

# Snorkelling with Sharks

## Terms and Conditions

### General

These terms and conditions apply to your 'Snorkelling with Sharks' experience (the "**Experience**"), and contain important information, concerning participation by you, and members of your party in the Experience. Accordingly you acknowledge and agree that you will ensure that all members of your party are aware of and accept these terms and conditions

No variation to these terms and conditions shall be binding unless agreed in writing by London Aquarium (South Bank) Limited (registered number 06553877) whose registered office is at 3 Market Close, Poole Dorset BH15 1NQ, trading as SEA LIFE London Aquarium.

Each participant of the Experience must sign a declaration in such form as shall be provided by SEA LIFE London Aquarium (the "**Declaration**") prior to taking part in the Experience.

SEA LIFE London Aquarium will refuse admittance to the Experience to any person who is under the influence of drugs or alcohol or is behaving in an offensive/ uncooperative manner.

### Minimum requirements for participants

There is no minimum age requirement for participation in the Experience.

Each participant in the Experience must be 1.3 meters tall or taller.

All participants aged 14 years old and under must be accompanied into the enclosure and at all times throughout the Experience by a parent or guardian

All participants aged 17 years old and under must have a parent or guardian sign their Declaration.

### Conditions of the Experience

Snorkelling is physically demanding and can be dangerous. Participation in the Experience may also aggravate existing pre-existing medical conditions. Participants and/or legal guardians of participants must consult their doctor in the event that they have any concerns with their own ability to participate in the Experience, or the ability of any participant for which they are legally responsible to take part in the Experience. Please inform SEA LIFE London Aquarium as soon as possible if you have any special needs relating to participation in the Experience, or if you have any queries regarding participation in the Experience.

Participation in the Experience shall not be permitted if any participant has any open wounds.

SEA LIFE London Aquarium reserves the right to cancel the Experience, refuse admittance, or remove a participant from the Experience at any time if in its absolute discretion it believes that a participant may be at risk, or should it deem it to be necessary to do so.

All participants in the Experience will receive safety training from an employee of SEA LIFE London Aquarium (“**Guide**”) prior to the commencement of the Experience.

Participants in the Experience will be accompanied by a Guide throughout the Experience.

Participants of the Experience are required to act responsibly and courteously at all times and to respect other participants of the Experience, visitors of SEA LIFE London Aquarium, Guides and SEA LIFE London Aquarium agents or subcontractors.

Payment for the Experience is due in full at the time of booking in accordance with our current rates. All prices are, unless otherwise stated, inclusive of VAT and other applicable taxes

It is a requirement that all participants of the Experience arrive at SEA LIFE London Aquarium “check in” for their Experience 15 minutes prior to the scheduled start time. Late arrival or non-attendance will result in non admittance to the Experience. Missing your scheduled time is non-refundable.

You must advise SEA LIFE London Aquarium as soon as possible of any mistake in your booking form, or any changes required to be made to any signed Declaration.

Changes made by you to the time, date or participant of the Experience can only be made up to **72 hours** prior to the actual Experience date at the discretion of the SEA LIFE London Aquarium.

**Changes made within 72 hours of the Experience date will not be permitted.**

SEA LIFE London Aquarium shall be entitled to cancel your booking and/or the Experience at any time, and in the event that it decides to do so (unless the cancellation is as a result of any breach by you of these terms and conditions), shall use its reasonable endeavours to notify you of such cancellation as soon as reasonably possible. In the event of a cancellation under this paragraph participants will be re-booked at the earliest possible time, taking into account

available places, or at the discretion of SEA LIFE London Aquarium shall be entitled to a full refund, but no other compensation shall be payable.

All equipment for the Experience will be supplied by SEA LIFE London Aquarium. Personal masks, snorkels and wetsuits are the only items that will be permitted to be used in the aquarium by your Guide and must be dry as wet equipment poses a risk of transferring unwanted organisms into the Aquarium.

Except as otherwise provided, neither SEA LIFE London Aquarium or its related bodies corporate, employees or agents shall be liable (to the extent permissible by law) for any loss, damage or injury arising from or connected with the Experience no matter how that loss, damage or injury is caused, including but not limited to any condition caused by any pre-existing medical, physical or psychological condition.

Except as otherwise provided in these terms and conditions, SEA LIFE London Aquarium's liability shall be limited to the refund to a participant of any charges paid to SEA LIFE London Aquarium.

Nothing contained in these terms and conditions is intended to nor shall limit the liability of SEA LIFE London Aquarium, its related bodies corporate, employees or agents in respect of death or personal injury caused by its negligence.

In the event of any inconsistency between these terms and conditions, and the Declaration, the provisions within the Declaration shall prevail.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions (and the remainder of the provision in question) shall be unaffected.

The interpretation, construction, effect and enforceability of these terms and conditions shall be governed by English Law.

SEA LIFE London Aquarium and you agree to submit to the exclusive jurisdiction of the English courts for the determination of any dispute.

**I have read and agreed to the above terms and conditions:**

Signature.....

Name.....

Date.....