

**TERMS AND CONDITIONS
OF TRADING OF
THE UNDERWATER CENTRE
(TASMANIA) PTY LTD**

Unless otherwise modified by a document in writing executed by or on behalf of The Underwater Centre (Tasmania) Pty Ltd (“the Company”), applications by Students and deposits paid by students or on their behalf for any Course offered by the Company (“Course”) are received subject to the following terms, conditions and provisos. *Please read carefully and initial next to each paragraph to signify that you have a full understanding of the following.*

1. The Applicant warrants to the Company that the information and particulars comprised within the diving Course application form submitted to the Company is true and correct and contains no miss-description of the Applicant’s qualifications and experience and the Applicant is not aware of any material change in the health material disclosed in the most recent dive medical examination undertaken by the Applicant.
2. If an Applicant has misled or misrepresented their experience to the Company to obtain a place on any Course or has otherwise supplied untrue or false information regarding their qualification or experience the Applicant will, entirely at the discretion of the Company, be liable to forfeit all monies to the Company and their position on the Course.
3. Any application for a place on a Course shall not be confirmed as a booking by the Company until cleared funds for the deposit with respect to the application shall be paid to the Bankers of the Company. The completion of this document and associated booking documents must be fully completed, signed and received by the Company prior to the Applicant’s Course commencement.
4. Any application without payment of full deposit will not be treated as a booking and subsequent applications with paid deposits will be treated in priority on a first come first served basis.
5. The Company requires **full payment** of all course fees **60 days prior** to course commencement date. **Until full payment has been effected the fee payable to the Company for a course may be varied.** If varied, the Company will give notice in writing of the proposed variation. The Applicant may elect to receive a refund of the course deposit, in lieu of proceeding with the Course booking at the varied fee.

6. Non-payment of outstanding Course fees to the Company by the Applicant by the due date (60 days prior to Course commencement) will forfeit all monies paid and course placement.
 7. The Company reserves the right to vary course fees at anytime up to 40 days prior to the course commencement date, unless full payment has been effected. Any Applicant having paid the entire course fee may request a refund of the course fees paid, less the Administration fee.
 8. The Company reserves to it the right to withhold following completion of any course, any certification or accreditation thus gained by any successful Applicant pending payment of the balance of any outstanding monies due to the Company.
 9. Any Applicant who shall cancel a course up to 70 days prior to the commencement date of the course (or as a consequence of the variation of the course fee) authorises the Company to deduct from the deposit an administration fee of 40% of the deposit value. Cancellations within 60 days of the commencement of a course will result in the forfeiture of all monies paid to the Company.
 10. Notwithstanding that the Company may be entitled to forfeit any deposit/monies it may at its discretion credit in the name of the Applicant any deposit/monies paid to a further course.
 11. Applicants may amend their course bookings up to 65 days prior to the start date of the first course of any multiple course packages. The Company may at its discretion refuse to accept any changes after deposit is made subject to administrative requirements of each course. The Company will endeavour to accommodate changes wherever possible.
 12. All packages sold by the Company are offered at a special package price and should any single part of the package not be required by the Applicant no reduction or refund in the course fee will be given.
 13. The applicant may request a single transfer to another course date which may be granted by the Company at their discretion where exceptional circumstances apply. Exceptional circumstances are as follows:
 - Inability to obtain a Visa (for foreign students) - must supply evidence
 - Ill health – must supply medical certificate
 - Severe personal circumstances
- Late submission of a visa application is not sufficient excuse for non attendance or refund of monies paid as it is the applicant's responsibility to ensure a timely submission of said application.**
14. The Applicant is allowed one transfer only to another course date under the above circumstances and should they cancel for any reason off the transferred course all monies paid to the Company shall be forfeited.
 15. The Applicant will be required to pay the current course fee when transferring from one course date to another.
 16. A zero tolerance for drugs and alcohol exists as part of the O H & S policies and as such the Applicant authorizes the Company to perform random drug and alcohol tests utilizing the Company's testing procedures. Should a positive reading of any type be indicated the Applicant will be immediately removed from the course and the Company premises.

17. The following will result in the Applicant's immediate dismissal from a course with the loss of all monies paid without compensation.
- (a) Wilfully damage the Company's or designated accommodation property
 - (b) Breach no smoking rules
 - (c) Consume alcohol on Company's premises
 - (d) Arrive at class with a hangover or smell of alcohol or affected by alcohol
 - (e) Possession of or under the influence of alcohol or non prescription drugs
 - (f) Disobey or fail to act on verbal or written instructions of staff or instructors
 - (g) Disturb any guest or customer on the Company's or designated accommodation premises
 - (h) Fight on the Company's or designated accommodation premises
 - (i) Bring the Company and the Students of the Company into disrepute by bad behaviour whilst on the Course
 - (j) Fail to pay any fees, deposits or invoices of any nature as and when they fall due during the Course.
 - (k) Failure to observe any safety procedures

Requests for reconsideration of dismissal from a course must be lodged within 28 days with the Managing Director of the Company by notice in writing.

18. The Company may waive compliance with any of the conditions but any waiver shall be without prejudice to the subsequent enforcement of such conditions or prevent the dismissal or exclusion of the Applicant at a later date for that offence or a repeat of that offence.
19. Diving courses are run under the ADAS standards and the rules and conditions imposed by these societies save and accept where inconsistent with these terms and conditions, shall be applied in addition to the conditions contained herein.
20. The Company shall not be held liable for any loss or damage to personal property used or stored anywhere in or on the Company's premises.
21. The Course duration may change without notice to any Applicant. On completion of any training the Applicant / Student may leave the course prior to the notified conclusion without refund from the Company.
22. The Course commencement dates are subject to change and the Company may at times have to make unavoidable changes to course commencement dates. The Company shall endeavour to provide adequate advanced notice to the applicant as is practicable in the circumstances. However, where change of commencement date may be required the Company will not be held responsible for any costs incurred by the Applicant.
23. Each Applicant authorises and licences to the Company any photographs and images which may be taken of course participants during the course for advertising purposes in the sole discretion of the Company.

I agree to abide by the above terms and conditions set down by The Underwater Centre (Tasmania) Pty Ltd ("the Company").

Signed: _____ **Date:** ____ / ____ / ____

Print: _____

Please sign and return with your Course application and deposit.