

Scuba Knights Terms of Service
Last Revised: June 10, 2019

Definitions

In this document,

- "SSI" - refers to SSI International GmbH, located at Johann-Hoellfritsch-Straße 6 D-90530 Wendelstein, Germany.
- "Non-promotional packages" - refers to travel packages purchased at market value, i.e. without any promotions.
- "Promotional packages" - refers to travel packages purchased at discounted value, which may be offered at trade fairs such as ADEX, DRT, MIDE, or, if offered by a member of our staff.
- "Recreational Dive" - refers to any SCUBA diving activity under the depth of 30 m, by a person certified as an Open Water Diver to higher by a recognized training agency such as SSI.
- "SSI courses" - refers to any SCUBA courses offered by Scuba Knights under the purview of SSI.
- "Named booking" - refers to any bookings (be it recreational or course) addressing a person by name.
- Unless otherwise indicated, all laws refer to acts and statutes gazetted in Singapore at material time.

General Terms and Conditions

1. Unless otherwise agreed in writing, all SSI courses must be completed within 1 calendar year - i.e. if you signed up on 1 Jan 2019, you must complete the course by 31 Dec 2019; likewise, if you signed up on 30 Nov, you must complete the course by 31 Dec 2019. No deferment or extension of validity period will be granted for any course, except for justified medical or grievances. To complete the course cross-year, an additional fee must be paid to cover course cost.
2. We do not guarantee your passing of SSI courses. All courses are conducted with strict adherence to SSI's Standards, such as your ability to thread water and clearing of scuba skills. While we may offer you addition training at our discretion, no refunds will be given should you fail to complete the course's requirements.
3. Prior to starting any courses or diving with us, you must sign a legal waiver and submit a medical statement proving that you are fit to dive. You may request for licensed physician in Singapore to certify that you are fit to dive. We reserve the rights to reject any participant, without any recourse or refund, should they refuse to submit said documents.
4. By signing the legal waiver, notwithstanding gross negligence and under the law, you agree to indemnify Scuba Knights, Scuba Schools International (SSI), its vendors, and affiliates, from any liabilities, whether direct or indirect, due to injuries, death, loss/damage of property, and consequential damages arising from your participation in our courses. This waiver also releases your rights to sue.
5. For recreational dive trips, you must be able to show proof that you possess a valid diving certificate from recognized agencies, either in the form of physical or electronic card or logbook. We reserve the right to reject a diver from participation or suggest a refresher course (at the diver's own expense) without any refunds or recourse.
6. Notwithstanding the Singapore TRAVEL AGENTS ACT (Amended 2017), Scuba Knights reserves the rights to alter any route, itinerary, and/or accommodation if it shall in its reasonable discretion think fit and necessary for safety and operational reasons, or in the case of *force*

majeure. In such cases, you will be notified in writing and you may, in accordance to the law, choose to cancel and obtain a refund less the cost incurred. This shall be the sole remedy for recourse.

7. Scuba Knights' personnel, may, at its discretion, decline acceptance of any person as a member of the tour if it appears that that person appears to be intoxicated, abusive, or is likely to endanger the health of safety, impair the comfort and enjoyment of others on the tour without any refund or recourse.
8. Scuba Knights have a zero tolerance policy towards abusive behaviors of sexual, predatory, violent or racial in nature. These will be reported to the police.
9. Scuba Knights reserves the right to cancel any tour prior to departure for any reason whatsoever, including but not limited operational and safety reasons. Should this happen, as the sole remedy, the entire payment will be refunded without any further obligations or liability on the part of Scuba Knights.
10. Additional package-specific terms and conditions may apply for overseas trip (Non-Tioman, i.e. Socorro, Bali, Phuket, Layang-Layang etc.)
11. Scuba Knights does not provide any refund or recourse for acts of God, union or airline strikes, wars, travel ban, epidemic or any occurrences which may impair or prevent you from utilizing any part of your booking. We can, however, provide you with a supporting letter for your travel insurance claim.
12. In case of overseas trip (Non-Tioman), the prevailing terms and conditions set out by the dive resort, live on board or operator will take precedence for any contradictions in Terms and Conditions.

Dive and Travel Insurance

1. Travel insurance is highly recommended as they will cover your costs of travel inconveniences, trip cancellation, lost baggage, medical or hospitalization, repatriation, etc.
2. Specialized dive insurance is recommended for overseas trip, where your cost of dive injury treatment may be covered.
3. Scuba Knights may refuse customer who are "at risk", without a valid travel insurance, from embarking on a tour.
4. SSI courses containing open water segments (such as Open Water Diver, Advanced Adventurer etc) are eligible for DiveAssure Start Dive insurance. Enrollment in this program is automatic. This program may be withdrawn at any time at the discretion of DiveAssure/SSI.

Cancellation Policy

1. All SSI courses comes with electronic training material which is named to you and is non-transferable.
2. (Non-promotional package): If you cancel prior to the start of your theory lesson: You will be refunded less the cost of SSI material + 10% administrative charges.
3. (Non-promotional package): If you cancel prior to the start of your pool session: You will be refunded less SGD 150 due to cost incurred from theory lesson.
4. (Non-promotional package): If you cancel after your pool session, but more than 2 weeks before your Tioman open water trip: You will be refunded less SGD 300 due to cost incurred from pool and theory sessions.
5. (Non-promotional package): If you cancel after your pool session, but less than 2 weeks before your Tioman open water trip: You will be refunded less SGD 400 due to cost

- incurred from pool and theory sessions as well as cost arising from your outbound trip.
6. (Non-promotional package): Recreational dive only - Administrative fee of SGD 50 will be levied if cancelled more than 2 weeks from date of Tioman departure.
 7. (Non-promotional package): Recreational dive only - SGD 200 will be levied if cancelled less than 2 weeks from date of Tioman departure.
 8. (Promotional package): Strictly no refunds are allowed - forfeiture of SGD 150 deposit should you decide to cancel for any reasons (be it medical or personal). For course, We may allow you keep your course status for up to 1 calendar year.
 9. Scuba Knights reserves the exclusive right to accept or refuse any request for changes made less than seven days before program commencement or trip departure. All decisions from appeals are final and no recourse shall be given.

Postponement and Additional Charges

1. Postponement of theory session: No charge if notice is given to us in writing 3 days prior. Additional SGD 35 is levied otherwise.
2. Postponement of pool session: No charge if notice is given to us in writing 7 days prior. Additional SGD 50 is levied otherwise.
3. Postponement of Tioman trip within 7 days or less: 40% surcharge on top of your course fee.
4. Postponement of Tioman trip within 14 days or less: 15% surcharge on top of your course fee.
5. Confined Water / Pool Session: On rare occasion when a student needs to come back for an additional Singapore pool session, SGD 45 will be levied. This will be due to him/her not being able to complete the pool session dive requirements.
6. Open Water: An additional SGD 35 / dive is levied for one-on-one make up sessions with your instructor.
7. Damage to property of dive resort, save for expected wear and tear, due to customer's negligence - billed at fair value in lieu of equipment repair or replacement.
8. Loss of Tioman dive lodge room key: SGD 50 surcharge for lock replacement.
9. Waiver of postponement charges: You may appeal to us in writing stating your reason and providing supporting documents. All decisions are final.

Equipment Rental Policy

1. Scuba diving equipment that is provided or rented during the course of your program is provided as an extra service and "as is" without warranty.
2. The hirer agrees that reimburse us at fair value for any equipment that is lost or damaged, save for reasonable wear and tear, whilst under the care of the hirer.
3. While we endeavor to keep all our equipment in good, working condition, we are not responsible for any equipment malfunction during the course of your program/package. It is the sole responsibility of the hirer to personally check and acknowledge that the equipment is in good, working order prior to accepting the equipment.
4. Except for gross negligence and under the law, Scuba Knights assumes no responsibilities and holds no liabilities to injuries or death arising from the use of our rental equipment.

Payment and Transfer of Booking

1. Full payment is to be made immediately for any recreational dive trip, except for promotional packages.

2. Unused part of the booking cannot be exchanged for other goods or services.
3. Transfer of named booking for recreational dive packages is allowed, and Scuba Knights must be notified at least 2 weeks prior to the departure date of the changes.
4. Transfer of named booking for SSI courses is strictly prohibited.

Environmental Policy

Scuba Knights adopts Green Fin's best practices. Customers are expected to respect the environment and abide to local rules and regulations with regards to marine conservation.

Our Rights to Change

Notwithstanding any law, acts of statutes, Scuba Knights reserves the rights to alter or amend any part of this document without prior notification to you. The latest version can always be found at <https://scubaknights.com/terms-of-service/>. To avoid doubt, a copy of this document is attached to your booking.

This document is last revised on June 10, 2019.