



# Skegness Aquarium Diving

## Terms & Conditions





## General Terms

Undertaking an underwater dive or snorkel is considered a high-risk activity. I (the participant) must fully understand the dangers and risks involved in underwater diving (including but not limited to the medical risks and risks associated with underwater diving 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 by me which may occur as a result of my participation in underwater diving at Skegness Aquarium. No participants under the influence of alcohol or drugs will be accepted onto the experience 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 then the participant **WILL BE** refused entry.

## 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.

Age restrictions may be in place due to BSAC program standards.

## Medical Declaration

The medical declaration section of the Dive and Snorkel Registration Form **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 Doctor write a letter stating fitness to dive, accompanied by a practice stamp where possible.**

If an approved diving doctor is required then please contact the Dive Team via email.

The only way in which a refund can be provided is if the participant represents a letter signed and stamped by a doctor to confirm that the participant cannot complete the dive experience. Refunds will not be given under any other circumstances.

The medical and responsibility declaration form must be filled out honestly. Skegness Aquarium accepts no responsibility if participants intentionally lie on their forms.

## Weight Restriction

A maximum weight allowance of **120kg** applies to each 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**, 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.

## 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 mentioned below, or cancelled with no refund available.

## Instruction & Training

Any participant(s) under the age of **12**, and/or participants who do not complete the required training skills, are restricted to the **2 metre platform** situated in the middle of the tank this is to comply with national training standards set forth by the British Sub Aqua Club (BSAC). This does not hinder the experience but ensures the Skegness Aquarium Dive Team goes above and beyond with regards to diver safety.

Due to new practice adopted as a result of the Corona Virus pandemic all theory for the Shark Educational Dive will be conducted by participants remotely prior to the

commencement of the experience. An E-learning portal link will be activated no sooner than two weeks prior to allow participants ample time to complete the process. Failure to complete this E-Learning prior to arrival will result in an experience forfeit on the day.

Participants must adhere to pre-dive briefings and fully understand all the instructions relating to the dive, the conduct requirements of the dive and the dive plan details. You must confirm that you have provided all information requested by Skegness Aquarium and that all such information provided is complete, accurate and not misleading.

Before entry into the Coral Ocean display for the dive experience, participants are required to complete a series of skills in the training tank to ensure their safety. For any participants who are unable to complete the skills may still be able to complete the dive at the discretion of the instructor, however they will be limited to the 2 metre platform situated at the ladder.

I agree that should I for any reason deviate from the instructions relating to the dive, the conduct requirement of the dive and/or from the dive plan or if I have failed to provide all requested information or have provided incomplete, incorrect or misleading information, Skegness Aquarium may abort the dive without refund of monies to me. I 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, failure to provide by me.

All diving instructors of Skegness Aquarium hold the right to prevent any participant(s) from entering the main tank display at any time leading up to the experience. If participants fail to meet any performance requirements of the confined water training session 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 dive 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 instructors are final.**

## **Lateness/Cancellation Policy**

If the participant(s) fails to appear for the dive 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 the dive 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 dive the participant(s) accept that responsibility or liability falls solely on them for additional booking costs to include hotels, travel expenses etc.

If the participant(s) is unable to attend on a particular dive experience Skegness Aquarium will be happy to reschedule providing 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.

If the participant(s) is unable to attend on a particular experience Skegness Aquarium will be happy to reschedule providing no less than 14 days' notice is given. This 14 day notice will be strictly adhered. 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. 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 is with the two extreme circumstances shown below.**

- **Medical Grounds**

If a participant(s) cannot conduct an experience due to a new medical condition then a rebooking can be made regardless of the notice period. This will incur the rebooking fee stating above and is subject to evidence of a doctor's note being presented.

- **Compassionate Grounds**

If a participant(s) cannot conduct an experience due to a fatality within the 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.

In the case of adverse weather, and the situation is presented whereby an experience slot is cancelled then rebooking at no additional cost is possible at the discretion of Skegness Aquarium and the existing booking obligation. However, if an experience slot is not cancelled then the policy stated in the previous paragraph will apply. Decisions made by Skegness Aquarium on cancellations due to adverse weather will be made no sooner than 48 hours prior to the experience slot so 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 to include hotels, travel expenses, etc.

## Gift Vouchers

In the event of a dive gift voucher being used as a surprise and the participant does not comply with the terms of the medical and responsibility declaration attached to the confirmation email (also available on the website), the dive experience will be cancelled until a valid Doctor's certificate can be presented.



If a dive gift voucher has been purchased, then it will not be issued until full payment has been made.

For when online gift vouchers are available, 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.

## 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 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 this link. So please ensure that this is added into the booking system if it differs from the email address used for confirmation details.

## Certified Divers

Only certified divers are able to use their own dive equipment. Certain items are not permitted in the tank. This includes, but is not limited to: fins, twinsets, pony cylinders, knives, lights/strobes, reels and DSMBs. The Skegness Dive Team reserves the right to refuse items of kit entering the tank. All personal kit must be rinsed on site before entry. Skegness Aquarium has the facilities to fill cylinders, provided that all cylinders to be filled are within test and local inspection standards to 232 bar. For more information about pricing, please contact the Dive Team.

**Terms and conditions are subject to change.**



## BSAC Shark 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.

Due to HSE regulations a strict one spectator per participant rule will be honoured for spectator access to the Lost Lagoon viewing area. For participant(s) with multiple spectators, it will be acceptable for them to switch or rotate.

The inability to fit into the specialised equipment provided will result in the participant(s) not being able to undertake the BSAC Shark Snorkelling Ranger Experience. The following minimum specifications can be used as a rough estimation:

**Height 105cm**

**Chest 53cm**

**Hips 66cm**

**All decisions made by the Skegness Aquarium Lead Snorkelling Team in final.**



## 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.

## 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.

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

- a. Teen Spirit do require a medical questionnaire to be completed when participating in any of our animal encounter/Dive experiences. This data is to protect the customer from any potential injury and will only be used for the purpose of the experience. This questionnaire will be held on file for 7 years to adhere to the BSAC 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 our diving experiences (with prior consent from all participants) Go Pro footage will be taken during the experience and available for participants to purchase. 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 our dive experience is taken through a secure payment portal and all information collected at the time of booking is solely used for the dive experience.
- d. For demographic and statistical purposes, name, address, gender and date of birth which is collected during the experience is shared with our training partners BSAC. This information is to include contact details but never to include any medical information. You are able to access BSAC privacy policy at the following site <https://www.bsac.com/this-is-bsac/bsac-rules-and-policies/privacy-policy/>

**eLearning:**

a. For participants to be granted access to the E-Learning link hosted on the BSAC website, the training partners for the Skegness Aquarium Dive & Snorkelling Centre, then certain information will be shared to create a security attribute. This information is not sent anywhere else, or used in any way other than for security access via the creation of a 3 month free membership with the British Sub Aqua Club (BSAC). The shared information is as follows:

- **Participant Name**
- **Participant Date of Birth**
- **Participant Address**
- **Date of Experience**
- **Booking Reference Number**

**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 e-mail 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.

**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 there 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.**



