

Terms and Conditions

THIS AGREEMENT is made the _____(day) of _____(month) 20____(year)

BETWEEN

1) (Name) _____ (“The Individual”)

And

2) Cozumel Dive School, located in Cozumel, Mexico

This is an important document stating Terms & Conditions of your Divemaster Internship. We have intended to use plain English but if there is anything the Individual does not understand or wishes to have explained, the Individual should seek independent advice from a lawyer, or other legal agency.

Agreement for participation in a Divemaster Internships program:

1. Interpretation

1.1 In this Agreement:

The “Program” means the Divemaster Internship.

The “Service” the divemaster training, provided by Cozumel Dive School.

1.2 The headings in this Agreement are for convenience only and should not affect their interpretation.

2. The Service Provided

2.1 Cozumel Dive School shall provide the service as described below, on their website and in the online communication to the Individual, subject to the terms of this Agreement.

2.2 Cozumel Dive School reserves the right to refuse a placement to anyone and shall have the final say on whether an Individual may attend the specific Program.

2.3 The Service shall consist of:

2.3.1 Organising and setting up a program as described on Cozumel Dive School’s website and as agreed between Cozumel Dive School and the Individual.

2.3.2 Arranging pre-departure briefings online on Cozumel Dive School’s website <http://www.CozumelDiveSchool.mx/divemaster-internship> via program specific Adventure Guidebook, email communication or on the telephone.

2.3.3 Arranging suitable accommodation in Cozumel Dive School Dive House or its’ studios during the period of the Individual’s involvement with the Program. Cozumel Dive School shall arrange for transfers from the airport or the ferry terminal in Cozumel to the Dive House.

2.3.4 Arranging the provision of equipment, training and training materials relevant to the Program.

3. The Individual’s Obligations

3.1 By participating in a Divemaster Internships Program, Individuals accept that they will be faced with various physical and emotional demands. Individuals are aware and accept that the standard of living, including food, hygiene and accommodation in Cozumel, Mexico may be below the general standards in their own country.

3.2 Individuals are responsible for their own travel arrangements, expenses and insurance during the Program.

3.3 The Individual warrants that all information and records provided to Cozumel Dive School relating to the Individual, the Individual’s medical history and medical statement are accurate and truthful and provide Cozumel Dive School with a clear indication of the Individual’s state of health.

3.4 The Individual is under a duty to inform Cozumel Dive School of any medication requirements, any allergies and any other physical or mental condition that could affect the Individual’s performance on the Program. Cozumel Dive School shall not in any event be held liable for any consequence arising out of the Individual’s failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program. Cozumel Dive School reserves the right to reject applicants requiring specialist medical care.

3.5 The Individual agrees to take personal responsibility for insuring the Individual’s own personal effects and Cozumel Dive School cannot be held liable for any loss or damage of personal effects.

3.6 Individuals are responsible for ensuring that they have a valid passport, any necessary visa, permits and vaccinations and have obtained and supplied all relevant valid documentation for the Program in terms of travel documents and medical documents.

3.7 Cozumel Dive School cannot be held responsible for a country’s decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Individuals must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit (if applicable) prior to commencing the Program.

3.8 The Individual shall comply with all relevant laws, regulations and customs of Cozumel, Mexico. In the event of a contravention of these laws, Cozumel Dive School shall have the right to require the Individual to leave the Program and no liability on the part of Cozumel Dive School shall arise.

3.9 The Individual will at all times respect and follow local laws and culture of Cozumel, Mexico and behave in a responsible and courteous manner. Each Individual has a duty of care to each other, to local people and to Mexican nationals participating in the Programs and to Cozumel Dive School. Individuals shall follow the reasonable instructions of Cozumel Dive School during the Program.

3.10 As representatives for Cozumel Dive School within the local community and Cozumel, Mexico, the Individual must respect Cozumel Dive School aims and objectives and not wilfully or recklessly seek to damage relations between Cozumel Dive School, the Program and (or) the local community, Cozumel, Mexico. The Individual must not misrepresent Cozumel Dive School in any way which would seek to undermine or damage relations between Cozumel Dive School and the local community.

3.11 The Individual shall at all times respect and follow the health and safety procedures as set out by Cozumel Dive School and local authorities.

4. Charges

4.1 Subject to any special terms agreed, the Individual must pay Cozumel Dive Schools standard charge as explained on Cozumel Dive Schools website, <http://www.CozumelDiveSchool.mx/divemaster-internship>. The published prices on Cozumel Dive School’s website are valid for 30 days only and Individuals are advised to regularly check the site for the most recent prices and up to date information. Once an Individual has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the price published at the time of the booking.

4.2 The deposit payment of US\$ 500 shall be payable by the Individual to Cozumel Dive School, immediately on receipt of the confirmation of booking. If the Individual wishes to cancel their placement, the deposit payment is non-refundable.

4.3 Final payment is to be paid by the Individual no later than 6 weeks prior to program start. If, for any reason, the Individual does not make the payment by this date, then Cozumel Dive School reserves the right to offer the Individual’s placement to someone else, without any refund to the Individual. The total payment (i.e. the deposit and remaining sum paid) is non-returnable after embarkation of the program without liability on the part of Cozumel Dive School.

5. Warranties and Liabilities

5.1 Cozumel Dive School warrants to the Individual that the Service will be provided using reasonable care and skill and, as far as are reasonably possible, in accordance with the description of the Service.

5.2 Any information provided by Cozumel Dive School, including but not limited to information about visas, vaccinations, healthcare, climate, baggage and special equipment is given in good faith but without responsibility on the part of Cozumel Dive School.

5.3 Except in respect of death or personal injury caused by Cozumel Dive School negligence, Cozumel Dive School responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of Cozumel Dive School charges as set out in Clause 4.1 for the provision of the Service.

5.4 In particular Cozumel Dive School shall have no responsibility for any activities undertaken by the Individual outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Individual’s responsibility to ensure that any person or company offering any activities possesses the requisite care and skill.

6. Complaints

6.1 If Individuals wishes to make a complaint in relation to the Program, they shall bring the complaint to the attention of Cozumel Dive School in

Cozumel, Mexico, who shall use his/her best endeavours to resolve the complaint within a reasonable time.

6.2 If Cozumel Dive School in Cozumel, Mexico is unable to resolve a serious complaint, and the Individual leaves the Program before the completion date, the Individual shall provide the Program Host with a written version of events.

6.3 No compensation shall be given to the Individual, unless there are extreme circumstances, which shall be determined at the sole discretion of Cozumel Dive School. The Individual agrees that under no circumstances shall Cozumel Dive School be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

7. **Property and Intellectual Property**

7.1 All equipment and resources provided by Cozumel Dive School both prior to and throughout the duration of the Program (including teaching manuals) remain the property of Cozumel Dive School and must be returned on completion of the Program unless otherwise specified by Cozumel Dive School

7.2 Individuals shall replace as new any property that is lost or damaged through careless or thoughtless conduct.

8. **Data Protection**

8.1 It may be necessary for Cozumel Dive School to pass data about the Individual to Mexican government officials. The Individual hereby agrees that Cozumel Dive School may disclose their personal data, including any sensitive personal data, such as relevant medical history, to representatives of immigration, police or other governmental officials in Cozumel, Mexico.

9. **Termination and Expulsion**

9.1 Cozumel Dive School reserves the right to immediately and automatically expel any individual in breach of any term of this Agreement.

9.2 Without prejudice to the generality of clause 9.1 above the following will result in automatic expulsion:

9.2.1 Possession / taking / supplying illegal or illicit substances. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of Cozumel, Mexico;

9.2.2 Displaying cruel, thoughtless or rude conduct or committing acts which could injure or harm a member of the Program (including a staff member), or any other person;

9.2.3 Disobeying Cozumel Dive School, or Mexican official instructions in relation to health and safety;

9.2.4 Committing an act or displaying conduct which could jeopardise future Cozumel Dive School Programs within Cozumel, Mexico or lead to the souring of relations between Cozumel Dive School and the local community or Cozumel, Mexico; and

9.2.5 Breaking local laws.

9.3 Expulsion will be carried out at Cozumel Dive School own discretion and is not subject to appeal.

9.4 In all such cases the Individual will not be entitled to any reimbursement from Cozumel Dive School, neither will Cozumel Dive School be responsible for any additional costs incurred by the Individual.

10. **Currency of Agreement and Cancellation**

10.1 The Individual will be entitled to cancel this Agreement at any time up until 45 days before program start. In this event, the individual will be entitled to all monies paid less the deposit paid. If the Individual cancels the booking between 45 and 30 days before program start they will be entitled to 70% of all monies paid less the deposit. If the Individual cancels the booking with less than 30 days before program start they will be entitled to 40% of all monies paid less the deposit. Once the internship has started; they shall not be entitled to any money back.

10.2 Individuals will be allowed to transfer their program dates at any time up until 8 weeks before program start. With 8 weeks to program start, a transfer fee of US\$250 shall be applied. With less than 4 weeks to program start a US\$500 transfer fee shall be applied. Any change of placement shall be at Cozumel Dive School discretion. A program can not be transfers more than 1 year beyond the original starting date.

10.3 Cozumel Dive School reserves the right to cancel or curtail the Program if, in its absolute discretion, it believes that circumstances warrant it. This shall

include cancellation where there is an event of force majeure which has occurred (see below). In this instance, the Individual shall be entitled to any monies paid less any other irrecoverable expenditure on the part of Cozumel Dive School which has already been spent in relation to the preparation of the Program.

10.4 If Cozumel Dive School cancels the Program, the Individual will be entitled to a refund:

10.4.1 in the case of cancellation by Cozumel Dive School before departure, whether within or beyond Cozumel Dive School control, the Individual shall be entitled to their deposit and any monies paid, less any other irrecoverable expenditure on the part of Cozumel Dive School which has already been spent; and

10.4.2 In the case of curtailment, the Individual shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

10.5 In all of the above cases where there is a cancellation, Cozumel Dive School first recourse shall be to place the Individual on an alternative placement. Cozumel Dive School shall use its reasonable endeavours to match an alternative placement to suit the Individual's requirements.

10.6 In all of the above cases, either party shall give written notice to the other of the cancellation, and any refund or alternative placement given to the Individual shall be considered to be in full and final settlement of all and any liability owed by Cozumel Dive School to the Individual.

11. **Force Majeure**

11.1 Notwithstanding any other provision of this Agreement, Cozumel Dive School shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

12. **Acknowledgement of Covid-19 & other diseases risks**

12.1 Individuals shall be aware of a higher exposure to Covid-19 and other contagious diseases due to the specifics of the scuba diving industry. Participation in the Program means Individuals accept that risk and agree to follow all the health and safety policies, precautions and assessments implemented by Cozumel Dive School, its partners and local authorities. Individuals acknowledge that the aforementioned protocols are aimed to reduce the virus transmission, but they do not completely prevent exposure to Covid-19 and other diseases.

12.2 If, at any point during the Program, an Individual shows symptoms of Covid-19 or other contagious disease, or has been in contact with a confirmed case of the aforementioned, they are required to inform Cozumel Dive School Staff, take an appropriate test and self-isolate until obtaining results of the test. If the result is positive, the Individual must self-isolate for the time recommended by a physician and may return to the Program only after showing a negative test result.

12.3 In case a self-isolation is required as described in 12.2, if an Individual is staying at Cozumel Dive School accommodations, they shall find a separate accommodation and may return to Cozumel Dive School premises only after showing a negative test result. Cozumel Dive School shall not be held financially responsible for the cost of the aforementioned accommodation.

13. **General**

13.1 This Agreement constitutes the entire Agreement between the parties and shall apply to the Program provided by Cozumel Dive School and undertaken by the Individual.

13.2 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed: _____ Dated: _____
(The Individual)

Program: Divemaster Internships by Cozumel Dive School.

Date of Program: _____

Signed: _____ Dated: _____
(For and on behalf of Divemaster Internships)