

NEW ZEALAND DIVING LIMITED

Terms and Conditions

These Terms and Conditions apply to all services operated by New Zealand Diving Limited. Please read these Terms and Conditions carefully before purchasing a product or boarding any New Zealand Diving Limited vessel or vehicle. By purchasing a product or services in any way, you agree to be bound by these Terms and Conditions. Nothing in these Terms and Conditions is intended to limit your rights under the Consumer Guarantees Act 1993. New Zealand Diving Limited may vary these Terms and Conditions at any time by updating them online.

General products or services

- All charters & courses are non-refundable and are valid for one year from the date of purchase & at the discretion of New Zealand Diving Limited.
- All bookings must be used in accordance with any time, date and/or special conditions indicated on the product, and in accordance with these terms and conditions.
- Customers must arrive prior to the specified time as indicated at the time of booking.
- All services, sailings and itineraries are subject to change at New Zealand Diving Limited's discretion. Reasons may include, but are not limited to weather and sea conditions, and operational and safety requirements.
- In the event of postponement or cancellation of a booking or service, customers may choose to reschedule to an alternative date, exchange for an alternative service or exchange for merchandise within our retail shop to the value of the payment received directly by New Zealand Diving Limited from the customer or tour operator.
- Unused portions of bookings will not be refunded or exchanged for alternative services or merchandise.
- Advance bookings are recommended for New Zealand Diving Limited tour products and tourist services. Full payment is required at time of booking to confirm your booking.
- Any bookings with outstanding payments will be treated as unconfirmed.
- Bookings for New Zealand Diving Limited charters & courses may be exchanged or rescheduled up to 48 hours prior to time of travel. No refunds will be given for cancellations within 48 hours of travel time. Customers must travel on the time and date that has been booked with products displaying the correct time and date of travel.
- A deposit may be requested to confirm your reservation or booking for a charter or large group in which case it will be a non-refundable payment. Payment of a deposit forms part of the final payment and means you have read and accepted these Terms and Conditions.
- New Zealand Diving Limited may engage services of other operators who are not connected with New Zealand Diving Limited and whose operations are outside the control of New Zealand Diving Limited. New Zealand Diving Limited accept no responsibility or liability for the service provided by those operators except as required by law.
- New Zealand Diving Limited terms and conditions apply to any of our services in preference to any booking made via a third party.
- If a customer is using a New Zealand Diving Limited service for business purposes, the provisions of the Consumer Guarantees Act 1993 do not apply.
- All prices are in New Zealand Dollars and include Goods and Services Tax.

Liability of New Zealand Diving Limited

- On booking our charters or courses customers acknowledge, understand and accept that New Zealand Diving Limited cannot be held responsible for any injury or loss due to natural disasters including & not limited to: volcanoes, earthquakes or adverse sea and weather conditions.
- Customers travel at their own risk and New Zealand Diving Limited will not be responsible for any loss, damage, cost, expense or injury suffered by customers or loss or damage to a customer's property.

- New Zealand Diving Limited will not be liable for any loss, damage or delay caused by or arising from an event beyond their control.
- New Zealand Diving Limited may use any mode of transport to carry customers and may substitute the mode of transport used at any time.

New Zealand Diving Limited does not guarantee that services will be available at any particular time or at all, and is not liable to a customer or any other person for any consequences, loss or damage as a result of a cancellation or any variation of the time of arrival or departure from any wharf or stop of any vessel or vehicle;

- If there is contributory negligence on the part of a customer or other person, New Zealand Diving Limited's liability is subject to the law relating to contributory negligence.
- New Zealand Diving Limited may vary or cancel wholly or in part the scheduled services shown in their timetables or may vary the point at which vessels/buses will pick up and drop off customers.
- New Zealand Diving Limited will not guarantee the time of arrival or departure of its services at the times published in its timetable.
- New Zealand Diving Limited will not guarantee the availability of any seat or any specific area within a vessel to any Customer.
- Products are subject to any alteration which New Zealand Diving Limited may make to the service to which that product relates during the currency of the product and the holder of the product is not entitled to any allowance or compensation due to any change in the time or location of the service or any reduction in the service.

New Zealand Diving Limited are not required to refund money or to make any other allowance to a Customer:

- for cancelled, delayed, rescheduled or relocated services; or
- who changes their mind or has a change in circumstances; or
- for any unused portion of concession or periodic products; or
- who has lost or mislaid his or her booking;
- who wishes to take advantage of any reduced rates online; or
- because of a subsequent reduction in the Rate for that Product Type; or
- who is unable to fully utilise their booking for any reason; and
- who is unable to provide proof of purchase.

Any refunds will be subject to New Zealand Diving Limited Terms & Conditions.

Nothing in these Conditions is intended to limit or replace any rights Customers have under the Consumer Guarantees Act 1993.

Indemnity

The Customer will indemnify the Operator at all times against any loss, damage or cost suffered or incurred by the Operator as a direct or indirect result of a breach by the Customer of his/her obligations under these Conditions.

Personal Items

- Crew may determine whether luggage is acceptable as carry-on luggage, based on space in the vessel, safety and the size of the luggage.
- All personal items taken on-board is carried at the owner's risk. New Zealand Diving Limited accepts no responsibility for lost, stolen or damaged items. Please be mindful with your personal items and keep all valuable items with you at all times.
- The carriage of dangerous goods is regulated by the Maritime Rules of Maritime New Zealand. No petrol or large gas cylinders will be carried. Any item that has a fuel tank, any LPG bottles, paints, batteries and other volatile or corrosive substances must be declared prior to embarking, and if New Zealand Diving Limited accept transporting the goods, they must be packaged and stored in accordance with the

instructions of the Master, crew or staff. If in doubt, speak to staff or crew about any goods you wish to transport, declare all items. All goods are carried at the discretion of the Master of the vessel.

- Firearms are not allowed on any vessel.
- Failure to follow crew instructions may mean personal items will not be accepted on-board the vessel. New Zealand Diving Limited will not be liable to any customer in any way, if personal items are refused to be carried onboard.

Public holidays

- New Zealand Diving Limited operate public holiday timetables on a limited service.
- New Zealand Diving Limited have limited services over the Christmas New Year holiday period, please contact New Zealand Diving Limited for further details, or refer to our Christmas timetable when available.

Filming

Commercial use of video, photography or audio recording equipment without permission of New Zealand Diving Limited is prohibited. For enquiries or permission to film, please contact: dive@nzdivng.co.nz

For commercial use of video, photography or audio recording equipment on or around the wharf areas, please contact Auckland Transport, or on DOC islands, please contact DOC.

Advertising or literature

Distribution or posting of any literature or advertisements on the New Zealand Diving Limited vessels or vehicles without permission is prohibited. For enquiries about advertising, please contact: dive@nzdivng.co.nz

Code Of Conduct

We want all our customers to have a comfortable and enjoyable experience with us, so we ask that you observe our Code of Conduct while travelling with New Zealand Diving Limited.

Conditions of travel

Master and crew instructions must always be followed while boarding or disembarking, and throughout the duration of the trip.

New Zealand Diving Limited and crew reserve the right to refuse participation to our services to any person who:

cannot produce a valid booking reference; or

- is deemed unruly; or
- is using abusive or offensive language; or
- is in unclean state; or
- is unfit to travel, including but not limited to any person under the influence of drugs or alcohol; or
- is likely to cause distress or discomfort to other passengers, or crew and staff; or
- has engaged in any unlawful activities affecting either directly or indirectly New Zealand Diving staff or other passengers; or
- is contravening or breaching any of the General Terms and Conditions; or
- is failing to follow any safety or operational instructions issued by New Zealand Diving Limited staff and crew; or
- for any other reason where the safety or security of staff, crew or customers may be at risk.

The Master and crew have the right to inspect the contents of any customer's luggage or freight for any noxious plant or animal pest on any service whose destination is part of the Department of Conservation Estate.

The Master of the vessel has the right to refuse access on any service to any passenger carrying any noxious plant or animal pest.

Notice of Refusal to Carry

If you have committed misconduct on any previous service operated by New Zealand Diving, and we are not satisfied that your misconduct will not reoccur, we may refuse to carry you, and you may be issued a Notice of Refusal to Carry or a Trespass notice.

Any threat, verbally or physically abusive, insulting or intimidating behaviour or words towards any New Zealand Diving staff, crew, bus drivers, contractors or any other person will not be tolerated, and we may refuse to carry you, and you may be issued a Notice of Refusal to Carry or a Trespass notice.

Notice of Refusal to Carry or the Trespass notice will set out the period of time the notice is effective from and to, and will be enforced on all New Zealand Diving vessels, buses or other transport or areas within New Zealand Diving Limited's control.

Children

- Parents or guardians are solely responsible for the behaviour of children in their care or under their supervision. Under no circumstances is New Zealand Diving Limited responsible for the supervision or care of any child whether they are unaccompanied or travelling with their parent or guardian.
- New Zealand Diving Limited strongly recommend a parent or guardian accompany any child 10 to 15 years of age on all services.
- By allowing your child to travel unaccompanied, you acknowledge that the child will be able to follow crew safety instructions and act appropriately throughout the service. You also acknowledge that New Zealand Diving Limited cannot and will not be responsible for the supervision or care of any unaccompanied child.
- No child under 10 years of age may travel unaccompanied.
- New Zealand Diving Limited crew and staff have the right to refuse to carry any passenger they consider too young or not competent or fit to travel unaccompanied.
- New Zealand Diving Limited highly recommends unaccompanied children are dropped off and collected at ferry terminals by a parent or guardian as some terminals are unattended.

Smoking

Smoking & the use of vapes is strictly prohibited on our vessels.

Alcohol & Drugs

- Alcohol & drugs strictly prohibited on our vessels & courses
- Any passenger considered under the influence of alcohol or drugs will have their service cancelled & requested to vacate our premises/vessel at their own cost.

Rubbish

The Hauraki Gulf is precious and needs to be looked after, please use the rubbish bins provided on the vessels or take it with you. Do not dispose of any rubbish overboard.

Audible devices

In consideration to other customers, audible devices are not permitted to be used without headphones. Audible devices include but are not limited to mobile phones, smart devices, radios, gaming devices and audio/video playback devices.

ABUSIVE CUSTOMERS POLICY

Purpose

To demonstrate to all employees that New Zealand Diving Limited is committed to creating a safe working environment this includes protecting them from abusive customer behaviour.

To provide a framework of resources including training, processes, technology and systems that provide support for employees and to provide sanctions employees may take against abusive customers if required.

Scope

This policy applies to all employees of the company.

Abuse is targeted and unwanted offensive behaviour, either verbal or physical, that an employee finds intimidating, humiliating or harmful and which has a detrimental effect on their wellbeing. This may be in person, on the telephone, on social media or in writing.

Definitions

Term

The company

The manager

Verbal Abuse

Physical Abuse

Definition

New Zealand Diving Limited

the manager the employee reports to.

Offensive & insulting language, including using words considered rude, unwarranted complaining, swearing, negative comments about employee's, discriminatory language about race, gender, sexual orientation. This includes threats of violence.

Physical violence, including pushed, shoved, walked into, poked, grabbed or touched in an unwanted manner.

Background

If a customer is unhappy about the quality of services that they have received from New Zealand Diving Limited, they are perfectly entitled to express their dissatisfaction. And if they remain calm and civil, despite their frustration or anger, our employees will be willing to help them with their issue. Our employees will try hard to put things right and find a solution for the customer.

New Zealand Diving Limited has zero tolerance for any customer abuse of our employees.

Below are the principles New Zealand Diving Limited are committed to prevent, manage and respond to abusive customers, to keep our employees safe always.

- Employees should remove themselves from any situation in which they feel unsafe.
- Incidents of verbal customer abuse should immediately be escalated to the employee's Manager.
- Incidents of physical abuse should immediately be escalated to the employee's Team Leader or Manager and will be referred to the police.
- Incidents involving physical harm should be immediately notified to the employee's Manager as well as the relevant emergency services.
- New Zealand Diving Limited will have the Abuse Policy and Procedures clearly accessible for employee's on internal communication channels.
- CCTV is installed on some vessels and buses
- Security services are deployed on the wharf and on some of our vessels on late night services.
- All incidents of abusive customers should be immediately recorded in Echo Portal so they can be investigated

Legal Costs

The Customer agrees to pay all legal or other costs of the Supplier, on a Solicitor/Client basis, of any enforcement action taken by the Supplier against the Customer pursuant to these Terms and Conditions of Trade.

Medical Information

All marine related activities, including diving, are potentially dangerous, and may require elements of skill by those undertaking the activity. You should not undertake a water based activity for which you are untrained or un-prepared. These water-based activities, including diving, also require a level of physical fitness and good health.

If you do have a medical history of heart or lung disorders, asthma, or epilepsy, or are an insulin dependent diabetic, you should declare it to our staff. We are not medically trained, but we are trained to identify and minimise potential risk. You may need a medical from a doctor that requires you to be declared "fit to dive" before we can take you diving.

We reserve the right to withdraw any person who, in our opinion, is likely to endanger themselves or others and we reserve the right to cancel any trip, diving, or other activity if we become concerned for any reason for your safety or that of any other person. If any activity is cancelled in those circumstances we are not obliged to make any refund.

Health and Safety Policy

New Zealand Diving is committed to:

- Preventing serious harm to staff and customers
- Complying with health and safety legislation.
- Establishing measurable objectives and targets to ensure continued improvement with the aim to eliminate work-related illness and injury.
- Continually improving health and safety management.
- Taking all practicable steps to ensure the health and safety of staff and customers.
- Committed to the maintenance and protection of the marine environment in which we are privileged to work.

In meeting these commitments, New Zealand Diving will take responsibility for health and safety procedures, however employees need to be aware of their responsibilities and comply with the company's health and safety policy.

This policy is appropriate to the nature and scale of our risks. Each employee will be actively encouraged to take personal responsibility for safety, to be aware of their responsibilities and to play a vital and responsible role in maintaining a safe and healthy workplace.

Together we aim to:

- Provide a healthy and safe workplace, safe equipment and proper materials.
- Identify and manage all hazards and risks.
- Establish and insist on safe practices at all times.
- Accurately report and record workplace incidents.
- Comply with all relevant legislation, regulations and codes of practice.
- Involve our team in the development of health and safety systems
- Invite feedback on, and regularly review safety systems in order to continuously improve.

Your participation is much appreciated.