



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 settled at least 24 hours before the course starts.

**Modification and Cancellation** are allowed free of charge if The Dearly Dive has been notified at least **3 days** in advance during **Sept-Nov** and at least **7 days** in advance during **high season (Jan-Aug, Dec)** prior to the starting/diving date. Failure to do so will result in a penalty charge as follows.

### Modification:

- Any changes made within 3 days (7 days for high season) to the starting/diving date will result in forfeiture as follows;
  - Diving courses: ₱1,000
  - Fun dive/Sail rock: Free of charge up to 1 day prior to the diving date.
- Any changes made on the same day of the to the starting/diving date will result in forfeiture as follows;
  - Diving course: of ₱2,000
  - Fun dive: ₱250 per dive or ₱500 per trip, Sail rock: ₱1,800

### Cancellation:

- Cancellation made within 3 days (7 days for high season) to the starting/diving date will result in forfeiture as follows;
  - Diving course: ₱2,000. If the course code link has been redeemed, there will be an additional fee of ₱2,500 for the diving course or ₱8,000 for the professional level course (from Dive Master level onwards)
  - Fun dive: ₱150 per dive or ₱300 per trip, Sail rock: ₱500.
- Cancellation on the same day of the starting/diving will result in forfeiture equals to 50% of the total reservation amount for the diving course and fun dive(s), ₱1,800 for Sail rock.

No-Show will result in a forfeit equal to the total reservation amount.

### **Refund Policy Due to Medical Conditions**

The client is entitled to a refund of the remaining balance according to the Modification and Cancellation policy mentioned above. The client is responsible for any fee related to the refund process (if any). If the course or diving trip must be terminated due to pre-existing medical conditions or sickness, provided that a medical certification is presented, or unexpected injury resulting from diving activity not caused by the Client's own inappropriate behavior, the client has the option to postpone the diving within 12 months from the termination date without any additional costs (accommodation, food, transfers excluded).

Alternatively, termination with a refund is applicable to the remaining services according to the policy below.

Open Water:

- Terminating the course after the academic theory part, the remaining balance after ₪5,500 deduction is refundable.
- Terminating the course after the Confined Water part (swimming pool session), the remaining balance after ₪6,500 deduction is refundable.
- Terminating the course after Open Water Dive 1-2, the remaining balance after ₪8,500 deduction is refundable.

Advanced Open Water Level Onwards: The remaining balance for the course after ₪2,500 deduction per completed practice unit is refundable.

Diving Trip: The remaining balance after the deduction of the completed dive(s) is refundable. The rate per dive is based on the actual number of dives completed with an additional ₪300 per dive for boat space (if any). Exception for Sail Rock - the remaining balance after ₪2,000 deduction is refundable.

**Course Timeline**

The Client is expected to complete the course within the agreed timeline. If the Client needs extra sessions or longer hours than customarily scheduled, additional costs will be applied as follows.

Open Water: ₪1,000 per theory unit, ₪3,000 per practice unit, ₪4,000 additional for a customize schedule (maximum of 6 days in total)

Advanced Open Water Level Onwards: ₪2,500 per practice unit

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 in the case of safety concerns.

The diving instructor and/or dive guide are authorized to provide instructions to the client during the course and/or trip. The Client is obligated to follow these instructions and must adhere to the Standard Safety Guidelines for Diving throughout the course and/or 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 right to dismiss The Client from the course and/or trip without a refund.

The Client is responsible for taking care of his/her health to fully participate in the course and/or trip for which he/she has signed up. If The Client only participates partially in the course and/or trip, The Dearly Dive reserves the right to retain the entire course and/or trip price.

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