

## **Application**

The customer of Dive Expeditions hereby enters into agreement for service with Dive Expeditions.

Dive Expeditions is a partner and service provider for booking agents in Iceland and abroad, third party tours within Iceland and individuals who request its services.

## **General Terms and Conditions**

Where these general terms and conditions do not conform with the general terms and conditions for specific tours or services, these general terms and conditions apply.

### **1. Introduction**

**1.1** The following general terms and conditions explain the rules of usage and the content of the contract that the customer enters with Dive Expeditions.

**1.2** While we strive to provide the service we advertise and want to give you the best possible experience, we do so by reacting and responding to the conditions presented with each tour. As we treat every customer as our best client and endeavour to provide the best service we possibly can, we have created these Terms and Conditions to protect both you, the client, and us, DIVE.IS, and ensure we are able to offer you the experience we promise.

### **2. Announcements**

**2.1** Dive Expeditions' primary method of communication is email. All requests, confirmations, changes or cancellations must be communicated to the 'info@diveexpeditions.is' email address to be considered; exceptions are indicated in 3.2. Communications made outside of this channel may not be considered and may affect your eligibility in other parts of these Terms and Conditions.

**2.2** Any bookings and alterations to bookings made over the phone or via VOIP technology must be followed up with a response email on behalf of the client. If this is not possible before the tour start date the client must state this during the call. Bookings and changes may be made to +354 547-6210.

### **3. Corrections**

**3.1** The customer is obliged to be conscious about his transaction account and all the corrections that are performed. Dive Expeditions is allowed to make correction to all mistakes or errors regarding collection of payments, issuance of invoices, calculation of commissions and discounts, and other transactions, including refunds and chargebacks.

**3.2** The customer is obliged to announce immediately to Dive Expeditions if he knows about mistakes or errors that have been made. Depending on what applies, both parties are responsible for correcting the balance of the transaction account in accordance with the correction that has been made.

### **4. Changes in the General Terms and Conditions**

**4.1** Dive Expeditions periodically reviews its agreement to the client and may make updates or changes to reflect operating requirements and the responsibilities of Dive Expeditions and the client. In the event of changes to the General Terms and Conditions Dive Expeditions will notify the client and make available the updated Terms and Conditions. The client must agree to the new terms and conditions before entering into new agreements with Dive Expeditions.

**4.2** Dive Expeditions reserves the right to make changes to the Terms and Conditions without notice.

## **5. Limitations and Restrictions**

**5.1** Participation in tours offered by Dive Expeditions are contingent on meeting certification and experience requirements. It is the responsibility of the client to produce sufficient proof of certification and experience when requested by Dive Expeditions and it is understood that failure to produce proof may result in a cancellation of their tours without refund.

**5.2** All clients participating in scuba diving must provide proof of certification by a recognised diver training agency. Clients participating in multiple day tours that involve scuba diving must provide proof of dry suit diving experience, with a minimum of 10 logged dry suit dives and advanced diving certification from a recognised diver training agency for dive sites outside of Reykjavík.

**5.3** All clients participating in snorkelling must affirm they have previous swimming experience. Clients without swimming or snorkelling experience are not advised to participate in snorkelling tours with Dive Expeditions.

## **6. Payments**

**6.1** Dive Expeditions offers multiple payment methods, including cash, credit card and bank transfers.

**6.2** Payments made via the online booking system are made to the merchant: Dive Expeditions Kt: 590614-0170 who is the registered owner of the internet domain <http://www.diveexpeditions.is>.

## **7. Cancellations and Service Changes**

**7.1** Cancellations or changes to service must be communicated as indicated in Section 3.

**7.2** Dive Expeditions reserves the right to cancel or alter tours and tour content based on availability, demand, weather or logistical concerns, or due to safety considerations. This may occur with little to no notice to the client, however Dive Expeditions will endeavor to communicate any changes to scheduled activities at the earliest possible time. It is the goal of Dive Expeditions to find the best solution for any changes or cancellations in activities and may offer alternative dive sites or activities. Dive Expeditions will also work with the client on a case-by-case basis for all adjustments and cancellations with the client's interest and safety in mind.

**7.3** The client reserves the right to cancel a tour at any time. Tours cancelled on the behalf of the client are subject to a cancellation fee based on the type of tour booked and a set notice period:

### Day Tours - Individuals (1 or 2 participants)

- Payment is due in full upon booking.
- Up to 48 hours prior to the tour departure time, 90% will be refunded.
- Within 48 hours of the tour departure time, no refund is available.

### Day Tours - Group Bookings (3 participants or more)

- Payment is due in full upon booking.
- 8 days or more prior to the tour departure, 90% will be refunded.

- 3 days - 7 days prior to the tour departure, 75% will be refunded.
- Within 48 hours of the tour departure time, no refund is available.

### Multiple Day Tours

All rates quoted are based on current purchasing price in Iceland. Prices are in Icelandic Kronur as shown on our web site. Prices are guaranteed after full payment has been made.

- Payment for all multi-day tours is due in full upon booking.
- All cancellations must be made formally i.e. by email.
- More than 6 weeks prior to tour departure, 70% of the tour price will be refunded.
- 6 weeks - 4 weeks prior to tour departure, 50% of the tour price will be refunded.
- Within 4 weeks of tour departure, no refund is available.

**7.4** All expeditions bookings require a minimum of 30% deposit to secure the tour and is non refundable. For private groups, deposits must be paid by the client upon confirmation or, in the case where a booking is made less than 14 days before a tour begins, upon booking. Any bookings without a deposit will be considered rejected. Bookings with outstanding payments beyond the balance due deadline may be subject to late fees. Bookings for multiple day tours, groups or private tours that have not been paid in full 21 days before the tour start date will be considered forfeited and may be cancelled.

**7.5** Bookings for tailor made expeditions and private tours requires a 30% non-refundable deposit, paid upon confirmation, and must be paid in full 60 days prior to departure. Bookings with outstanding payments beyond the balance due deadline may be subject to late fees.

- Deposit of 30% is required upon confirmation and is non-refundable
- 60 days - 30 days prior to tour departure, 50% of the tour price will be refunded.
- Within 30 days of tour departure, no refund is available.

## **8. Responsibility**

**8.1** Dive Expeditions takes your safety seriously and follows the Standards and Procedures of PADI and the Recreational Scuba Training Council. This includes measures to identify responsibility and liability as well as professional insurance covering all aspects of Dive Expeditions. In some cases this does not cover the client for certain responsibilities and liabilities.

**8.2** Dive Expeditions strongly recommends that all clients purchase their own travel and diving insurance to cover unforeseen circumstances arising from vacation activities.

**8.3** Subject to our Booking Conditions Dive Expeditions is not responsible for any injuries or losses sustained whilst clients are on tours booked with Dive Expeditions, whether conducted by Dive Expeditions or a third party.

**8.4** The client assumes responsibility for their own property, proof of experience and actions while on tour.

**8.5** The invalidity of individual clauses of this agreement does not affect the validity of the document as a whole.

## **9. Confidentiality**

**9.1** Dive Expeditions may collect personal information about clients to further the service provided. This may include names, email addresses or other identifying information. At no time does Dive Expeditions collect credit card information and requires that all payments be made via bank transfer, over the phone or with our online payment system.

**9.2** Dive Expeditions may use your email to periodically send newsletters or other information. This may be ceased at any time by replying to the email and requesting that such communications be stopped.

**9.3** Dive Expeditions does not give collected information to any third parties without explicit permission of the client. This includes information sent for certification purposes to PADI or contact information to other clients.

## **10. Disputes and Venue**

**10.1** In case of a dispute between Dive Expeditions and the client, or those that consider themselves a party to this agreement, and the dispute arises because of these general terms and conditions, disagreement, breaches of the general terms and conditions or the agreement based on them, the venue for such disputes is in the District Court of Reykjavík.

**10.2** Icelandic laws apply to the relationship between the client and Dive Expeditions. With regards to foreign business of the customer that Dive Expeditions is handling, the laws of the relevant country apply, unless specifically otherwise agreed upon.

## **11. Customer Declaration**

**11.1** By agreeing to this application and these general terms and conditions, the client confirms that he has studied the general terms and conditions for partnership with Dive Expeditions in detail and accepts all the content of it without limitations and obliges to adhere to it in all aspects.

The client confirms specifically:

- a. That he has studied in detail and agrees to the general terms and conditions, specifically about the responsibility of Dive Expeditions.
- b. That the agreement for services with Dive Expeditions is entered into in its own benefit only.