



# Terms & Conditions.

## 1. Definitions

1. ("**One Two Dive**") One Two Dive Wines S.L. established in Costa Adeje, Santa Cruz de Tenerife, Chamber of Commerce B76762343.
2. ("**Customer**") The person with whom One Two Dive has entered into an agreement.
3. ("**Student**") the person with whom One Two Dive has entered into an agreement for learning purposes.
4. ("**Parties**") One Two Dive and customer together.

## 2. Applicability

1. These terms and conditions will apply to all quotations, offers, orders, agreements and deliveries of services and products by or on behalf of One Two Dive.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly excluded the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

## 3. Prices

1. All prices are in € (EURO) and are inclusive VAT, the prices can vary with the needs for the customers or students booking.
2. The pricelist of One Two Dive will stay up to date on their website and if needed will be changed.
3. One Two Dive's has an agreement with PADI (Professional Association of Diving Instructors) for learning purposes, the prices for the PADI related courses and study materials are fixed.

## 4. Payment

1. If the student or customer makes a booking through the website there are two options to make a payment.
  - a. Deposit: A deposit of 30% of the shopping cart will be made in advance, the rest of the payment can be done on arrival at the One Two Dive Shop.
  - b. Full payment: Pay the full price in advance.
2. All online payments are done in € (EURO), One Two Dive only accepts payments through credit card, bancontact, SOFORT and iDeal.
3. If the customer / student rather pays in cash, this can be done with € (EURO) in the shop of One Two Dive.
4. One Two Dive secures the payments on their website by using SSL certification, the payments will go through a third-party service provider Stripe.
5. Customer / student will receive an invoice of their booking online or when they made a booking at the store, they will get a printed version and will be asked if they would like to have one sent by email.
6. See section 9 about One Two Dive's refund policy.

## 5. Health & Medical Statement

1. All customers must be in a good health to attend any service or course provided by One Two Dive. Students and introduction divers are required to complete a brief medical questionnaire.
2. If a student answered yes on any of these questions on the first page of the medical statement, they would need to visit a doctor and obtain medical approval before registering for the course.
3. If a student answered yes on any of these questions on the first page of the medical statement and already registered for the course, they need to visit a local doctor and obtain medical approval.
4. If a student hasn't received a medical approval after registering for the course, see the One Two Dive refund policy in section 9.
5. The students need to allow at least 18 hours to pass before flying after diving.

## 6. Certification

1. Customer with a certification may participate in scuba diving activities, unless they are enrolled in scuba training program or Introduction dive and under the direct supervision of their certified instructor or a divemaster.
2. All customers and students must accept full responsibility for themselves, their actions and their equipment.
3. If a customer is unable to provide a proof of certification, One Two Dive reserve the right to not allow them to go diving.

## 7. Broken or lost material

1. In case of lost or damaged equipment that happened because of incorrect, irresponsible or inappropriate use by the student or customer we will charge at cost price.
2. The student and customer are responsible for their own personal belongings, One Two Dive is not liable for any loss, damage or theft.

## 8. Cancelation

1. In the case that a cancelation has been made by One Two Dive due to weather conditions as explained below or for any other reason.
2. **Weather Conditions:** If the weather on the day of course or diving trip prevents parties from having a safe experience the student / customer will be informed that the trip is cancelled or the need to change the course or diving trip to another location or day.
3. In the event of light rain without strong winds or any safety risks One Two Dive will **not** cancel any courses or diving trips.
4. Course or dive schedule is subject to change without any prior notice in accordance with weather conditions for both parties safety.
5. One Two Dive cannot be held responsible for adverse unforeseen weather conditions, involving rough seas and poor visibility.
6. It's recommended to have a travel & cancellation insurance policy that covers for unforeseen circumstances.

## 9. Refund Policy

1. A **full refund** will only be accepted 1 hour after a booking has been made.
2. There will be **no refund** if;
  - a. Customers or student cancel 1 hour after the booking
  - b. If a Refresher Course is done
  - c. If any course of pool session is done
  - d. Day of departure, late for pickup (One Two Dive will only wait for 5 minutes) or missed the boat.
  - e. In case of sea sickness on the beat
  - f. If another customer or student in the diving group has bad air consumption
  - g. If another customer or student in the diving group has problems with his buoyancy
  - h. If a certified diver is not able to prepare his own equipment
  - i. Cancellation on the 3<sup>rd</sup> and 4<sup>th</sup> day of the Open Water Course
  - j. Cancellation on the second day of the Advanced Open Water Course
3. A **practical refund** can only be only on the first (50%) and second (25%) day of the Open Water Course, the 3<sup>rd</sup> and 4<sup>th</sup> day are covered by the **no refund** policy.
4. A **practical refund** can only be only on the first (15%) day of the Open Water Course, the second is covered by the **no refund** policy.
5. A medical reason with doctor's note is an exception on the no refund policy, the student or customer needs to get in touch with the One Two Dive team as soon as possible after receiving the doctor's note.
6. The refund policy can be seen on the One Two Dive website through:  
[www.onetwodive.com/refund-policy/](http://www.onetwodive.com/refund-policy/).

## 10. Liability Waiver

1. All customers and divers must read, fill out and sign a copy of the PADI Liability Release and Assumption of Risk agreement before any service can be provided by One Two Dive.
2. Additional waivers and medical questionnaires may be required for students, depending on the course requirements imposed by PADI.

## 11. Liability One Two Dive

1. One Two Dive, its employees, contractors or interns are not responsible or liable for any injury, loss, accident, damage, delay, omission, irregularity or nonperformance occurring in connection with these arrangements.
2. The customer and student accept all risks associated with any and all activities, including both land based and water activities.
3. Customer or student that is acting irresponsibly can have an adverse impact on their fellow divers and the diving community. As a result, we will not tolerate unsafe, illegal, or irresponsible behavior.

Data Protection

Cookies Policy