

T&Cs

Terms and Conditions

1. Scope of Application

These Terms and Conditions (T&Cs) apply to all services offered by West Coast Divers, including dive packages, diving courses, dive trips, and the rental of diving equipment.

2. Booking and Payment Terms

1. Diving courses and dive packages are personal and cannot be shared among multiple participants.
2. A booking becomes binding once at least 10% of the regular price is paid as a deposit or the online learning material (PADI eLearning) is ordered
Without either of these actions, the booking will automatically expire after 2 weeks.
3. Early booking discounts are granted only if:
 - The reservation request is made before July 1 of the current year, and
 - The discounted amount is fully paid at least 4 weeks before the dive begins.

3. Cancellation and Refunds

1. A full refund is available if:
 - The trip cannot be undertaken due to illness, accident, or other valid reasons, or
 - The booking is canceled at least 2 weeks before the dive begins.
2. In all other cases, a cancellation fee of 10% will be retained.
3. Cancellations made within 20 hours of the dive start time are invalid if the service cannot be reassigned to other divers.
4. Issued theoretical materials (e.g., eLearning) cannot be returned. The corresponding discount on the course price will not be refunded. However, the course can be rescheduled for a later date.

4. Cancellations and Illness On-Site

1. If a diving course or package cannot be completed on-site due to health issues, we will work out an individual solution.
2. Dives canceled due to wind, weather, or technical issues will be credited or refunded.

5. Participation Requirements

1. Participation in diving activities requires a valid diving certification (brevet), except for beginner courses.
2. All participants must confirm their diving fitness by completing a questionnaire. If necessary, a medical certificate must be provided.
3. Divers are required to refresh their skills after extended periods of inactivity.

6. Insurance Requirement

1. Diving without insurance is legally prohibited in Spain.
Insurance can be arranged through West Coast Divers.
2. Participants in beginner courses and trial dives are automatically insured.

7. Safety Rules

1. West Coast Divers reserves the right to exclude divers from further diving activities if they:
 - Seriously violate safety rules, or
 - Demonstrate insufficient diving skills.
2. Compliance with general diving rules and staff instructions is mandatory.

8. Rental of Diving Equipment

1. The renter is liable for the loss or damage of equipment during the rental period and must bear the costs according to the dealer's price list.
2. Before use, the renter must inspect the equipment for proper condition and report any defects to the base staff immediately.
3. Equipment must be returned in proper condition after use.

9. Liability

1. West Coast Divers is liable only in cases of intent or gross negligence.
2. Participation in diving activities is at the participant's own risk.
3. Participants are responsible for ensuring their diving fitness and adhering to safety instructions.
4. Renters are liable for the loss or damage of rental equipment as per the dealer's price list.
5. Failures or changes due to weather, technical issues, or force majeure do not constitute grounds for compensation claims.

10. Jurisdiction and Applicable Law

Spanish law applies. The place of jurisdiction is the location of West Coast Divers.

11. Data Protection

West Coast Divers stores personal data to provide services and maintain contact with customers. Data will not be shared with third parties.