

Terms and Conditions: Dive Adventures The Scuba Couple - Sander Scubadive GbR

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Please read these Terms and Conditions: Dive Adventures (hereinafter T&C-DA) carefully before booking your dive trip with us. By making a booking, you agree to these T&C-DA. These T&C-DA apply explicitly and without limitation to all our dive trips.

1. **Scope**

1. These T&C-DA apply to all contracts for dive trips offered by **The Scuba Couple - Sander Scubadive GbR**.
2. The T&C-DA come into effect as soon as participants agree to the contractual terms by making a deposit.
3. The contracts referred to above may include the arrangement and/or execution of dive trips, diving excursions, and related services (or parts thereof).
4. Any deviating terms and conditions of participants shall not apply unless expressly agreed in advance.
5. Participants are all natural persons who enter into a legal transaction for purposes that are predominantly outside their commercial or self-employed professional activity.
6. Commercial use of our dive travel services by participants is expressly prohibited. This includes, but is not limited to, the commercial resale or redistribution of booked travel spots.

2. **Contracting Party**

1. The travel contract is concluded with:
The Scuba Couple - Sander Scubadive GbR
Owners: Maike and Niels Sander
Blomberger Str. 136a
32760 Detmold, Germany
2. Due to the small business regulation, no entry in the commercial register exists.

3. **Conclusion of Contract**

1. The contract is concluded upon the participant's booking request and the written confirmation by **The Scuba Couple - Sander Scubadive GbR**.
2. The contract becomes binding upon payment of the deposit defined in the travel contract.

4. Subject of the Contract

1. **The Scuba Couple - Sander Scubadive GbR** organizes and/or arranges dive trips consisting of one or more services. These may include, but are not limited to:
 - a. Diving excursions
 - b. Accommodation
 - c. Transfers
 - d. Additional services (e.g. courses, guiding, equipment)
2. The specific scope of services is defined in the respective service description in the travel contract or individual agreements.

5. Payment Terms

1. **The Scuba Couple - Sander Scubadive GbR** uses the external payment provider **mollie** for payment processing.
2. Payment of the total invoiced amount is made in two installments:
 - a. **Deposit:** 30% of the offered travel price; due within 7 days after receipt of the travel contract and payment link.
 - b. **Final payment:** 70% of the offered travel price; due at the agreed time according to the travel contract, but no later than 90 days before departure. A separate payment link will be provided
 - c. Optionally, a payment link for full payment of the total travel price may be provided.

6. Services and Changes to Services

1. **The Scuba Couple - Sander Scubadive GbR** reserves the right to make necessary changes to individual services provided that:
 - a. the changes are not significant, and
 - b. the overall character of the trip is not affected.
2. Changes due to weather conditions, safety considerations, or official regulations are expressly reserved.
3. Changes due to adjustments by business partners are also expressly reserved.

7. Participation Requirements and Eligibility

1. Participants confirm that they:
 - a. hold a valid diving certification and experience appropriate for the trip.
 - b. are able to provide proof of such certification and experience at any time.
 - c. are in sufficient medical condition and can confirm this in writing.
 - d. can provide a valid medical fitness-to-dive certificate if required.
2. **The Scuba Couple - Sander Scubadive GbR** or its local partners are entitled to exclude participants from diving activities if they are deemed unsuitable. In such cases, no refund will be granted.

8. Liability and Warranty

1. **The Scuba Couple - Sander Scubadive GbR** is liable for its own services within the framework of statutory provisions.
2. For third-party services (e.g. dive centers, liveboards, hotels), liability is limited to proper arrangement of such services.
3. **The Scuba Couple - Sander Scubadive GbR** is not liable for:
 - a. force majeure
 - b. unforeseeable events
 - c. participants' own actions
4. Participation in diving activities is at the participant's own risk.

9. Cancellation

1. Participants may withdraw from the contract at any time before the start of the trip. The following cancellation fees apply:
 - a. up to 120 days before departure: 30% of the travel price.
 - b. up to 90 days before departure: 50%.
 - c. up to 60 days before departure: 80%.
 - d. 30 days or less before departure: 100%.
2. The decisive factor is the receipt of the cancellation notice.
3. Taking out travel cancellation insurance is strongly recommended.
4. **The Scuba Couple - Sander Scubadive GbR** may withdraw from the contract if:
 - a. the minimum number of participants is not reached.
 - b. extraordinary circumstances make the trip impossible.
 - c. participants violate essential contractual obligations.
5. In such cases, payments already made will be refunded. No further claims apply.

10. Insurance Recommendations and Requirements

1. Participants are responsible for obtaining adequate insurance coverage. Recommended:
 - a. international health insurance and
 - b. travel cancellation insurance.Mandatory:
 - c. diving accident insurance.
2. **The Scuba Couple - Sander Scubadive GbR** undertakes to maintain all legally required insurances for tour operators.

11. Duty to Cooperate

1. Participants are obliged to:
 - a. carry all necessary travel documents.
 - b. disclose any relevant medical conditions in advance.
 - c. follow all safety instructions.

12. Use of Photo and Video Material

1. **The Scuba Couple - Sander Scubadive GbR** is entitled to use photo and video material created during trips for marketing purposes (e.g. social media, website), unless participants explicitly object.

13. Data Protection

1. Personal data is processed exclusively in accordance with applicable data protection laws.

14. Applicable Law, Jurisdiction and Dispute Resolution

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. For consumers, this choice of law applies only insofar as it does not restrict mandatory provisions of the country of residence.
3. The European Commission provides a platform for online dispute resolution (ODR):
<http://ec.europa.eu/consumers/odr>
4. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

15. Final Provisions

1. Should individual provisions of these T&C-DA be invalid, the validity of the remaining provisions shall remain unaffected.
2. Amendments and additions must be made in writing.

Contact

The Scuba Couple - Sander Scubadive GbR - Owners: Maike & Niels Sander
Blomberger Str. 136a
32760 Detmold
Germany

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