

GENERAL CONDITIONS OF PARTICIPATION IN RECREATIONAL CRUISES OFFERED BY THE DIVER'S DREAM SP. Z O. O.

I. General Rules

1. General conditions for participation, later known as GC, on recreational cruises provided by the Diver's Dream Sp. z o.o., based in Warsaw, later called as DD and are the integral part of the agreement.
2. The person, referred later as a Participant, personally sign the Agreement – Application. It is possible that Agreement – Application for more than one person is signed by the client. In this case the client is the contractor, not every participant separately.
3. DD receives declaration of the Participant by signing an Agreement – Application by the Participant and after getting a non-refundable deposit of 30% of trip cost within 3 days from the date of signing of the Agreement – Applications. The date of payment shall be the date of getting the money by DD. Having met those conditions the Participant will be included on the list of Participants.
4. The remaining 70% of recreational trip's costs Participant is required to pay at least 60 days before departure.
5. DD reserves the right to cancel a trip due to reasons beyond our control (ie, government decisions, etc.). About the fact of cancellation of a trip the Participant will be informed by telephone, mail or by fax. For cancellation of a trip to the Participant is not entitled to any compensation, only reimbursement of the already paid costs.
6. To participate in recreational trip DD allows the Participant who at the day of signing the Agreement – Application is over 18 years old. Participant under 16 years can participate in recreational trip only under the supervision of parent or legal guardian. And Participants between 16 and 18 years old may participate in this event only with the written agreement of a parent or legal guardian.

II. Cancellation of participation in recreational trip

1. The cancellation of participation in recreational trip with the fault of the Participant happens when:
 - a. the Participant submits a written resignation by email or fax,
 - b. when the Participant does not fulfil operations specified in the contract,
 - c. If the Participant does not show up at the time and place of departure.
2. Refund of the full amount of money paid by the Participant will happen when the cancellation is due to reasons on the side of the Organiser, such as:
 - a. change in the terms of the contract (ie the price of the cruise, cruise date). The resignation due to those reasons may take place within seven days of receiving the written notice. No response within 7 days of notification shall mean the acceptance of new conditions of the agreement,
 - b. the cancellation of the whole trip.
3. The cancellation of the trip with the fault of the Participants is also understood by:
 - a. lack of the documents entitling to cross the border (passport, valid visa)
 - b. stop at the border by border guards,
 - c. not keeping the deadlines by the Participant,
 - d. lack of the current medical certificates allowing the diving

III. Deductions in case of cancellation of participation in recreational trip

1. In case of resignation by the Participant from participation in recreational cruise for reasons not connected with DD, the following deductions are made from the amounts due to the Contract – Application:
 - a. more than 60 days before the departure: 30%
 - b. from 60 to 14 days before the departure: 50%
 - c. less than 14 days before the departure: 90%
2. Resignation of the Participant due to the reasons not connected with the Organiser does not mean that other Participants should do the same without deduction claims DD.
3. If you are unable to participate in the expedition:
 - a. you have the right to find a replacing person, but such a person must meet all requirements of the DD
 - b. the replacing Participant when signing the Agreement – Applications overtakes the rights and obligations of the former Participant.

IV. Duties and Responsibilities of the DD

1. DD provides Participants of the recreational cruise with the accommodation on board, full boarding including meals and diving activities according to the program.
2. DD provides the following diving equipment: two pontoon boats, air tanks 12l, single valve (DIN / INT) and the weightbelts. Other equipment can be rent only after consultation with the DD.
3. DD has the right to make any changes in operations necessary in the interests and safety of customers or beneficial for the course or important due to the problems like weather, transportation or others that do not directly depend on the DD.
4. DD is not responsible for the safety of Participants in recreational activities not included within the scope of the obligations of the Organiser.
5. DD does not make the reimbursement of benefits that have not been fully used due to the fault of the Participant.
6. DD is not responsible for the luggage of the Participant.

V. Duties and Responsibilities of the Participant

1. Participant is required to have travel documents, particularly passport, which is valid for at least 6 months from the departure, and a valid visa.
2. Not fulfilling the condition of the point 1 means inability to refund any costs.
3. If the Participant does not appear on the meeting within the prescribed time or miss a plane, DD does not take a responsibility for providing another transportation for the Participant.
4. If the Participant is stopped by the customs authorities on the Polish or foreign border control for the reasons not connected with DD, Participant is not entitled to reimbursement of funds paid.
5. Participant is responsible for valuables and money, which he takes with him on a journey. DD is not responsible for lost items and money.
6. The Participant should comply with the instructions relevant to the trip, set by the DD, the airlines, transfer to and from the location and the place of the accommodation.
7. Serious or repeated actions against the rules may result in disqualification of the Participant from the program and / or to remove him from the list of Participants. The further stay and return home will be done on its own and at his own expenses.
8. The Participant is responsible, if necessary, for his vaccinations in advanced.
9. The Participant is obliged to have the diving equipment, except from the bottle and ballast. In case of not having the equipment, the Participant should report in to DD, within 7 days from the date of signing of the Agreement – Application.

VI. Higher risk activities

Some forms of physical activity such as water skiing, scuba diving, boating or rafting can be dangerous. The risk may be increased when such activity takes place in areas far from health facilities. Participant is responsible for being ready to take part in those activities from the medical perspective. Some forms of activity (like diving) require special medical and training preparations. Participant is responsible for compliance with those requirements. By signing the Agreement – Application Participant acknowledges and accepts the risk inherent in high-risk activities. If you have any doubt about the level of risk, you should consult it with DD before signing the Agreement – Applications.

VII. Insurance

DD does not provide health insurance and accidents insurance. Participant of the diving expedition must have a valid policy of insurance for divers.

VIII. Final decisions

1. Signing of the Agreement – Application means the approval under the act of August 29, 1997 about the protection of personal data for processing, updating and sharing of personal data in the necessary for the implementation of this Agreement. Controller of the data is a Diver's Dream Sp. of o.o., and Participant has a right to inspect his data and correct them, and the right to refuse consent to the processing of personal data subject to art. 23, paragraph 1, points 3 and 5 and paragraph 3 of the act on Personal Data Protection.
2. The invalidity of any, individual provisions of the Agreement – Application and General Conditions does not invalidate all these documents
3. DD and the Participant agree to resolve any disputes amicably.
4. In case of impossibility of the agreement between the Participants and DD, any disputes will be dealt with court jurisdiction, the relevant for DD.
5. Any matters not covered by the Agreement – Application and General Conditions, the relevant document is the Civil Code.