



## Cancellation Policy for Expeditions and Trips

Please read this policy carefully as it will provide you with detailed information about the necessary conditions when cancelling your scuba diving, freediving or snorkelling expedition or trip booking with SEPE Diving.

### 1. Definition of Terms

**'SEPE Diving'** means 'Steven Earnshaw', or any named member of the 'SEPE Diving Professional Team' who are either the organiser or instructor for your chosen activity.

**'Refund'** means a sum of money which is either returned to you by either Steven Earnshaw or SEPE Diving, or a sum of money which you have requested to be paid back to you against your cancelled booking.

**'Cancel'** means to decide or announce that an event will not take place, or a customer's declaration to withdraw from their obligation or booking.

**'Trip'** means a journey or excursion where participants ultimately engage in scuba diving, freediving or snorkelling activities for pleasure.

**'Expedition'** means a journey undertaken by a group of people with a particular purpose, such as to scuba dive, free dive or snorkel as part of an advertised itinerary.

**'Mandatory Payment'** means an amount of money required to be paid in advance by SEPE Diving to a third-party such as a contractor or charter company to secure essential provisions or services for an advertised expedition or trip.

**'Contracting'** means to enter into a formal or legally binding agreement

**'Third Party'** means someone who is not one of the main people involved in the business agreement, but who is involved in providing services in a minor role to SEPE Diving, such as an accommodation provider or boat operator.



## Definition of Terms (Continued)

**'Voluntary Cancellation'** means when a participant or customer decides to cancel a valid trip that was not affected by any major schedule change. All cancellation requests initiated by the customer are considered voluntary cancellations.

**'Itinerary'** means a plan of travel or places to visit.

**'Adverse'** means preventing success or development, harmful or unfavourable such as bad weather.

**'Withdrawal'** means an act of taking something back or removing something such as a critical service.

**'Off Limits'** means a place that you are not allowed to visit, either for your safety or decreed by law.

**'Insufficient'** means not enough or inadequate. Below the minimum expected or required standard.

**'Recreational Diving'** means no decompression diving shallower than 40m in depth.

**'Technical Diving'** means diving which exceeds the agency specified limits of recreational diving, such as deeper than 40m or the use of decompression, or accelerated decompression procedures.

**'Force Majeure'** means unforeseeable circumstances that prevent someone from fulfilling a contract.

**'Political Instability'** means a condition characterised by uncertain or volatile political circumstances

**'Epidemic'** means a widespread occurrence of an infectious disease in a community at a particular time.

**'Pandemic'** means a widespread occurrence of an infectious disease across a whole country or the whole world at a particular time.

**'Roll Over'** means to carry over from one event to the next.

**'Administrative Costs'** means a partial or combined sum of money paid to others, or a reflection of true business costs incurred in facilitating your original booking prior to any cancellation.

**'Unconditional'** means not subject to any conditions, such as 'change of mind' or 'medical reasons'.



## 2. General Conditions

This cancellation policy applies to all dive expeditions and trips provided and run by SEPE Diving, including but not limited to single and multi-day scuba diving, free diving and snorkelling experiences.

## 3. Customer Requests to Cancel Bookings

Subject to the nature and complexity of organising dive expeditions and trips, such as the standardised industry requirement for advance payments made to third parties for procuring critical services such as staff, dive boats, accommodation and equipment, we regret that we are unable to offer refunds on either expedition or trip bookings. **In any event where a customer is unable to attend or wishes to cancel their booking, the following options become available:**

- a) *The customer may independently sell or transfer their booked space to another participant at no additional charge.*
- b) *We will attempt at the customer's request to sell their booked space on their behalf. All re-sold spaces by SEPE Diving are subject to an administration fee of 15% if successful. **We accept no responsibility for any failure to resell.***
- c) *Subject to any voluntary cancellation, the customer may defer their participation to the nearest identical calendarized event, or to the closest matching itinerary, such as from Scapa Flow 2023 to Scapa Flow 2024. Any additional increase in price must be subsequently met by the customer.*



#### **4. Our Right to Cancel**

**It may on occasion be necessary for SEPE Diving to cancel your booking. This may include but isn't limited to reasons such as:**

- a. Unsuitable, adverse or dangerous weather conditions that have the capacity to cause harm, present a danger to life or cause damage to infrastructure or the dive boat.*
- b. The withdrawal of any services by the charter company, skipper or accommodation provider where a substitute cannot be sourced, or cost-effective agreement reached.*
- c. The initially advertised area of operation becomes either inaccessible or otherwise off limits to members of the public or becomes subject to special government, military or legal approval to dive that we cannot obtain either in time or at all.*
- d. It emerges that you have booked and paid for a place on an expedition or trip that you hold insufficient diver certifications for or lack the necessary experience to partake in the scheduled dives safely.*
- e. We have become aware of information that identifies that you have historically undertaken dangerous, irresponsible or reckless diving practices which consequently may present a significant risk or imminent danger to either a member of staff or crew, or to another diver.*



4.1. Both safe and favourable weather conditions are critical for our expeditions and trips to proceed as planned. The decision to either continue with or cancel a trip (either in full or in part), lays entirely with our third-party skippers and not with SEPE Diving. This is in conjunction with other factors which are similarly beyond our control.

**Trip and expedition cancellations can take place at any moment, right up to the day of departure. For this reason, we insist that:**

- a. *All participants obtain the correct travel insurance policy before booking, whether travelling domestically or from abroad.*
- b. *All participants obtain the correct diver insurance cover for their level of trip or expedition prior to departure, such as recreational or technical diving.*

**SEPE Diving accepts no responsibility for cancelled trips resulting from; weather or force majeure, political instability, epidemic or pandemic restrictions on domestic or global travel, any issues relating to or caused by third parties such as the dive boat, its skipper or its crew, the dive site being declared off-limits or becoming subject to a protection or heritage order of any kind, or the removal of any third-party service which adversely impacts our ability to deliver the initially advertised itinerary.**

**4.2 In the event that SEPE Diving must cancel your booking, we may:**

- a. *Roll over your place onto the next available equivalent expedition or trip*
- b. *Where an equivalent expedition or trip is not available, we may offer you a space on the closest itinerary considering factors such as duration, price paid and diver pre-requisites.*
- c. *Provide you with a refund for your cancelled expedition or trip minus 25% of the gross value of your booking to cover administrative costs such as card or other transactional fees.*



## **5. Customer Requests for Refunds**

We may at our discretion and under certain circumstances facilitate customer requests for unconditional refunds where there is 6 months or more between any request to cancel and a trips departure. **Any amount refund by us in this instance is subject to a 15% administration fee, as well as deductions for any other non-refundable element that SEPE Diving cannot recover from a contracting third-party or service provider.**

- 5.1. In accordance with section 4(d), we will not provide refunds for cancelled bookings to customers where it is discovered that you have made a trip booking but do not obtain the necessary certifications or experience. **In this instance the terms set out in section 3 will apply.**
- 5.2. In accordance with section 4(e), we will not provide refunds for cancelled bookings to customers where it is identified that you have historically undertaken dangerous, irresponsible or reckless diving practices which consequently could present a significant risk or imminent danger to either a member of staff or crew, or to another diver. **In this instance the terms set out in section 3 will apply.**
- 5.3. **Any refunds offered by SEPE Diving or due back to the customer will be processed and returned within 8 weeks**

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