# TERMS AND CONDITIONS | TURKUAZ SIDE DIVE CENTER SIDE, TURKEY



Turkuaz Side | dive center's refund policy attempts to accommodate its guests' needs as much as possible in accordance with the following guidelines.

### | MODIFICATIONS OF YOUR RESERVATION

You are able to change your activity date at the discretion of Turkuaz Side | dive center, free of charge and subject to weather and availability, with a 24 hours' notice.

## | CANCELLATIONS

- 1. If the guest fails to show (no-show) at the scheduled start time of the diving trip/course or cancels less than 24 hours before a course or dive, or joins it after the start, or leaves it prior to its completion, no refund will be made, unless by prior agreement between Turkuaz Side | dive center and the guest that only a portion of the course or dive is to be undertaken.
- 2. If the guest cancels his/her activity, the deposit is not transferable to any other person.
- 3. If a guest cancels his/her dive course, a refund will not be issued for the eLearning or books provided.
- 4. If cancellation by our guest takes place more than 24 hours prior to schedule start of dive trip or course, a full refund will be issued.
- 5. The presence on the boat or at the beach with full diving equipment indicates the start of the dive site. From that moment refund is not possible.

# | CANCELLATION BY TURKUAZ SIDE

All our activities are highly weather dependent and Turkuaz Side | dive center reserves the right in any circumstances to cancel or postpone the tour. In instances where Turkuaz Side | dive center cannot provide the tour booked, we will return to the guest all deposits paid or Turkuaz Side | dive center may offer the guest an alternative trip. If an alternative trip is refused by the guest, Turkuaz Side | dive center remains the right to deduct the administrative cost resulting from such transactions.

## Diving course refund of un-used portion of the course

Multi day Diving Course refund policy allows for cancelation without penalty at the end of each day of the course for complete refund of the portion of the course that has not been completed at that time.

#### | ALTERATIONS TO ITINERARIES

Although every effort is made to adhere to dive schedules and itineraries, Turkuaz Side | dive center reserves the right to alter dive schedules and itineraries at any time if it is in the guest's interest to do so or when forced by weather considerations.

Turkuaz Side | dive center will not be responsible for any compensation to the guest if Turkuaz Side | dive center is forced to cancel or in any way change trips due to force majeure, namely war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disaster, fire, congestion or any other external circumstances beyond Turkuaz Side | dive center's control. If Turkuaz Side | dive center knows in advance that the weather on the day you would like to go diving most likely will prevent us from going to the dive destination as schedule, we will advise you as soon as possible and let you decide if you like to change the dive trip to another day or cancel the trip with refund. Turkuaz Side | dive center cannot be held responsible for adverse unforeseen weather conditions, involving rough seas and poor visibility, hence this is not a reason to expect a refund.

#### | WEATHER CONDITIONS

If the weather on the day of your diving trip/open water dives of a course prevents us from having a safe and enjoyable experience you will be informed that the trip is cancelled or postponed to another day. Please note that in the event of light rain without strong winds or big waves we will NOT cancel any dive trips or courses, as it does not prevent us from having an enjoyable and safe experience.

#### AUTHORITY ON TOUR / EXCLUSION FROM TOUR

The decision of the Instructor / Dive master employed by Turkuaz Side | dive center will be final on all matters likely to endanger the safety of the group. Turkuaz Side | dive center shall not be responsible for or liable to any guest who commits an illegal or unlawful act in any way.

The guest may be excluded from the trip/course without any refund of the trip/tour. If Turkuaz Side | dive center considers the guest unsuitable for a trip/tour, it may in its absolute discretion cancel such guest's booking or decline to carry the guest further if that guest causes danger, inconvenience or annoyance to other guests. If guests are found to be under the influence of alcohol/drugs prior to an activity tour, the tour will be cancelled with no refund.

We understand that at times, you may find that scuba diving is not for you or your instructor may decide that you need further one on one training to complete a diving program. In this instance you will be offered to return at a later date. This is at the dive instructors discretion. Refunds will not be issued if you find that scuba diving is not for you or if the dive instructor recommends that you return when your swimming skills or confidence in water is more advanced.

#### **BOOKINGS**

Guests that wish to make a booking in advance through internet are required to make arrangements for making a deposit payment at least 48 hours before the program starts. Balance due for the diving program will be due on the first day of the program and can only be done in cash at the dive center. Guests that wish to make a booking in advance through internet will receive within 24 hours from the booking an e-mail with the payment specifications. It is recommended to book your dive in advance during high season. (June / July / August / October) The date and time can be adjusted in consultation with the diving center if required.

#### | PAYMENT CONDITION

- 1. Partial payment of 50% from the total amount is required on bookings.
- 2. This payment can be done by bank transfer to The Netherlands or in cash at the dive center.
- 3. The full amount of the activity due by the guest to Turkuaz Side | dive center, must be paid prior to the time of all courses and dive trips.
- 4. Payments at the dive center can only be done in cash.
- 5. Turkuaz Side | center accepts cash payments in Euro, Turkish Lira, GP Pounds and US Dollars.
- 6. At the time of paying the Euro Exchange Rate will be consulted.
- 7. Turkuaz Side | dive center does not have a pin device at the dive center, hence payments by card cannot be accepted.

# | RESPONSIBILITY AND LIABILITY

Turkuaz Side | dive center, its employees, agents, and contractors are not responsible or liable for any injury, loss, accident, damage, delay, omission, irregularity or non-performance occurring in connection with these arrangements. The client understands and accepts all risks associated with any and all activities, including both land based and water activities, air travel, car travel, swimming, snorkelling, scuba diving, and boating. Divers acting irresponsibly can have an adverse impact on their fellow divers and the diving community. As a result, we will not tolerate unsafe, illegal, or irresponsible behaviour.

Please note that the above guidelines are what you should expect as worst case scenario. Turkuaz Side | dive center will do everything possible to keep cancellation / amendment costs to a minimum. Each cancellation case will be individually evaluated by our management team.