# DIVE & SNORKELLING TERMS & CONDTITIONS

UM

2025

# Table of Contents

# 1. General Terms: Dive Experience

1.1 Animal Welfare

# 2. General Terms: Snorkelling Experience

2.1 Animal welfare

# 3. Medical Declaration

- 3.1 Weight
- 3.2 Flying
- 3.3 Pregnancy
- 3.4 Open wounds/Infection risk

# 4. Late/Cancelation Policy

- 4.1 Medical Grounds
- 4.2 Compassionate Grounds
- 4.3 Adverse Weather

# 5. Disabilities

- 5.1 Participant(s)
- 5.2 Spectator(s)

5.3 Support and Guidance Dog

#### 6. Gift Vouchers

6.1 Surprise Experience

# 7. Spectators

- 7.1 Diving Spectators
- 7.2 Snorkelling Spectators

# 8. Introduction/Training

- 8.1 Youths
- 8.2 Certified

## 9. Privacy policy

- 9.1 What we collect and where do we collect it
- 9.2 Contacting the Dive Team

## 10. <u>Camera</u>

## 11. Unacceptable Behaviour & Aggressive policy

11.1 Recording instances of abusive or aggressive behaviour

# **1. General Terms Dive Experience**

Undertaking an underwater dive or snorkel is considered a high-risk activity.

The participant and/or their legal parent/guardian must fully understand the inherent dangers and risks involved in underwater activities, including but not limited to medical risks and those associated with underwater interactions at Skegness Aquarium with potentially dangerous animals. It must be acknowledged that animal behaviour can be unpredictable and, while the risk is minimal, there is a slight possibility of animals biting or stinging during such activities.

It must also be confirmed that, except in cases where Skegness Aquarium is negligent, neither Skegness Aquarium nor any company within its group, including their representatives, shall be held responsible for any liability, expense, loss, claim, damage, or injury of any kind suffered by the participant as a result of their participation in any underwater activity at Skegness Aquarium.

Participants under the influence of alcohol or drugs will not be accepted into any experience, and in such cases, no refunds will be issued. Additionally, any damage caused to hired gear must be paid for in full.

Full payment is required to confirm a booking. Skegness Aquarium does not hold provisional bookings for dives or snorkelling experiences.

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 before 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 103** 

### 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 Instructors at Skegness Aquarium reserve 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 the performance requirements of the confined water training session, the BSAC Shark Snorkelling Ranger Experience will be terminated immediately.

Participants must also acknowledge the inherent risks associated with snorkelling activities in an environment with potentially dangerous animals. While the risk is minimal, there is a slight possibility of animals biting or stinging during the experience. This is due to the unpredictable nature of animal behaviour, which participants agree to accept as part of the activity.

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.

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 before 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, to name a few, then the participant will need to have a Doctor's 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 to view: Example Registration Form

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. 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. More information on the topic can be found here:

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 above. 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/diseasesconditions/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 in line with the medical procedure will not 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 10 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.

Participants can change the name on their booking free of charge up to 7 days before the experience date. For changes made within 7 days of the session, a £5 administration fee will apply.

To process the name change, please contact the dive team via email and provide the following details:

- Current booking reference number
- Name of the original participant
- Date of the session

Additionally, we will require the new participant's details:

- Full name
- Age
- Postcode
- Email address
- Phone number
- Wetsuit size
- Shoe size

By providing this information, the new participant automatically agrees to the Terms and Conditions, medical procedures, and rescheduling policy associated with the original booking date and time.

If a participant needs to change the date of their booked session, a rebooking fee will be charged. Please note the following:

Notice Period	Shark Educational Dive	Shark Snorkelling Ranger
14+ days	£20	£10
7 - 14 days	£30	£15
less than 7	£50	£20

Any additional booking charges incurred will be the responsibility of the participant. If we do not receive any notice before the time of the session and the experience is missed, you will forfeit the experience. Customers who book directly are entitled to one free reschedule outside of the 14-day notice period.

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

Any additional booking charges incurred will be the responsibility of the participant(s).

#### 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.

#### 4.2 Compassionate Grounds

If a participant(s) cannot conduct an experience due to an 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 stated above.

#### 4.3 Adverse Weather

In the event of adverse weather that requires the aquarium to cancel an experience, guests will be offered the opportunity to reschedule at no additional cost. However, if the aquarium has not cancelled the experience, rescheduling will generally not be available unless there is a significant risk to life associated

with travel. Decisions regarding such risks will be based on the official MET Office Weather Warning system. If the customer's provided location is under a red weather warning, they will be permitted to reschedule free of charge. For the latest information on weather warnings, customers can visit the MET Office website at <u>UK Weather Warnings</u>.

In rare cases, rescheduling may be permitted at the discretion of the dive team, depending on the specific circumstances. However, any such rescheduling will typically be subject to a rebooking fee unless otherwise stated by the dive team.

Decisions made by Skegness Aquarium on cancellations due to adverse weather will be made no sooner than 48 hours before the experience slot therefore please email the Dive Team if advice is needed. If Skegness Aquarium has 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 is 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@skegnessaquarium.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: Assistance Dog Policy For experience, 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

#### **Gift Voucher Terms and Conditions**

1. Compliance with Registration Terms

If a gift voucher is used as a surprise and the participant does not comply with the terms outlined in the digital registration form (sent out after completing the online E-Learning process), the participant will forfeit the relevant experience. A sample of the registration form can be viewed on our website.

2. In-House Gift Vouchers

For in-house gift vouchers, coupon codes will only be issued once full payment has been made.

3. Minimum Participant Policy

Skegness Aquarium operates with a minimum participant requirement. If a selected date does not meet the minimum participant numbers, Skegness Aquarium reserves the right to reschedule the experience at a mutually convenient time.

4. Third-Party Voucher Providers

For purchases made via third-party voucher providers, Skegness Aquarium accepts no responsibility for:

- Incorrectly submitted voucher booking requests.
- Single bookings made with a 'family voucher.'

It is the participant's responsibility to read and understand the information provided at the point of sale and in the voucher booking request portal.

#### **Refund Policy for Voucher Customers**

- If a voucher customer requests a refund, they must first follow the rescheduling procedures outlined by Skegness Aquarium.
- If the customer qualifies for a refund after completing the rescheduling steps, Skegness Aquarium will unclaim the voucher.
- Once unclaimed, the customer must contact their voucher provider directly to initiate the refund process.
- The third-party voucher provider will liaise with Skegness Aquarium to confirm the refund.
- Refunds will be processed according to the procedures set by the thirdparty voucher provider.

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 who 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 in children.

#### 7. Additional Spectators

Each experience booking includes one free non-participating spectator, with full access to the aquarium and Jurassic Falls. Additional spectators can be added through a link in the confirmation email at a discounted rate. If you'd like to explore the aquarium thoroughly, please consider the aquarium's opening hours in relation to your experience time. For participants under 16, the accompanying spectator must be a legal parent or guardian. Additional spectators are welcome at a discounted rate, but any spectators under 16 must be accompanied by an adult at all times. If a participant arrives with children under 16 and no adult to supervise them, they will not be allowed to participate in the experience and will forfeit their booking.

The discounted rate for additional spectators is only available if pre-booked through the designated booking portal, provided in the Shark Educational Dive or Shark experience.

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's 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. Unfortunately, due to 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 before 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 to 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 Elearning 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 dive 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 diving instructors 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 do 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 kits 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 pricing information, please contact the Dive Team.

#### 9. Privacy Policy

Teen Spirit Ltd is committed to protecting the privacy of our customers. The 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 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. Placing Orders: 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. Email Contact: 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. Raffles and Newsletters: 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. Cookies: We collect information about the 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. Social Media Contact: If customers comment or contact us via Facebook, this data is held on this site. We would only use this information to contact customers regarding competitions and respond to direct messenger e-mails.

CCTV Footage: CCTV recording is in place at all of our sites. This recording is kept on file for one month and then deleted. This footage will never be shared outside the company and will only be used for security purposes.

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 who 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 six years. This information will be shared with the Auditors of Teen Spirit Ltd for lawful purposes only.

Information Collected for Dive Experience Bookings at Skegness Aquarium Facility:

a. Teen Spirit requires 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 seven 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 seven years.

b. During the educational 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 three months and then deleted. If purchased by a participant, we are unable to restrict the use of this footage 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.

d. For demographic and statistical purposes, name, address, gender, and date of birth collected during the experience are shared with our training partners, BSAC. This information includes contact details but never includes any medical information. You can access BSAC's privacy policy at the following site.

Online Shopify Customer List: Once a booking is made, the customer's name, email address, and postcode will be transferred to our online Shopify customer list. By providing this information, customers automatically consent to receiving marketing emails. These emails can be opted out of at any point using the link at the bottom of each marketing email.

#### 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 actively take pictures or videos. This is due to the legalities of diving without certification. We recommend chest or wrist harnesses 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-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. Please ensure that this is added to 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 concerning 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 below:

- 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 serious injury to a member of staff and/or other visitors.
- Bullying, victimisation, or intimidation.
- Spitting or spreading of other bodily fluid.
- Alcohol or drug-fuelled abuse.
- Unreasonable behaviour 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 the relevant correspondence needs 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, Skegness Dive & Snorkelling Centre must 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 their 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 before booking.

# Terms and conditions are subject to change.

