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**Terms and Conditions.**

Welcome to seal snorkelling adventures terms and conditions paperwork and agreements. For you to come on the seal snorkelling trips provided by us, you are required to read these terms and conditions and sign them to confirm your acceptance and understanding of our terms and conditions of hire.

This AGREEMENT is made between:

1. Seal snorkelling adventures (SSA) of 27 Porthcressa road, Hugh town, St Mary’s, Isles Of Scilly, TR210JL. Who provide the seal snorkelling tours on St Martins.

1. the undersigned (“Snorkellers”), who wish to come and snorkel with seals within the Inshore Waters of the Isles of Scilly.

**TERMS OF BOOKING:**

Each participant, who wish to take part in our seal snorkelling activity, should fill in the form below and sign this agreement. The entry for each participant under the age of 18 but older the 12 must be counter-signed by a Responsible Adult.

Full conformation of payment for the seal snorkelling trip, should be presented to a member of the Seal snorkelling adventures (SSA) team on arrival.

At the start of our trips, SSA will provide and advise all snorkellers on the use of the Hire Equipment, how to prevent possible unsafe events and the means of mitigating those events, should they occur.

All snorkellers will be requested to inspect the hire equipment to ensure that they are satisfied with its condition, they understand how to use it and they have all the safety equipment and information they need.

Hire is conditional upon your agreement to the following rules:

1. You must adhere to all rules and obey all instructions given by SSA, to ensure your safety and the safe use of the hire equipment. Failure to do so may result in yourself being discontinued from our tour with immediate effect and without a refund.
2. You must attend and be attentive at a safety briefing given by SSA prior to entering the boat as well as the water.
3. You must be an able and confident swimmer and be able to swim at least 25 meters without assistance. If you are not able to do so, or you have any concerns in this regard, you must notify us ASAP via email or telephone.
4. Any persons with any medical conditions that may affect your ability getting in and out of your wetsuit, snorkelling in open water and boarding a boat must contact their local GP to get consent before finalising you’re booking. If you have any medical conditions that you need to make us aware of, please contact us directly via email or telephone.
5. Any person intending to snorkel must complete and sign these terms and conditions.
6. You must always stay within the boundaries of the designated area. SSA will provide you with all information on the day. It is entirely at our discretion which areas will be designated on the day of the trip and this will be determined by factors such as safety, weather conditions, swimming ability, age and any other factors we deem appropriate.
7. You must exercise reasonable diligence and care when using the hire equipment. In particular:

1. You must avoid dropping the hire equipment or hitting the masks against anything that may cause any breakages.
2. You must show reasonable care and attention to other people who may be nearby.
3. You must not behave in a manner which is dangerous to yourself or others or likely to damage or lose the hire equipment.

Failure to exercise reasonable diligence and care or behaving in a discourteous, dangerous or unruly manner may result in you being discontinued with immediate effect and without a refund.

1. You must notify us immediately of any damage or loss of the hire equipment.
2. If you are under 18, a named parent, guardian or supervising adult must sign these terms and conditions on your behalf.
3. You must always remain within a safe distance of the boat and stay within the boundaries explained to you in the briefing.
4. You must be respectful, careful and conscientious as to your surroundings. You must endeavour to avoid breaking or damaging wildlife and must not leave litter.

Our snorkelling tours are open to all, subject to our rules on safety. If you are disabled and require any reasonable adjustments to enable you to access our services, then please let us know in advance and we will use our best endeavours to assist you.

**Refunds and payments:**

In this section you will see the refund, cancelation and amendment policy that SSA provide and adhere by. By signing this document, you understand and acknowledge the cancelation policy, refund policy and amendment policy.

1. SSA will provide you will a refund of 100% of your booking fee if you cancel 48-hours prior to your booking.
2. SSA will provide you with a refund of 50% of your booking fee if you cancel 24-hours prior to your booking
3. SSA will not provide any refunds if you cancel less than 24 hours prior to your booking.

Seal Snorkelling Adventures will endeavour to advise you early of any expected weather conditions and/or sea states arising which will affect the safety of our trips. We will cancel our trip and refund you 100% of booking price.

Amendments can be made anytime after your booking is confirmed by contacting SSA with new times, dates or group numbers. Any changes that take place will incur a £10 amendment fee before any changes are made to your booking.

Should you cause damage or loss to us or the hire equipment as a result of your wilful damage, recklessness, gross negligence, failure to follow our instructions, then **you shall be liable for 30% of the damaged or lost items.**

Should SSA have any reasons to believe that a snorkeller is not abiding to the above terms and conditions.

The SSA will immediately terminate this agreement and recover all hired equipment with no refund will be given.

By signing this form, you are confirming that you are happy with the condition of your up-and-coming snorkelling trip and have complied with our Covid 19 requirements.

Seal Snorkelling Adventures would like to remind all customers that the trips are based around snorkelling with wild seals and to always bare this in mind when swimming near them or approaching them during sleeping and resting. Seal Snorkelling Adventures in not responsible for any issue that may occur with any wild interactions whilst on the trip.

This AGREEMENT is made on …………………………………………………………………………… (date)

**Personal Details**  **Emergency contact details**

Full Name: Full Name:

Mobile telephone: Telephone:

Email:

Address:

**Under 18 supplementary details**

Parent or Guardian Full Name:

Address:

Any medical conditions:

Telephone:

Email:

**…………………………………………………………………………………………………………………………………………………………………**

**CUSTOMER’S SIGNATURE (by parent or guardian if under 18)**

**PRINT NAME: DATE:**

**……………………………………………………………………………………………………………………………………………………………………..**

By signing this document, you are accepting and acknowledging all the information given to you and that you understand the risks associated with taking part in our water-based activity provided by SSA. If you require any further assistance or information about these terms and conditions, then please ask.