

Terms and conditions for the supply of goods and services

Welcome to San José Divers, we are excited to have you join us! The below guidelines explain our policies and procedures for bookings, cancelations, and refunds during your time with us.

Please take a moment to read through our Terms & Conditions, which apply to all our services, including dive packages, dive courses, and rental equipment. By booking with San José Divers, our guests agree to and comply with all the terms and conditions outlined below.

Please note the below terms and conditions are “worst case” and we always strive to allow the most lenient interpretation possible. Our management team will evaluate each cancellation/refund/claim case individually to determine the outcome.

1. Deposit, payment & refund policy

This policy is designed to accommodate the guests' needs as much as possible under the following guidelines:

Deposit

We request a deposit of 10% at the time of booking to secure a spot. You may choose not to pay a deposit; however, we will not guarantee the spot will be held. Deposits are strictly non-refundable.

Payment must be paid in full before any in-water activities begin.

In the unlikely event that you cannot dive with us, we are happy to offer credit (valid for 24 months), credit will be issued per table 1. In the unlikely event that a cancelation becomes necessary the refund amount will be assessed per table 1.

Two weeks prior to arrival	100% refund (deposit not included)
One week prior to arrival	80% refund (deposit not included)
48 hours before arrival	75% refund (deposit not included)
Between 48 hours & 17:00 the day before arrival	50% refund (deposit not included)
No shows & after 17:00 the day before in water activities	0% refund



Table 1.

No refunds or credit can be given for PADI materials purchased directly from PADI for courses. However, these materials can be used at any PADI Dive Centre worldwide for up to 12 months via the referral process.

2. Trip cancellation policy

In rare circumstances San José Divers is forced to cancel a diving trip or open water dives of a course due to weather conditions or other reasons beyond our control. In that case, you will receive a full refund (deposits not included) or the option to reschedule for another day, free of charge (deposit is transferable).

Weather conditions can affect the safety and enjoyment of diving trips. If the weather on the scheduled day of the dive trip is deemed unsafe, you will be notified of the cancellation and offered a refund or opportunity to reschedule for another day as early as possible. Cancellations are rare, but if the Port Captain, Coastguard, or other authorities closes the port, we are not allowed to leave the harbour. In other circumstances the captain of our boat and our staff have final say. Yours, ours, and our boats safety are always the number one priority of San José Divers.

Dive schedules are subject to change without prior notice under weather conditions to ensure your safety. If San José Divers anticipates adverse weather conditions on the day of your scheduled dive trip, they will notify you in advance and give you the option to reschedule or cancel for a full refund (not including the deposit). However, San José Divers cannot be held responsible for unforeseen adverse weather conditions, including rough seas and poor visibility.

3. Payment and booking

All prices displayed are in USD and are inclusive of national taxes.

When you pre-book our services, we offer you three payment options for your booking:

1. Pay the total booking amount in advance and get a 5% discount on the total confirmed booking amount.
2. Pay a 10% deposit to guarantee your place on our courses or trips.
3. Pay the total confirmed booking amount upon check-in. No guarantee of a place can be given in this circumstance.



The above discount applies to the dive packages or courses of the initial confirmed booking only and **does not** apply to any additional services, hotel accommodation, PADI physical or eLearning materials.

For payment options 1 or 2, payments can be made via bank transfers to our Mexican bank account or online via our website with a payment link. Please note that our website is secure, and all payments are protected, and SSL encrypted.

In the case of deposits, the remaining balance is due before any in-water activities. You may settle the balance via credit card, bank transfer, or cash. Cash deposit payments are accepted in United States Dollars or Mexican Pesos and are subject to the exchange rate of our partner bank, Grupo Financiero Banorte.

We will provide the course materials once we receive payment and registration details for each student. This is not refundable once sent as it cannot be reclaimed.

For pre-bookings with payment option 3 and the bookings made on the spot, you will pay the total amount upon check-in. Available payment options are by credit card, bank transfer, or cash. Cash payments are accepted in United States Dollars or Mexican Pesos and are subject to the exchange rate of our partner bank, MX Grupo Financiero Banorte.

4. Health and No Fly Time

To scuba dive, all divers must be in good health. If you're engaged in learning, you'll need to complete a medical form. This form is integrated into our digital check-in system. If you answer 'yes' to any of the questions, you'll need to visit your doctor and obtain medical approval before registering for the dive or course. You can obtain this permission in your home country, but all parts must be filled correctly **INCLUDING THE DATE FORMAT (dd/mm/yyyy)** to avoid having to repeat the process here. If you do not manage to see your doctor in your home country prior to leaving, you can obtain clearance here, although delays in diving/courses may occur.

Additionally, it's essential to remember that you should wait at least 18 hours before flying after diving. If you plan to fly the day after your dive, please let us know so we can ensure your safety.



5. Waiver of Liability

To ensure the safety of all divers, we require that everyone reads, fills out, and signs a copy of the PADI forms related to scuba diving. Therefore, we ask that you review this agreement before booking your diving adventure with us.

[10346 – Diver medical form](#)

[10334 – Non-agency disclosure and acknowledgement agreement](#)

[10072 – Release of liability & assumption of risk agreement](#)

[10060 – Standard safe diving practices statement of understanding](#)

[10615 – Youth diving: responsibilities and risks acknowledgment](#)

[10038 – Continuing education administrative document](#)

[10079 – Travel and excursions](#)

6. Divers Certification and Equipment

For safety reasons, only certified divers are permitted to participate in scuba diving activities unless they are enrolled in a scuba training program or introduction dive and are under the direct supervision of a suitably qualified certified professional. It's important to note that all divers assume full responsibility for themselves, their actions, and their equipment.

We require all divers to provide proof of certification before engaging in scuba diving activities. If a diver is unable to provide evidence, we may not be able to allow them to dive.

Divers can choose to use their gear or the equipment we have available. Note equipment is included in courses, not in dive trips/fun dives. However, the diver must inspect their gear before every dive and ensure it functions properly. It's crucial to understand that equipment malfunctions can happen, and divers must be prepared to handle such situations appropriately according to their certification level.

7. Lost or damaged gear

At San José Divers, we take great care to provide high-quality gear for our customers to ensure a safe and enjoyable diving experience. Unfortunately, however, we cannot be held responsible for any loss or damage to personal belongings.



If any gear is lost or damaged due to incorrect, irresponsible, or inappropriate use by our customers, we will charge (including import costs & national taxes) for the damaged or lost items. It's important to note that we reserve the right to determine whether the damage was due to customer misuse or normal wear and tear.

We encourage all our customers to take good care of the gear they rent from us and to report any damage or loss immediately. By doing so, we can work together to ensure a positive diving experience for all.

8. Responsibility and Liability

Please be advised that San José Divers, its employees, agents, and contractors are not responsible or liable for any injury, loss, accident, damage, delay, omission, irregularity, or non-performance concerning your diving arrangements. The guest is fully aware of and accepts all risks associated with any activities, including land and water-based activities, air travel, car travel, swimming, snorkelling, scuba diving, and boating.

It's important to note that divers acting irresponsibly can harm their fellow divers and the diving community. As a result, we have a zero-tolerance policy toward unsafe, illegal, or irresponsible behaviour.

At San José Divers, we prioritize safety and enjoyment for all divers. Therefore, we encourage all divers to act responsibly and adhere to all safety protocols to ensure a safe and enjoyable diving experience for everyone.

9. Drugs, alcohol and abusive behaviour

San José Divers has a zero alcohol and drug policy. If we suspect someone is under the influence they will not be allowed to participate, and no refund will be given.

San José Divers has a zero abusive behaviour policy. Any persons found to be acting in a way such as to cause offence including but not limited to language, intimidation, bullying or physical will be asked to leave our premises and no refund will be given.

San José Divers reserves the right to refuse goods and service to any person according to local and national law.

