



SKEGNESS AQUARIUM DIVING & SNORKELLING

**DIVING & SNORKELLING
TERMS & CONDITIONS**

**Jolly Roger
ADVENTURE**

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1. General Terms Dive Experience

Undertaking an underwater dive or snorkel is considered a high-risk activity. I (the participant and/or Legal Parent/Guardian) must fully understand the dangers and risks involved in underwater activity (including but not limited to the medical risks and risks associated with any underwater activity at Skegness Aquarium with potentially dangerous animals). In particular, I must acknowledge that animal behaviour can be unpredictable. It must be confirmed that, unless where Skegness Aquarium is negligent, I shall not hold Skegness Aquarium or any company within the same group of companies including any of their representatives, responsible for any liability, expense, loss, claim, damage or injury howsoever caused suffered to the participant which may occur as a result of my participation in any underwater activity at Skegness Aquarium. No participant(s) under the influence of alcohol or drugs will be accepted onto the experiences and in such cases, no refunds will be made. Any damages made to hire gear must be paid for in full. Full payment **MUST** be made to confirm a booking. Skegness Aquarium does not hold provisional bookings for dives or snorkelling.

For participants who have dentures, braces, glasses, contact lenses, etc please consider this when making a booking for a Shark Educational Dive or Shark Snorkelling Ranger Experience. The Skegness Aquarium Dive Team cannot be held responsible for participants who do not complete the experience due to an issue with any of the above items. If in doubt please contact the Dive Team via email.

For participants who dye their hair, please ensure this is adequately leached prior to the experience date. If there is any risk of these dangerous chemicals from entering the exhibits the participant **WILL BE** refused entry.

The following maximum specifications can be used as a rough estimation:

Height 179cm

Chest 96cm

Hips 103cm

Please check the following document for more information: [Wetsuit size chart](#)

Animal Welfare

The welfare of the animals takes priority under all circumstances. Should any participants pose a threat to animal welfare and ignore instructions the dive team reserves the right to emit or remove a participant from an experience if deemed necessary.

All decisions made by the Skegness Aquarium Dive Team are final.

2. General Terms Snorkelling Ranger Experience

All lead snorkellers of Skegness Aquarium hold the right to prevent any participant(s) from entering the Lost Lagoon at any time leading up to the experience. If participants fail to meet any performance requirements of the confined water training session then the BSAC Shark Snorkelling Ranger Experience will terminate immediately.

If the participant(s) do not complete the BSAC Shark Snorkelling Ranger Experience then a refund is NOT possible.

The following minimum specifications can be used as a rough estimation:

Height 105cm

Chest 53cm

Hips 66cm

Animal Welfare

The welfare of the animals takes priority under all circumstances. Should any participants pose a threat to animal welfare and ignore instructions the dive team reserves the right to emit or remove a participant from an experience if deemed necessary. Although the inhabitants are well trained they are not performing animals, and as such Skegness Aquarium cannot force them to

All decisions made by the Skegness Aquarium Dive Team are final.

3. Medical Declaration

The medical declaration section of the Dive and Snorkel Registration Form is emailed digitally and **MUST** be completed prior to the start of an experience.

If the participant(s) has a medical history of diabetes, blackouts (epilepsy etc), perforated ear drums, high blood pressure, heart disease, any lung or respiratory disorder (such as asthma) or dependence on drugs, then the participant will need to have a Doctors letter stating fitness to dive, accompanied by a practice stamp where possible. The previously mentioned list is not exclusive but rather covers a broader range. For a more detailed list please:

[CLICK HERE](#)

If an approved diving doctor is required then please contact the Dive Team via email. The medical declaration section of the Dive and Snorkel Registration Form must be filled out honestly. Skegness Aquarium accepts no responsibility if participants intentionally lie on their form.

3.1 Weight Restriction

A maximum weight allowance of **120kg /19 Stone** applies to each dive participant completing the dive experience at Skegness Aquarium.

The maximum weight which can be safely hoisted out of the tank in the event of an emergency is **120kg/19 Stone**, therefore any participant exceeding the maximum weight limit will not be able to complete the dive experience and all payments made will be forfeited by the participant. It is the responsibility of the participant to ensure their weight is checked and below the maximum allowance before the date of the dive experience. This maximum weight allowance has been put in place to ensure the health and safety of both our customers and supervising staff in the event of any emergency.

3.2 Flying & Diving

I hereby agree to forfeit my experience booking if it has been scheduled a minimum of 24 hours before a flight. In this case, a flight refers to chartered/private flights overseas, helicopter rides or any aviation activity whatsoever. Any bookings made within 24 hours of a scheduled flight will have to be rescheduled at the cost and notice period as stated in section 4, or cancelled with no refund available.

3.3 PREGNANCY

Due to the uncertainty surrounding pregnancy and diving, for which there are many. Skegness Aquarium do not allow participants who are pregnant, or currently undergoing IVF treatment to participate, unless cleared by a medical professional with a signed document to support this.

If you happen to fall pregnant before your experience unfortunately you will not be able to partake. If notice is given outside of 14 days, we can offer a reschedule subject to a rebooking fee. If notice is less than 14 days this will be classed as medical grounds, please see section 4.1. Once these requirements are followed we can offer a reschedule or a refund.

For more information on Diving and Pregnancy please follow this link:

<https://dan.org/health-medicine/health-resources/diseases-conditions/pregnancy-and-diving/>

3.4 Open wounds/Infection risk.

Any open wounds within our experiences are at risk of infection. Because of this, we recommend not partaking if you have any open wounds and following the medical procedure (Section 4.1) to be offered a reschedule or a refund.

4. Lateness/Cancellation Policy

If the participant(s) fails to appear for an educational experience or is late by at least 15 minutes, the experience will be forfeited and no refund will be issued. Skegness Aquarium reserves the right if needed to cancel, alter, or amend any element of an experience on offer to meet the operational requirements of the facility. If in the event that the Skegness Aquarium have to alter or amend a scheduled experience then the participant(s) accept that responsibility or liability falls solely on them for additional booking costs which include hotels, travel expenses etc.

If the participant(s) is unable to attend on a particular experience Skegness Aquarium will be happy to reschedule providing that no less than 14 days' notice is given.

This 14 day notice will be strictly adhered to. If rebooking is required then a fee of £20 for each Shark Educational Dive participant and £10 for each Shark Snorkelling Ranger Experience participant will be incurred in order to reschedule.

For the purpose of lateness and/or cancellations each participant of a booking **WILL BE** treated separately. Please consider this when booking in a group of individuals.

Any additional booking charges incurred will be the responsibility of the participant(s). If the participant(s) wish to reschedule with less than 14 days' notice given then a FULL PRICE charge will be incurred. Due to the commercial nature of this operation the only exception to this term are with the two extreme circumstances shown in 4.1 & 4.2.

4.1 Medical Grounds

If a participant can not conduct an experience for a medical reason a refund can only be authorised for new/unknown medical conditions or a sudden unexpected deterioration of a medical condition regardless of the notice period. This will be subject to evidence signed and stamped by a medical professional. Pre-existing medical conditions should be taken into consideration before booking an experience.

Covid will be treated as a medical condition for being unfit to participate. Upon proof of a registered LFT being provided, such as a screenshot of the text or email, we can proceed with the rescheduling process.

4.2 Compassionate Grounds

If a participant(s) cannot conduct an experience due to a Incident/Sudden or unexpected Death within their close family (**Mother/Father, Grandmother/Grandfather, Spouse/Partner, Brother/Sister, Son/ Daughter**) then a rebooking can be made regardless of the notice period. This will incur the rebooking fee stating above and is subject to evidence in the form of a death certificate or other approved document.

4.3 Adverse Weather

In the case of adverse weather and a situation is presented whereby the aquarium has to cancel an experience, a reschedule will be available at no additional costs. However, if the aquarium has not cancelled the experience, then a rebooking will not be available unless there is a significant risk to life by travelling. On such rare occasions a reschedule may be possible at the dive teams' discretion on the situation. This will still be subject to the rebooking fee.

Decisions made by Skegness Aquarium on cancellations due to adverse weather will be made no sooner than 48 hours prior to the experience slot therefore please email the Dive Team if advice is needed. If in the event that Skegness Aquarium have to alter or amend a scheduled Shark Educational Dive or Shark Snorkelling Ranger experience, the participant(s) accept that responsibility or liability falls solely on them for additional costs which include hotels, travel expenses, etc.

5. Disabilities

For disabilities we aim to be as inclusive as possible however safety of the participants and animals are our top priority. You may be asked to provide a medical letter stating you are fit to partake and that there will be no complications for you from the pressures of diving.

5.1 Participant(s)

Arrangements can be made for partaking in an experience with a disability . Depending on the disability we may require a letter from a medical professional to state that no complications will occur from partaking in an experience. For more information and further guidance please email the dive team at dive@skegness-aquarium.uk

5.2 Spectator(s).

The general aquarium has wheelchair access to the many viewing windows for spectating.

5.3 Support and Guidance dog

For general entry around the aquarium and spectating please see (LINK TO AQUARIUM). For experiences we unfortunately can not allow any animals within the dive room for biosecurity reasons. this is for the welfare of our animals as well as your guidance dog. Please refer to <https://biaza.org.uk>. For more information.

6. Gift Vouchers

In the event of a gift voucher being used as a surprise and the participant does not comply with the terms of the digital registration form, sent out on completion of the online E-Learning process (a sample of this form can be viewed on the website),the participant will forfeit the relevant experience .

If an in-house gift voucher has been purchased, then the coupon code(s) will not be issued until full payment has been made.

Please be aware that Skegness Aquarium run a minimum number of participants policy. If there is a select date in mind for any particular voucher holder and there are not minimum numbers booked for this date, Skegness Aquarium hold the right to reschedule at both parties convenience.

In the case of purchases made from a third voucher provider, Skegness Aquarium accept no responsibility for wrongly submitted voucher booking requests, or single bookings made with a 'family voucher'. Please ensure the information provided at point of sale, and in the voucher booking request portal, are clearly read and understood.

6.1 Surprise Experiences

Skegness Aquarium recommends against leaving an experience as a surprise until the day of the experience. This is to ensure there is adequate time to complete the E-learning and resolve any issues should any arise. After many years of experience, we have had many customers that have felt overwhelmed when it is a surprise as they haven't had the time to process what they are undertaking. This has often led to a sub-par and sometimes aborted experience particularly with children.

7. Additional Spectators

Every Experience booked includes one free non-participating spectator. This includes full access to the aquarium and Jurassic falls. Additional spectators may be booked in using a link in the confirmation email for a discounted rate. Please take into consideration the aquarium's opening times to your experience time if you wish to have a good look around the aquarium. For participants under the age of 16 this NEEDS to be a legal parent/guardian. Any other additional spectators are welcome and will be charged at a discounted rate. **This discounted rate is only available to additional spectators who pre book using the additional spectator booking portal provided in either the Shark Educational Dive or Shark Snorkelling Ranger Experience confirmation email when the booking is confirmed.**

7.1 Dive Spectators

Only the participant will be allowed within the dive room for the donning of equipment and safety brief. However, for participants under the age of 16 we will also require a parent/guardian within the room for safeguarding. Spectators can take this time to get accustomed to the Coral Ocean displays many viewing windows.

7.2 Snorkelling Spectators

Each snorkelling participant is allowed one spectator within the dive room. This is usually the Parent/Guardian for a child, these get to view from the gantry to the lost lagoon. Any additional spectators then get to view from a camera feed outside the room that provides a full view of the experience. For participants with multiple spectators, it will be possible for you to switch or rotate the spectator on the gantry. Due to the space limitations we don't have wheelchair access to the gantry within the dive room however the camera feed ensures the experience can still be enjoyed by all.

Due to safeguarding no individuals under the age of 16, participating or otherwise, shall be left unattended at any point. Please consider this when making multiple bookings and/or at differing times.

8. Instruction & Training

Failure to complete the E-Learning prior to arrival will result in an experience forfeit on the day. E-Learning will be sent out 7 days prior to the experience date for the dive experience and 14 days prior for the snorkelling experience. This ensures all the relevant information is retained so that we can provide the best experience possible for the participants. Should you require any assistance with the E-learning you must contact us prior so that arrangements can be made.

If any participants for any reason deviate from the instructions relating to the activity, the conduct requirement of the activity and/or from the activity plan or if they have failed to provide all requested information or have provided incomplete, incorrect or misleading information, Skegness Aquarium may abort the experience without refund. Participants agree to indemnify Skegness Aquarium, any other company within the same group of companies and all of their representatives from all liabilities, expenses, losses, claims or damages suffered by all or any of them as a result of any such deviation or failure.

The dive team at Skegness Aquarium hold the right to prevent any participant(s) from entering the Coral Ocean Display or Lost Lagoon at any time leading up to the experience. If participants fail to meet any performance requirements of any training session(s) then the experience will terminate immediately.

If the participant(s) do not complete the experience then a refund is **NOT** possible. I acknowledge that the decision of Skegness Aquarium whether or not to allow me to participate in an underwater activity at Skegness Aquarium is final.

I also acknowledge that this disclaimer and indemnity does not affect my statutory or other legal rights.

All decisions made by the Skegness Aquarium Dive Team are final.

8.1 Young Divers (aged 16 and below)

Participants under the age of 16 must have a parent or legal guardian present on the day of the experience for safeguarding.

Due to the extra considerations needed for youth activities, every participant under the age of 16 will need the youth responsibility section of the digital registration form to be read and signed by a legal parent or guardian.

8.2 Certified Divers

Only certified divers are able to use their own dive equipment, and are only allowed to bring the following: **BCD, Regulators, Mask, Wetsuit (full length), Boots, Hood, Gloves and a waterproof Camera (No Flash/Lights).**

The Skegness Dive Team reserves the right to refuse any items of kit when entering the tank. All personal kit must be rinsed on site before entry.

Skegness Aquarium has the facility to fill cylinders, provided that all cylinders to be filled are within test and local inspection standards. For more information about pricing, please contact the Dive Team.

9. Privacy Policy

Teen Spirit Ltd is committed to protecting the privacy of our customers. Information collected is used solely for processing your orders. All information you provide to us electronically is kept confidential and will not be applied in ways to which you have not consented.

9.1 What we collect and where do we collect it

All users of the website are free to explore more of the site without providing any personal information to Teen Spirit Ltd. In other areas of the site you may be asked to provide the following information:

- a. If you place an order with your credit card, we gather contact and address information; credit card type, number and expiration date; and e-mail address.
- b. If you contact us via e-mail we collect your e-mail address so that we may respond to your e-mail and may keep the email record on file for reference.
- c. If you enter your name in any of our raffles, your email address will be added to our list for periodic e-mail newsletters and special offers.
- d. We collect information about our use of our site through the application of "cookies". This information helps us customise our website and allows us to statistically monitor how many people are using our site and for what purpose.
- e. If customers comment or contact via Facebook this data is held on this site and we would only ever use this information to contact regarding competitions and responding to direct messenger e-mails.

CCTV footage:

a. CCTV recording is at all of our sites. This recording is kept on file for 1 month and then deleted. This footage will never be shared outside the company and only used for the purpose of security issues.

Teen Spirit Ltd may use personal information to contact users by electronic or physical means including but not limited to;

- a. Sending email to those that have requested it
- b. Telephoning users to obtain additional information and clarification
- c. Other electronic and physical correspondence.

Electronic payment device slips

a. When paying electronically at any of our Teen Spirit sites receipts are kept on file for accounting purposes and destroyed after 6 years.

This information will be shared with the Auditors of Teen Spirit Ltd for Lawful purposes only.

Information collected for the dive experience bookings at the Skegness Aquarium facility:

a. Teen Spirit do require a medical declaration to be completed when participating in any of the educational experiences. This data is to protect the customer from any potential injury and will only be used for the purpose of the experience. This information will be held on file for 7 years to adhere to training agency standards. This information is kept in a secure storage location away from the public and will be destroyed after the 7 year period.

b. During the education experiences Go Pro footage will be taken and available for the participants to purchase. If you wish to be excluded from all footage or wish for your child to be excluded, please make the dive team aware on the day of your experience so the necessary precautions can be taken. This footage will be kept on file for 3 months and then deleted. If purchased by a participant we are unable to restrict the use of this on social media.

c. Online booking for the educational experiences is taken through a secure payment portal and all information collected at the time of booking is solely used for the relevant experience schedule.

9.2 Contacting the Dive Team

Due to GDPR guidance set forth by external consultation any participant, or representative of, will have to provide the booking reference number provided in the experience confirmation email when making enquiries. This will also ensure a smoother process when dealing with the dive team via email which is the preferred mode of communication to ensure an audit trail exists.

10. Camera Equipment

Participants may bring GoPro style action cameras that attach to themselves on continuous recording mode but must not be actively taking pictures or video. This is due to the legalities of diving without certification. We recommend chest or wrist harnesses in order to obtain the best footage. Only certified divers will be permitted to use their camera equipment during the dive. Certified divers may bring underwater cameras into the tank with them, however the use of flash photography within the aquarium is STRICTLY prohibited. The use of camera equipment must adhere to our GDPR policy.

For participants who purchase the ever-so popular video link package, or additional merchandise packages that include this, the email address provided at the point of booking will be used to send the video. So please ensure that this is added into the booking system if it differs from the email address used for confirmation details.

11. Unacceptable Behaviour and Aggression Policy

The Skegness Dive & Snorkelling Centre have a strict no tolerance policy in respect to work related violence, which can be defined as any incident in which a person is abused, threatened or assaulted in circumstances relating to their work. This can include verbal abuse/threat via email or over the phone as well as physical attacks.

Skegness Dive & Snorkelling Centre also do not tolerate unacceptable behaviour before or during an educational experience. Unacceptable behaviour has been categorised in the non-exclusive list shown on the next page

- Offensive or abusive language such as verbal abuse such as swearing and or specific references to homophobia, biphobia and transphobia.
- Any physical violence such as pushing or shoving.
- Racial abuse.
- Sexual harassment.
- Loud and/or invasive conversation when face to face or over the phone.
- Persistent or unrealistic demands that cause stress to staff. Requests will be met whenever possible and explanations given when they cannot.
- Unwanted or abusive remarks.
- Brandishing of aggressive objects and/or weapons.
- Threats or risk of any injury to a member of staff and/or other visitors.
- Bullying, victimisation, or intimidation.
- Spitting or spreading of other bodily fluids.
- Alcohol or drug fuelled abuse.

- Unreasonable behavior and non-cooperation such as repeated disregard of company/department policy.
- Any of the above which results in the damage of company property, or that belonging to other visitors.

11.1 Recording instances of abusive or aggressive behaviour.

If a customer has a history of unpredictable, challenging or aggressive behaviour, or if an incident occurs then it is important for the relevant correspondence to be logged on the booking profile of the relevant participant/client on the booking system. By recording and making the account factually correct, other staff members will be made aware, and can react accordingly, should they come in contact with them in the future.

At this point it is important that that Skegness Dive & Snorkelling Centre provide suitable guidance to assist in all necessary matters. Issues cannot always be dealt with immediately, but the Skegness Dive & Snorkelling Centre will try to ensure a query is dealt with within 72 hours of receipt to the approved communication medium (email).

In the unlikely event a query takes longer to resolve, extra effort will be taken to react as quickly as possible.

Any complaints regarding our data should be addressed to the Data Protection Office in the first instance at Teen Spirit Ltd, 111 Lumley Road, Skegness, Lincs, PE25 3LL.

In order to ensure the survival of these wonderful educational experiences these terms and conditions will be strictly adhered to so that we can continue our strong conservational message for many more years to come. Please ensure this document has been read and understood prior to booking.

Terms and conditions are subject to change & are reviewed annually.

SKEGNESS AQUARIUM
D **I** **V** **E**
& snorkelling
CENTRE

