

# General Business Conditions

General Conditions of Business by Coastal Development & Marine Consulting Ltd & Co KG  
Dept.: InnerSpace Explorers

**Proprietor:**

Coastal Development & Marine Consulting Ltd & Co KG

## 1. The risk of Diving

The student recognizes and accepts, that diving, particularly in the area of technical diving, which encompasses the preponderant part of the training Inner Space Explorers (ISE) offers, poses a risk to anybody taking part in it. The training of ISE aims to impart the necessary knowledge and skills according to the applied level of training to the student, so he/she is able to minimize the involved risks. Yet, there is no diving without any risk.

## 2. Liability for the personal dive equipment

The student undergoes the dive training in accordance with the standards of ISE with his/her own dive equipment. Safety during a dive is only ensured, when the student's equipment is suitable for the level of training and fully functional. The student consults with the instructor about the suitability of his/her equipment for the applied level of training. The student hereby testifies that his/her equipment was being inspected regularly and properly and is in working order.

## 3. Medical certificate regarding the diving capability of the student and verification of the training prerequisites

The student has to subject himself to a medical examination, to test and verify in a medical certificate that his/her diving capability is sufficient for the applied level of training before the course. The medical certificate must be presented to the instructor before the beginning of the training. The medical certificate must not be older than six weeks when the applied training course commences.

Next to the proper medical examination according to the applied level of training all ISE levels of training above the level „Basics of Exploration“ (BoE) require of the student to be a non-smoker.

When the student becomes subject to a medical issue that was not present during the medical examination at the beginning of the training or during the training he has to inform the instructor immediately. The instructor may stipulate a new medical examination and a new medical certificate. If as a result the student is being found unfit to dive under the level of applied training, the instructor has the right to exclude the student from the training.

The student has to produce his diving qualification and all requirements of the applied level of training before the beginning of the training. The necessary prerequisites for the different levels of ISE training can be obtained at the training information on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com).

## 4. Contract about the dive training

The student can post a query on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com) for dive training within ISE's system of dive training levels without obligation. The student is merely required to register on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com) free of charge. Through ISE's Internet portal [www.is.expl.com](http://www.is.expl.com) a registered user can apply to an offered level of dive training.

With the confirmation of the application the instructor, that offers the training on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com), receives information about the query. The instructor will contact the student directly.

The contract about the dive training according to the applied level is being concluded between the student and the instructor with the signing of this contract including this General Conditions of Business.

The contract is being concluded exclusively between the instructor and the student. A direct contract in between the student and Coastal Development & Marine Consulting Ltd & Co KG / ISE does not come about. ISE just relays the contact data and offers the publication of the Internet portal [www.is.expl.com](http://www.is.expl.com).

## 5. Training fee

The training fee covers the expenses of the theoretical and practical training by the instructor, the examination, the costs of certification by ISE and the VAT.

The training fee does not cover: expenses of the instructor according to the agreement, equipment (if not otherwise agreed upon), entrance fees for Baths, lakes, beaches and natural reserve parks, travel and accommodation expenses and other external services (service of dive base, gas, transportation by boat).

Detailed information about the priced for the different levels of ISE training can be obtained at the training information on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com).

The training fee falls due according to the agreement, at the latest immediately before the beginning of the training. The student and the instructor are free to agree on an advance payment.

## 6. Begin, duration and purpose of the dive training

The dive training on the applied level of dive training is being held by the instructor on the date, within the timeframe and on the location the parties agreed upon.

The instructor will coordinate the dates and the training timetable with the student before the training begins. The training is being conducted by an ISE certified dive instructor according to the guidelines of ISE.

## 7. Cancellation of the training or he dive by the student

When the training or a dive is being cancelled prematurely by the student based on grounds not caused by the instructor, the student has no claim upon a refund of the training fee or other expenses.

When the student does not present himself at the beginning of the training or does so late in the training, the student's claim to undergo training ceases.

## 8. Rules of conduct during the training

The student is obliged to follow the directives of the instructor during the training. Acting contrary to the directives of the instructor results in immediate exclusion of the student from the training with no claim upon a refund of the training fee or other expenses.

Hunting or spear fishing of fish or other creatures in or under water while performing a dive is forbidden. Acting contrary to the directives of the instructor results in immediate exclusion of the student from the training with no claim upon a refund of the training fee or other expenses. Areas known for fish spawning are to be avoided. For all training participants the avoidance of water and shore pollution as well as the sensible and careful usage of the ecosystem water must be of the highest priority.

During the training moderate consume of alcoholic beverages at least 10 hours before the every dive is forbidden. Excessive consume of alcoholic beverages is forbidden for at least 24 hours before a dive. The consumption of medication must be reported to the instructor immediately.

## 9. Conclusion of the training

At the end of the training the instructor conducts an examination of the student about the content of the training. The instructor decides according to his own professional discretion, if the skills and knowledge of the student pass for the qualification of the training level.

If the skill and knowledge of the student are sufficient for the successful completion of the training level the instructor confirms the successful completion of the training to the student. After successful completion of the training the student receives a Quality Assurance (QA) form from ISE. After filling in and signing the QA form and returning it to ISE, which can be done on ISE's Internet portal [www.is.expl.com](http://www.is.expl.com), the student receives a certificate of successful completion of the ISE training level (Brevet). Successful completions of ISE training levels are generally processed by ISE at the end of each month. The processing of certification by ISE is conditional on the incoming receipt of payment of the ISE fee, which has to be disbursed by the instructor to ISE for every effected level of dive training. The costs for this procedure for the student are covered with the student's training fee. Depending on the level of training the validity of a certification can be limited to a certain timeframe.

If the skill and knowledge of the student are not sufficient for the successful completion of the training level, even at the end of the training, the instructor informs the student of the failure of the training. When failing the examination the student has no claim upon a refund of the training fee or other expenses.

## 10. Disclaimer – liability exclusion

The student takes part of the scuba dive training of ISE on his/her own peril.

The instructor responsible for the training assumes no liability towards accidents and/ or illness of the student, which are caused only by light negligence of the instructor, his colleagues or assistants. The liability of the instructor only covers cases of gross negligence and intent.

This is not true for cases regarding damages of life, body or health. In these cases the instructor responsible for the training is liable for every case of negligence and intent of liability

