

Terms of Service

With the written, oral or electronic (e-mail) booking request, the customer undertakes to participating in the booked seminar / course / event. He agrees with the following terms and conditions. By submitting the signed registration form before the start of the event, he simultaneously confirms with his signature that he/she recognizes the training guidelines of SOCIAL DIVING, i.a.c. or CMAS. The equipment rental is subject to separate terms of use. This translation of our terms of service is a courtesy to our customers. Only the German version is legally binding.

1 General / Contract Conclusion

- 1.1 By registering for an event at SOCIAL DIVING, the customer commits to participate in and pay for the event.
- 1.2 Any contract with SOCIAL DIVING requires a written or electronically transmitted (e-mail) confirmation by SOCIAL DIVING.
- 1.3 The registration will be confirmed by SOCIAL DIVING only after SOCIAL DIVING has received the registration in writing or electronically on the corresponding registration form and the required documents have been submitted.
- 1.4 Verbal agreements are only valid according to 1.2 if they have been confirmed by SOCIAL DIVING in writing or electronically (e-mail).

2 Prices and Terms of Payment

- 2.1 For purchases and bookings made, prices at the time of ordering or booking apply.
- 2.2 A payment is deemed to be made only once SOCIAL DIVING has the amount at disposal.
- 2.3 By registering for an event, the entire participation fee is due no later than 14 days before the start of the event.
- 2.4 Unless otherwise stated, the registration fee for events, in particular diving courses of any kind, is 30% of the total price and will not be refunded.
- 2.5 All advertised prices are in Euro (€), according to § 19 UStG invoice amounts do not include VAT.
- 2.6 SOCIAL DIVING accepts only the following forms of payment: bank transfer or cash payment to a representative of SOCIAL DIVING.

3 Additional Services

- 3.1 Additional services during an event that are not listed in the offer are not part of this contract.
- 3.2 Diving courses are only considered passed if the corresponding training record card has been completed and signed by the instructor. Should the participant fail to pass the course in the given number of dives or practice sessions, or failing to complete the course due to shortcomings in the necessary theory knowledge, SOCIAL DIVING reserves the right to charge for the additional coursework required.
The lump-sum costs for this are:
Theory unit (per topic): 25,- €
Shallow water / pool unit: 30,- €
Open water unit: 50,- €
Costs incurred by SOCIAL DIVING in these additional unscheduled units, including, but not limited to, entrance fees, travel expenses, equipment rental and diving instructor fees, will be charged to the customer.

4 Minimum number of participants

- 4.1 SOCIAL DIVING reserves the right to cancel events if the minimum number of participants is not reached. The cancellation must be received by the participants no later than 7 days before the contractually agreed beginning of the event.

5 Event conditions

- 5.1 The event organizers are entitled to make decisions regarding the start and end times of an event as required.
- 5.2 The event organizers are entitled, if necessary, to elect representatives.
- 5.3 Event organizers have the right to exclude from the event persons who disturb or hinder the event or who do not meet the requirements, in particular at diving events. There is no right to repayment of the event fee.
- 5.4 The participants are responsible for the punctual appearance to events themselves. Disadvantages for the participants, which result from unpunctual appearance, are not reimbursed by SOCIAL DIVING.
- 5.5 It is the responsibility of the individual event participants themselves, before participating in an event, to inform themselves about and meet the requirements of SOCIAL DIVING for the event participants. Failures of this kind may result in exclusion from the event in accordance with 5.3.
- 5.6 SOCIAL DIVING recommends all event participants to acquire personal insurance to cover damage to health or loss of material. There is no liability on the part of SOCIAL DIVING, in particular for the transport and storage of equipment and valuables of any kind.

5.7 The event organizers are entitled to change the content of the event and, if necessary, to adapt it to the individual needs of individual participants. This also applies in the event that a lecturer or instructor can not attend the event, planned premises or means of transport such as cars / trucks or boats are not available, which are not under the responsibility of SOCIAL DIVING.

6 Withdrawal of participants from events

- 6.1 Participants may withdraw from the event at any time. The resignation must be in writing.
- 6.2 If a participant withdraws from the concluded contract, SOCIAL DIVING will charge the participant for the course preparation and expenses incurred. The additional lump-sum cancellation costs based on the event price are staggered as follows:

Up to 30 days before the start of the course:	30%
29th-24th Day before the start of the course:	50%
23.- 14th day before course start:	65%
From the 13th day before the course starts:	75%
No-show or cancellation from the beginning of the course:	100%
- 6.3 If the participant withdraws due to health problems during the course, the course price will not be refunded. Upon presentation of a medical certificate SOCIAL DIVING decides at its sole discretion on the repayment of benefits not yet received.

7 Travel Retail

- 7.1 SOCIAL DIVING always acts as an intermediary of transport services, other individual tourist services or package tours, not as a tour operator per se. For the separate booking of individual travel services, the participant himself is the tour operator of the journey.
- 7.2 Participation in travel, diving trips and diving activities of any kind is at your own risk. SOCIAL DIVING assumes no liability for damage to health and material, unless these are due to gross negligence or willful misconduct by SOCIAL DIVING or one of its officially appointed representatives.
- 7.3 Participants agree at the time of travel to meet the requirements for abilities, skills, experience and necessary qualifications to travel safely. This is especially true for the adequate certification level for any diving activity. SOCIAL DIVING reserves the right to exclude participants from diving activities conducted by SOCIAL DIVING at the destination if the participant does not meet the above criteria. SOCIAL DIVING assumes no liability for any disadvantages incurred by the participant due to insufficient qualifications and does not reimburse the price for the services not performed.

8 Contract Conclusion and booking of trips

- 8.1 By registering for a trip, which can happen in writing or electronically (e-mail), customers instruct SOCIAL DIVING to arrange a travel contract with a tour operator or other tourist services with the respective service providers. SOCIAL DIVING will execute the booking orders as soon as possible, subject to availability. With the payment of the travel price of the incurred down payment fees, the customer accepts the contract bindingly and undertakes to paying and participating in the journey. Subsequent rebooking and changes initiated by the customer lead to cancellation or rebooking fees.
- 8.2 SOCIAL DIVING is contractually obliged to properly mediate the booked package holiday, transport service or individual tourist service. Although SOCIAL DIVING selects its brokered travel services to the best of its knowledge and belief, SOCIAL DIVING assumes no liability for the performance, suitability, availability or quality of the brokered services.
- 8.3 In its own interest, SOCIAL DIVING tries to provide its customers with the cheapest possible travel services. SOCIAL DIVING assumes no liability or guarantee in the case of the availability of comparable services by competitors and will not reimburse the difference. This also applies to prices that the tour operator or service provider itself would quote for a direct booking, as well as prices that a mediated dive center charges on site.
- 8.4 By registering for the brokered journey, customers confirm that they agree with the general terms and conditions of the respective tour operator or service provider.
- 8.5 SOCIAL DIVING undertakes to inform the customer as soon as possible about availability and acceptance of the contract by the tour operator or service provider.

9 Registration for Third Parties

- 9.1 In the case of registration for a third party, the person making the booking is responsible for the obligations of the person registered by him/her to the parties involved, in particular for the payment obligations towards SOCIAL DIVING and the tour operator or service provider.

10 Changes in Service

10.1 For individual bookings of travel services, the participant is the tour operator himself. Therefore, the customer is liable for changes in service for individually booked services as long as the changes were not caused by SOCIAL DIVING through omission or intent.

10.2 When arranging a travel contract by SOCIAL DIVING between the customer and the tour operator or service provider, the advertised service by the tour operator or service provider is the basis of the service owed.

10.2 SOCIAL DIVING undertakes to inform customers about changes in service without delay.

10.3 In the event of a change in the mediated service, which has a significant influence on the itinerary, the customer is entitled to withdraw from the travel contract at no cost. This right must be asserted by the customer immediately after notification of the change in performance by SOCIAL DIVING. Any fees collected by SOCIAL DIVING upon booking and which are not part of the travel contract with the tour operator or service provider will not be refunded.

11 Transfers/ Withdrawal

11.1 Participants can withdraw from the trip at any time. The resignation must be in writing.

11.2 The rebooking of a booked and confirmed journey is only possible - capacity and availability granted - by resignation and subsequent new conclusion of the contract, insofar as the tour operator or service provider has no separate regulation for this. Any costs for SOCIAL DIVING arising from the resignation or from the new conclusion of the contract must be compensated by the customer. SOCIAL DIVING reserves the right to charge for rebooking, if they are possible, to the customer the following lump-sum cancellation costs based on the event price:

Up to 60 days before departure:	10% of the travel price
Up to 30 days before departure:	20% of the travel price
Up to 14 days before departure:	30% of the travel price
Until 0 days before departure:	40% of the travel price

Plus a flat-rate rebooking fee of 69,- €, regardless of the rebooking period.

Any fees collected by SOCIAL DIVING upon booking and which are not part of the travel contract with the tour operator or service provider will not be refunded.

11.3 In the event of a definitive withdrawal from the contract, the costs are again based on the regulations of the tour operator or the service providers. SOCIAL DIVING reserves the right to charge reasonable cancellation fees or cancellation fees. SOCIAL DIVING therefore recommends the conclusion of travel cancellation insurance.

SOCIAL DIVING reserves the right to charge the customer for cancellations as follows:

Travel cancellation up to 91 days before departure:	15% of the travel price
Between 90 and 61 days before departure:	60% of the travel price
Between 60 and 0 days before departure:	100% of the travel price

Plus a cancellation fee of 69,- €, regardless of the withdrawal period.

Any fees charged by SOCIAL DIVING upon booking and which are not part of the travel contract with the tour operator or service provider will not be refunded.

12 Notes on passport, visa, immigration and health regulations

12.1 Participants themselves are responsible for obtaining entry, passport and visa documents and for fulfilling the entry requirements before and during a trip. SOCIAL DIVING assumes no liability for missing, incorrect or inadequate travel documents of a participant. Participants are required to inform themselves at an early stage about valid entry requirements. The costs for the procurement of the necessary documents are borne by the participant himself.

12.2 Dive trips sometimes lead to areas where the security situation does not correspond to those of the Federal Republic of Germany. Participation in travel to any region of the world is at your own risk. Travelers are therefore advised to follow the news and current reports of the German Federal Foreign Office about changes in the regulations in their destination country in order not to expose themselves to any danger to their own health or property.

13 Payment

13.1 In the case of the brokerage of holiday packages, payments are only due when the security certificate of the tour operator is handed over to the customer in accordance with § 651 k Abs.3 BGB. Fees which SOCIAL DIVING raises at the time of booking and which are not part of the travel contract with the tour operator or service provider, have to be paid directly at registration and will not be refunded.

13.2 For travel services individually booked by the customer and mediated by SOCIAL DIVING, in which case the customer himself/herself acts as a tour operator and the delivery of a security certificate is not required, 30% of the travel costs at the time of registration are to be paid as a deposit. In this case, the full amount is due upon the written or

electronically (e-mail) mediated booking confirmation from the service provider, but at the latest with the transmission of the travel documents.

13.3 Travel services can only be paid in the following ways: By bank transfer or cash to a representative of SOCIAL DIVING. In the case of separate payments to tour operators or service providers, this will be indicated separately.

13.4 SOCIAL DIVING hands over travel documents only in person. Upon request, the documents may be transmitted electronically or by mail, however, SOCIAL DIVING cannot accept any liability or guarantee for the punctual or complete transmission of the documents in this way. In the event that the travel documents have not been received by the customer at the latest 14 days prior to departure, SOCIAL DIVING must be informed immediately.

14 Liability

14.1 All information about the brokered travel services is without guarantee. SOCIAL DIVING assumes no liability for their accuracy, completeness and quality and derives its information solely from the offers and quotes of tour operators and service providers.

14.2 For travel of any kind, SOCIAL DIVING acts exclusively as a travel agent and is thus liable only for incorrect mediation of the travel service offered, but not for the travel services and their content itself. The liability is limited to the simple value of the mediated travel service, as far as the damage of the customer is not based on intent or gross negligence on the part of SOCIAL DIVING.

14.3 The customer must sign a disclaimer prior to any diving activity or equipment rental. In addition, signing self-assessment of health status is required for participation in diving activities.

15 Privacy Policy

15.1 All personal data provided to SOCIAL DIVING / i.a.c / CMAS are protected against misuse in accordance with Federal Law and the EU Data Protection Regulation. SOCIAL DIVING undertakes to treat all personal data of its customers as confidential and to use it solely for the fulfillment of its contractual obligations and not to pass it on to third parties without the expressed consent of the parties concerned.

16 Partial Ineffectiveness

16.1 The invalidity of the brokered travel contract does not affect the effectiveness of the brokerage contract.

General Terms of Service and Conditions for Events, Sale of Goods, Rental and Travel Services of the Diving School SOCIAL DIVING (owner Julius Launhardt).

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