



# BeyonDepths

## General Terms & Conditions

### 1. Applicability

These general terms and conditions apply to the services offered by BeyonDepths in their own name. This includes in particular services of the diving shop, as well as the diving school, such as in particular, the execution of diving courses.

### 2. Registration/Confirmation

The registration for a diving course can be made in writing, by telephone or orally and is binding. Short-term registrations are possible on request but cannot always be guaranteed. The course confirmation is in writing. Participation is only guaranteed after course confirmation.

### 3. Diving capability

- The participant commits himself/herself to fill in the forms submitted to him/her truthfully and to inform the instructor at any time and immediately of any changes of his/her state of health that may affect his/her diving ability.
- BeyonDepths reserves the right to exclude participants from diving courses.

### 4. Course

#### 4.1 Payment Conditions

- Deposit of 50% is required to book a course and it is not refundable. Remaining amount of the course is to be paid in full before the start of any course.
- If the course fee is still owed at the beginning of the course, BeyonDepths reserves the right to exclude the participant from the diving course.
- Course fees are non-refundable once the course has started.

#### 4.2 Course Cancellations

- Course cancellations can only be made within 2 weeks notice before the start of the course. We reserve the right to claim costs for any expenses (material etc.) already made.
- Passed the 2 weeks notice, cancellations are not refundable (including deposit or full amount).
- If the participant has to interrupt or completely discontinue an ongoing diving course or does not appear for the diving course for no reason, the costs will not be refunded. On presentation of a medical certificate or in case of serious reason, an alternative option will be sought.
- During the notice period, if the course needs to be re-scheduled, 2 dates will be offered to the student after which, any day remaining to the course will be charged at a rate of \$250 per day.



#### 4.3 Course program changes

- a. BeyonDepths reserves the right to cancel a diving course in case of insufficient numbers of participants or other circumstances (e.g. higher acts etc.).
- b. If more time, (outside of the course schedule) is required to achieve the necessary skills to complete the course, the student will be offered to join another class of the equivalent level if possible and/or available.
- c. If this is not possible, any additional day of teaching to acquire the required skills defined within the RAID General Diving Standards will be charged at an additional rate of \$250 per day.
- d. BeyonDepths conducts the diving course according to the RAID General Diving Standards and RAID Programs if possible, but reserves the right to change the program, services etc., if this appears necessary due to objective circumstances to the program itself.
- e. If BeyonDepths cancels the diving course and does not offer an alternative program, the participant is entitled to a refund of the diving course costs. Further claims are excluded.

#### 4.4 Course specifications

- a. Courses are designed that enough time is planned for the students to learn progressively and at a lenient pace.
- b. The aim of these courses is not only to be certified to a diving level but most importantly, to learn in a correct manner and become a safe, proficient and autonomous diver.
- c. No certification will take place unless the student is able to demonstrate how to correctly perform the skills for each certification level in a safe, proficient and autonomous manner.

#### **Important Note**

RAID divers earn their certifications, and those certifications have no price associated with them. One of the first things you should know as a student is that you are paying for the teaching time, experience, guidance, and support... but the certifications are free and cannot be bought.

**EXPLORE THE UNKNOWN**

#### 5. **Equipment Usage**

- a. BeyonDepths students are responsible for any loss or damage to the equipment providing for any course
- b. Renters are responsible for any loss or damage to the equipment providing for any course
- c. In any case of loss or damage to the equipment used in clause 5.a. or 5.b. of the Equipment usage section, the student or renter will be charge a fee to cover this particular loss or damage.

#### 6. **Purchase of new equipment**

- a. Items or equipment ordered are to be paid in full at the time of order.
- b. Orders are not refundable once placed to a supplier.



**7. Liability**

- a. BeyonDepths refers to the Australian Laws and Regulations
- b. BeyonDepths is binding to the strict RAID General Diving Stands as per the following RAID documents
  - i. "Liability Release & Assumption of Risk Agreement"
  - ii. "Declaration of Safe Diving Practices & Statement of Understanding"
  - iii. "R.S.T.C Medical Statement"

**8. Place of jurisdiction and applicable laws**

- a. Australian law is applicable when diving on the Australian Federal Territory
- b. Any law applicable to visited foreign country when travelling overseas as part of a diving trip or diving course.

**9. Payments**

Payments are to be made to the nominated BeyonDepths bank account at ANZ bank, BSB: 012430, Acc: 306628263

Participant's Name \_\_\_\_\_ Date (Day/Month/Year) \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Name of Parent or Guardian (where applicable) \_\_\_\_\_ Date (Day/Month/Year) \_\_\_\_\_

Name of Parent or Guardian's Signature \_\_\_\_\_

