



THE DEARLY DIVE

## The Dearly Dive – Diving Agreement

I, \_\_\_\_\_, (“The Client”), hereby confirm that I have read, understood, and agreed to the terms below.

### Reservation

- A deposit of 50% is required upon reservation, the remaining balance is to be paid at least 24 hours before the course starts.
- Amendment is allowed free of charge if notify us at least 7 days in the normal season and 14 days in the **high season (Jan-Feb, Jul-Aug, and Dec)** prior to the date of reservation. Failure to do so will result in a penalty charge as follows;
  - Notifying us within 7 days (14 days for high season) but before the date of the reservation (more than 7 days for high season) will result in 20% of the deposit forfeited.
  - Notifying us on the same date as a reservation (within 7 days to the date of the reservation for high season) will result in 50% of the deposit forfeited.
- Cancellation is obligated for a refund or partial refund depending on the subject, details as follows;
  - Diving Trip: The reservation is obligated to a full refund if notifying us at least 7 days (14 days for high season) prior to the date of the reservation. Failed to do so will result in 50% of the deposit forfeited.
  - Diving Course: The reservation is obligated to partial refund. If notify us at least 7 days (14 days for high season) prior to the date of the reservation, the remaining deposit amount after ₱2,500 deduction is refundable. If notify us within 7 days (14 days for high season) to the date of the reservation, only 30% of the deposit is refundable.
- In the case of No-Show, the total deposit is forfeited.

The diving instructor and/or dive guide is authorized to give instructions to The Client for the duration of the course and/or the trip. The Client is obligated to follow the instructions and must follow the Standard Safety Guidelines for Diving throughout the course and/or the trip. The Client is considered to be in breach of the agreement if he/she persistently disrupts the course and/or the trip or if the diving instructor and/or dive guide cannot properly conduct the services due to The Client’s behaviors. If The Client is in breach of the agreement, The Dearly Dive has the rights to exclude The Client from the course and/or trip without a refund.

The Dearly Dive has the right to terminate the course and/or trip immediately in the case of safety concerns of any kind (both above and underwater). The Dearly Dive reserves the right to

make immediate changes to the dive scheduled and planned dive sites or terminate the course and/or trip as appropriate.

The Client is expected to fully take part in the course and/or the trip that he/she sign up for. If The Client takes part of the course and/or the trip partially, The Dearly Dive reserves the right to retain the entire course and/or the trip price.

The Client is expected to complete the course within the agreed timeline. If The Client is taking longer to complete the course due to their personal reasons, additional cost will be applied as follows.

OPEN WATER: THB 1,000 per theory unit | THB 3,000 per practice unit

ADVANCED OPEN WATER: THB 2,500 per practice unit

If the course must be terminated for health reasons, a medical certification by a local authority is required, The Client has the following options:

- The Client has the option to continue the course within 12 months from the termination date, without additional costs for the diving course (accommodation excluded). After 12 months, The Client is required to register for a new course.
- If The Client is unable to continue the course within 12 months, a partial refund for the course is applicable, according to the refund policy below.

Refund Policy – in the case of health reasons

OPEN WATER

- If the course is terminated after the Academic sections, the remaining balance for the course after THB 5,500 deductions is refundable.
- If the course is terminated after the Open Water Dive 1-2, the remaining balance for the course after THB 8,500 deductions is refundable.

ADVANCED OPEN WATER

- The remaining balance for the course after THB 2,500 per practice unit (per Advanced Open Water Dive) deductions is refundable.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_