

GENERAL TERMS AND CONDITIONS of Dive Point GmbH

1. Applicability

These GTCs apply to the services that are offered by Dive Point GmbH on its own behalf. These include, in particular, services of the specialist diving shop, including the online shop, the workshop and the diving school and, in particular, the carrying out of diving courses. For travel packages or services provided by other organisers, their terms of contract and travel conditions shall additionally apply.

2. Conclusion of contract

With the receipt of your written, telephone or personal registration/order/rent directly by us, a contract is concluded between you and Dive Point.

3. Right of return / Complaints

Incorrect or damaged goods can be returned within ten working days of purchase with the original receipt and original packaging, providing the goods are unused. Dive Point GmbH offers servicing and repairs of diving equipment, including regulators and tanks, etc. Complaints regarding defects in serviced or repaired equipment must be submitted to Dive Point GmbH immediately upon discovery of the defect and, at the latest, within three months of the equipment being returned to the customer. Complaints after this date will not be taken up.

4. Guarantee

The standard guarantee periods of two years apply to all the articles sold by us, unless a different period has been expressly agreed on.

5. Insurance

Participants in diving courses are not insured by Dive Point GmbH and take part in the course at their own risk. Participants undertake to arrange sufficient insurance cover for themselves. Participants are strongly advised to take out cancellation cost insurance.

6. Liability

Dive Point GmbH is liable for intent and gross negligence as per the statutory provisions. Liability for slight negligence and liability for ancillary personnel is excluded.

7. Fitness to dive

Participants undertake to fill in the forms submitted to them truthfully and to inform the course instructor at any time and without delay of any changes in their state of health that affect their fitness to dive. Dive Point GmbH reserves the right to exclude participants from diving courses if it has any doubts.

8. Diving course

8.1 Registration / Confirmation

It is possible to register for a diving course in writing, by telephone or verbally, and the registration is binding. For some courses, the number of participants is limited. Short-term registrations are possible upon request but cannot always be guaranteed. Confirmation of the course is sent in writing.

8.2 Price / Terms of payment

The entire course fee is to be paid in cash or by bank transfer by the specified payment deadline. Only the services listed in the detailed programme are included in the price of the course. If the course fee has not been paid by the time the course starts, Dive Point GmbH retains the right to exclude the participant from the diving course.

8.3 Cancellation by the participant or no-show

8.3.1 Registration fee

If the participant withdraws from the diving course, regardless of the time of withdrawal, or does not attend the course, Dive Point GmbH will charge the registration fee as per the detailed programme. The detailed programme sets out the amount of this fee for the participant, and the participant expressly agrees to this. The company also reserves the right to claim any costs for expenses already incurred (equipment, etc.). Dive Point GmbH draws the participant's attention to the fact that these costs are not covered by insurance and have to be paid by the participant in all cases.

8.3.2 Costs

In the event of cancellation within five working days of the start of the course, Dive Point GmbH will charge two thirds of the cost of the full diving course in addition to the registration fee. If the participant has to interrupt a diving course that has already started or withdraw completely from such a course, or does not appear for a diving course without good reason, the entire course costs will be due and will not be refunded.

8.4 Course cancellation / Programme change by Dive Point GmbH

Dive Point GmbH reserves the right to cancel a diving course, such as if there are insufficient participants or in the event of force majeure. Dive Point GmbH will hold the diving course in accordance with the programme if possible but reserves the right to change the program and individual services should this appear necessary on account of objective circumstances. If the diving course is cancelled by Dive Point GmbH without an alternative programme being offered, the participant shall be entitled to a refund of the course costs. Further claims are expressly excluded.

9. Diving trips

9.1 Registration / Confirmation

The trips proposed by Dive Point GmbH are non-binding until the definitive booking confirmation is issued; changes to the services, prices and date are expressly reserved. The contract between the participant and Dive Point GmbH is concluded when the booking confirmation is issued.

The registration is definitive once the (partial) amounts that are due have been paid. In the event of the booking costs not being paid on time, Dive Point GmbH reserves the right to cancel the travel service after a period of grace has expired without payment. In this case, the registration fee and the costs specified under Paragraph 9.6 will be due.

9.2 Minimum number of participants

If the requisite minimum number of participants is not achieved, Dive Point GmbH shall be free to cancel the trip or to conduct it with smaller number of participants. This can lead to additional costs, which will be agreed on with the participants.

9.3 Entry requirements

Dive Point GmbH will inform participants of the passport, visa and health regulations of the destination country. Participants themselves are responsible for complying with the entry, health and currency regulations.

9.4 Complaints

If services fail to comply with the contractual agreement, the participant must inform the tour guide as soon as possible and set a grace period. If the intervention fails to produce a satisfactory solution, the participant must request written confirmation from the tour guide which records the complaint and its contents. The participant must send this to Dive Point GmbH no later than 30 days after the contractual end of the trip.

9.5 Guarantee

Dive Point GmbH does not assume any guarantee if the non-fulfilment or improper fulfilment of the contract is due to:

- a) omissions on the part of the participant
- b) unforeseeable or unavoidable omissions of third parties
- c) force majeure or an event that Dive Point GmbH was unable to foresee or avert.

For the rest, the limitation of liability as per Paragraph 6 shall apply.

9.6 Modification / (Partial) cancellation by the participant

9.6.1 Cancellation/curtailment of travel

If the participant is prevented from starting the trip or has to break off the trip prematurely for any reason, Dive Point GmbH will not refund the advance payment already made for the travel package. Any additional costs (such as for the return journey) are to be borne by the participant. Dive Point GmbH recommends taking out return trip insurance for this case.

9.6.2 Costs

For general changes (changes of travel date, name changes, etc.), a processing fee of CHF 120 per person will be charged, with a maximum of CHF 200 per order. The fees of the service providers (airline, hotel, etc.) will additionally be due.

If the participant cancels the booked trip, Dive Point GmbH will charge the registration fee as per the offer and can additionally charge for expenses already incurred (see Paragraph 8.3.2 on this). The following costs are additionally due:

Up to 30 days prior to start of trip: 50% of the booking amount

29 days or less prior to start of trip: 100% of the booking amount

9.7 Cancellation / Programme changes by Dive Point GmbH

Dive Point GmbH is entitled to cancel the trip if unforeseeable or unavoidable circumstances arise, such as force majeure, natural events, official measures, strikes, political unrest or terror, etc., which make the trip considerably more difficult, endanger it or make it impossible. In this case, the booking amount that has been paid will be refunded.

Programme changes are not excluded. Dive Point GmbH reserves the right to modify the travel programme or individual services (e.g. accommodation, schedule), especially in the event of unforeseeable or unavoidable circumstances. The company will endeavour to offer equivalent alternative services.

9.8 Price increase

In the event of a price increase of more than 10% of the original booking amount after conclusion of the contract, the participant will be entitled to withdraw from the contract. Any services already paid for and any advance payments (with the exception of insurance and any visa costs) will be refunded.

10. Severability clause

If one or more of the above provisions of these General Terms and Conditions proves to be invalid or incomplete, this shall not affect the validity and effectiveness of the remaining provisions. The parties to the contract undertake to replace the invalid provision with a provision that comes as close as possible to the original intention in terms of its content.

11. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for Dive Point GmbH is Schwyz. Swiss law shall apply, to the exclusion of the conflict-of-law standards and the UN Convention on Contracts for the International Sale of Goods.

