

TERMS AND CONDITIONS

ABYSS PLONGÉE DIVE CENTRE

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Sarl VIP DIVE

A Limited Liability Company (SARL) with a capital of €17,000

Entered on the Trade & Companies Register of Saint Pierre under No. 53882022600016

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ABYSS PLONGÉE is a dive centre offering all activities related to scuba diving. In this document both names, SARL VIP DIVE (Legal name) and ABYSS PLONGÉE (Commercial name), may be used interchangeably.

1. Scope of application

These general terms and conditions are applicable to all commercial relations between customers (individuals and groups) and ABYSS PLONGÉE dive centre, with the exception of any courses and examinations for which fulfilment of certain criteria is required (Divemaster, Instructor, etc.), and for which the general terms and conditions applicable are included in the respective registration files. A version of the general terms and conditions is available on the website of ABYSS PLONGÉE at such time when the customer makes a booking for diving services at the dive centre. Any booking request made to ABYSS PLONGÉE dive centre implies acceptance of these general terms and conditions.

2. Acceptance of general terms and conditions

By contracting a service provided by ABYSS PLONGÉE dive centre, the customer accepts these general terms and conditions and declares they have been informed of the contraindications to scuba diving and are considered medically fit to dive. To participate in any training course the customer must present a medical certificate issued less than one year previously stating they have no contraindications to scuba diving, in accordance with the requirements of the French Code of Sport. This requirement does not apply to try dives or snorkelling trips. A trainee under the age of 18 must have parental consent allowing them to participate in diving or first aid training with ABYSS PLONGÉE dive centre.

3. Prices

All prices are in Euros and include all taxes. The price charged to the customer by the dive centre is the price applicable on the day the customer requests a booking.

4. Booking

4.1. A customer's booking shall only be confirmed upon receipt of a 30% deposit of the total amount (or of the total amount of the booking), within 7 (seven) days following the date of the dive centre's email confirming the booking. The balance must be paid on site at the dive centre before the dive(s) take(s) place.

4.2. Once the booking is registered, the dive centre shall send a confirmation email to the customer, giving the precise dates of the dive services.

4.3. Payment of the deposit or the total amount of the booking must be made by cheque, payable to SARL VIP DIVE, sent to the postal address indicated above; or using PayPal via the ABYSS PLONGÉE website (site address indicated above); or bank transfer; or any other means of secure payment.

4.4. ABYSS PLONGÉE dive centre reserves the right to refuse a booking from a customer with whom there is a dispute.

4.5. Payment on arrival at the dive centre should be made in Euros by cash, credit card, holiday vouchers, 'Cadhoc' cheques, or 'Kadeos' vouchers.

4.6. In the event that any form of payment is not honoured, the fees relating to handling the non-payment (bank rejection fees, etc.) shall be invoiced by ABYSS PLONGÉE dive centre, and the booking shall be automatically cancelled, the customer being notified thereof by email.

Content of diving services

5.1. Recreational dives

The price of recreational dives includes:

- Transportation to the dive site by boat
- Weight belt
- Air and tank to dive
- Diving with an instructor (if dive is at 'guided dive' price)

The price of recreational dives does NOT include:

- Other equipment: wetsuit, fins, mask, BCD, regulator, octopus, dive computer, SMB, etc.
- Diving with an instructor (if dive is at 'self-guided' price)

Note that for any self-guided dive, as well as any guided dive deeper than 20 metres, each diver must have a BCD, octopus and dive computer, as well as at least one SMB per dive group.

5.2. Dive packages

ABYSS PLONGÉE offers dive packages for recreational dives, with reduced prices the greater the number of dives. These packages are valid for 12 months from the date of purchase. After 12 months, any dive-package dives not used can be re-credited when purchasing a new package. Note that for any self-guided dive, as well as any guided dive deeper than 20 metres, each diver must have a BCD, octopus and dive computer, as well as at least one SMB per dive group.

5.3. Try dives and snorkelling

The price of try dives includes:

- Transportation to the dive site by boat
- Weight belt
- Air and tank to dive
- All dive equipment required
- Diving with an instructor

The price of snorkelling trips includes:

- Transportation to the dive site by boat
- Wetsuit or shorty, fins, mask and snorkel

5.4. Training courses

The price of a training course includes:

For ANMP (French National Association of Dive Instructors) Level 1, Scuba Diver and PADI Open Water courses:

- Transportation to the dive site by boat
- Wetsuit, mask, fins, BCD, regulator with octopus, weight belt
- Air and tank to dive
- Diving with an instructor
- ANMP or PADI certification card as applicable

- Dive log book

For all other training courses (unless otherwise specified in our general price list):

- Transportation to the dive site by boat
- Weight belt
- Air and tank to dive
- Diving with an instructor (if dive is at 'guided dive' price)
- ANMP or PADI certification card as applicable

The price of a training course does NOT include:

For ANMP (French National Association of Dive Instructors) Level 1, Scuba Diver and PADI Open Water courses:

- Training manual
- Dive tables
- Dive computer and SMB ('safety sausage')

For all other training courses (unless otherwise specified in our general price list):

- Dive 'passport'
- Training manual
- Dive tables
- Wetsuit, mask, fins, SMB, main regulator, secondary demand regulator ('octopus')
- Dive computer and SMB ('safety sausage')

Note that for any guided dive deeper than 20 metres, including dives that are part of a training course, each diver must have a BCD, octopus and dive computer, as well as at least one SMB per dive group.

5.5. Rental of diving equipment

ABYSS PLONGÉE dive centre provides the following dive equipment for rental: - Wetsuits - Fins, masks, snorkels - BCDs - primary and secondary regulators with 1st stage - Dive computers - SMBs - Torches

This equipment is available for rental at the price displayed at ABYSS PLONGÉE dive centre.

Before availing themselves of the service(s) they have booked with ABYSS PLONGÉE dive centre, a customer must first ensure that they have all the necessary equipment, or that the dive centre is able to provide it (loan or rental as appropriate). The lack of an item of equipment, particularly optional equipment (e.g. dive computers), may not be grounds for cancelling the reservation of a dive or diving-related service.

Unless otherwise specified above (in particular for try dives, snorkelling and ANMP Level 1, Scuba Diver and PADI Open Water training) or on our general price list, rental of diving equipment is not included in the price of dives and diving-related services.

A customer who has their own equipment and uses it during a pre-booked dive, will not be able to claim a discount from ABYSS PLONGÉE dive centre on account of this.

6. Conditions of the activity

6.1. Location of the activity

The dives as well as practical and theoretical training are held at or out of the address of the dive centre given in the header. The ABYSS PLONGÉE dive centre reserves the right to change the place of the activity if necessary.

6.2. Opening hours

The activities shall take place (unless otherwise specified): All year round:

In the morning from 8:15am until 12pm, and in the afternoon from 2pm until 6pm. The meeting place is at the dive centre, from Monday to Saturday morning and afternoon, and Sunday morning.

A late arrival by the customer will not lead to the start of the activity being postponed. In the event the customer does not show up on the day of the booking or at the scheduled time, the dive centre reserves the right to keep the deposit or the total amount of the service paid by said customer.

6.3. Obligations of the customer

The customer must personally ensure that they possess all the qualifications and supporting documents required for the activity they wish to carry out, and should show these originals to ABYSS PLONGÉE before the start of said activity. In particular, (if required): certificate, qualification, medical certificate.

6.4. Validation of diving certification or first aid training

Validation of diving certifications is subject to passing practical and/or theoretical tests. ABYSS PLONGÉE dive centre reserves the right not to award a diving or first aid certificate if the customer has not achieved the minimum skills required for the level of training. Such a situation will not result in a refund.

7. Cancellation, postponement, interruption of diving

7.1. By the customer

7.1.1. Pursuant to Articles L.121-20 et seq. of the French Consumer Code, a customer who has booked a service without being physically present has a period of fourteen (14) clear days to exercise their right of withdrawal without giving a reason therefore or incurring a penalty. This fourteen-day period runs with effect from the earliest of two dates: either when the customer sends an email to confirm the booking, or when the customer sends a deposit or full payment. In the second case, the customer shall be refunded the entire amount they have already paid SARL VIP DIVE.

7.1.2. If the cancellation occurs after the expiry of the reflection period of fourteen days, it must be confirmed to us in writing by registered letter with acknowledgement of receipt in order to be valid. Any deposits already paid shall remain with SARL VIP DIVE.

7.1.3. All dives booked by any means are payable, unless the dive is cancelled by ABYSS PLONGÉE dive centre. The billing of services provided by ABYSS PLONGÉE dive centre is carried out on the basis of the booking, except in the event of effective cancellation within the time limits provided for in paragraph 7.1.4.

7.1.4. To ensure proper management of the number of places available, in particular on board its boats, if a cancellation is notified less than 24 hours before the start of the service, said service shall be considered payable in full, and all amounts already paid by the customer shall be retained by SARL VIP DIVE. In the event a cancellation is notified more than 24 hours before the start of the service, ABYSS PLONGÉE dive centre shall insofar as possible suggest another date to the customer in order for the latter to complete the pre-booked service. If it is impossible for the customer to change their date(s), any amounts already paid shall be retained by SARL VIP DIVE.

7.1.5. Any activity started shall not give rise to a refund if cancellation is due to the customer (personal reasons, ear problems, stress, or any other reason whatsoever).

7.1.6. In the case of training, stays or courses booked for a specific period: ABYSS PLONGÉE would not incur any liability if, for personal reasons, the customer has to interrupt the training, stay or course once started, or if the customer does not show up at the scheduled place and time. In particular, any amounts already paid would be retained by SARL VIP DIVE and the customer would be liable for all costs incurred. As a result, ABYSS PLONGÉE advises its customers to take out cancellation insurance with a professional insurer.

7.1.7. For groups of divers (e.g. dive club, works council, or holiday camp outings, etc.), the price of dives is negotiated on the basis of a group package, therefore no refund can be made if one or more dives have to be cancelled for personal reasons or due to adverse weather conditions.

7.2. By the dive centre

A dive or diving-related service may be cancelled due to weather or for technical reasons.

7.2.1. In the event of cancellation due to adverse weather conditions, ABYSS PLONGÉE dive centre may suggest postponing until another more favourable date, within the limit of available places. In the event the customer is unable to reschedule (e.g. their (remaining) length of stay on Reunion Island is too brief), ABYSS PLONGÉE undertakes to refund the amount of services not carried out.

7.2.2. For a group of divers (e.g. dive club, works council, or holiday camp outings, etc.), ABYSS PLONGÉE undertakes to refund the services not carried out if one or more dives had to be cancelled due to adverse weather conditions and if no postponement is possible.

7.2.3. In the event of cancellation for technical reasons, ABYSS PLONGÉE dive centre may suggest postponing until another more favourable date, within the limit of available places. In the event the customer is unable to reschedule (e.g. their (remaining) length of stay on Reunion Island is too brief), ABYSS PLONGÉE undertakes to refund the amount of services not carried out.

7.2.4. In all cases of unforeseeable circumstances or events, any additional costs resulting from partial or total postponement or extending the duration of stay remain the customer's responsibility.

8. Safety and personal belongings

ABYSS PLONGÉE dive centre is in no way responsible for any objects deposited or entrusted to the dive centre. The dive centre can not be held responsible for theft or loss of personal property in the dive centre or during diving.

9. Liability

On account of the insurance taken out by ABYSS PLONGÉE the customer is automatically covered for civil liability during sessions organised by the dive centre. The client is advised to take out additional insurance (personal injury and material damage) for scuba diving, as well as cancellation insurance with a licensed insurer.

10. Court having jurisdiction The applicable law is French law. In case of difficulty relating to the interpretation and/or application of these general terms and conditions, the parties shall endeavour insofar as possible to resolve their dispute amicably. In the event these attempts fail, any disputes to which this may give rise should be brought – even in the event of multiple defendants or a guarantee call – before the competent courts under the jurisdiction of the Court of Saint Pierre.