

General Terms and Conditions of Sale

Activities Operated by Diving Atlantis Tenerife
Sold via the Decathlon Travel Platform

1. Parties to the Contract

The activities presented on the **Decathlon Travel platform** and operated under the name **Diving Atlantis Tenerife** are provided by:

Diving Atlantis Tenerife

Los Cristianos, Tenerife – Canary Islands, Spain
(hereinafter referred to as “**the Activity Provider**”).

Decathlon Travel acts solely as a **commercial intermediary and booking platform**, facilitating reservations on behalf of the Activity Provider.

The contract for the provision of the activities is concluded **directly between the customer and the Activity Provider**.

2. Scope of Application

These General Terms and Conditions of Sale (“GTCS”) apply to **all leisure and sports activities operated by Diving Atlantis Tenerife** and booked by consumers (B2C) through the Decathlon Travel platform, including but not limited to:

- Scuba diving experiences (introductory dives, guided dives)
- Certified diver packages
- Diving courses (e.g. PADI programs)
- Snorkeling, kayaking and other water-based activities
- Multi-day or bundled activity experiences

By completing a booking, the customer acknowledges having read and accepted these GTCS, as well as Decathlon Travel’s general platform terms.

3. Role of Decathlon Travel

Decathlon Travel:

- Markets and distributes the activities online
- Handles booking and payment processing

- Provides customer support related to booking logistics

Decathlon Travel **does not operate the activities** and is not responsible for their execution, safety supervision, or on-site service delivery.

Operational responsibility lies exclusively with the Activity Provider.

4. Booking and Contract Formation

A booking becomes binding when:

- The customer completes the booking process on Decathlon Travel, and
- Payment is successfully confirmed by Decathlon Travel.

Booking confirmation is sent electronically.

5. Prices and Payment

- Prices are displayed in **euros (€)** and include applicable taxes unless otherwise stated.
 - Prices include only the services explicitly described on the Decathlon Travel product page.
 - Payment is made via Decathlon Travel according to its payment conditions.
 - Optional extras (e.g. underwater photos, equipment upgrades, Nitrox, dive insurance) may be payable directly on site to the Activity Provider.
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6. Nature of the Services – Package Travel

Unless explicitly stated otherwise:

- Activities sold by Diving Atlantis Tenerife via Decathlon Travel constitute **single leisure services**
- They **do not automatically qualify as a “package travel”** under Directive (EU) 2015/2302

If a booking qualifies as a **Linked Travel Arrangement (LTA)** or a **Package**, this will be clearly indicated on the Decathlon Travel platform, and the applicable statutory protections will apply.

7. Participant Requirements

7.1 General Requirements

Participants must:

- Be in suitable physical and mental condition
- Provide accurate personal and medical information
- Follow all instructions given by instructors and guides
- Respect safety rules and environmental regulations

7.2 Diving-Specific Requirements

Depending on the activity:

- Minimum age limits apply
- Certified divers must present a valid certification card
- A medical questionnaire must be completed before diving
- A medical certificate may be required in certain cases

The Activity Provider reserves the right to refuse participation if safety requirements are not met. In such cases, no refund is due.

8. Safety and Conduct

- Activities are conducted according to **international diving standards** and Spanish regulations.
- Participants must strictly comply with safety briefings.
- The Activity Provider may interrupt or stop an activity if participant behavior presents a safety risk.

No refund will be granted in case of interruption due to participant misconduct or non-compliance.

9. Cancellation and Modification by the Customer

9.1 Cancellation

Unless otherwise specified on the Decathlon Travel product page:

- Cancellation more than **48 hours** before the scheduled activity: full refund
- Cancellation less than **48 hours** before the activity or no-show: no refund

The cancellation policy displayed on Decathlon Travel at the time of booking shall prevail.

9.2 Modifications

Requests for date or participant changes are subject to availability and approval by the Activity Provider.

10. Cancellation or Modification by the Activity Provider

The Activity Provider may cancel or modify an activity due to:

- Weather or sea conditions
- Safety considerations
- Technical or operational constraints
- Insufficient number of participants
- Force majeure events

In such cases, the customer will be offered:

- An alternative date or activity, or
- A full refund for the cancelled service

No additional compensation shall be payable.

11. Equipment and Material

- Rental equipment remains the property of the Activity Provider.
 - Participants are responsible for loss or damage caused by misuse or negligence.
 - Personal belongings are brought at the participant's own risk.
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12. Insurance and Liability

12.1 Insurance

The Activity Provider holds:

- Mandatory **civil liability insurance** in accordance with Spanish law

Participants are strongly advised to hold:

- Personal accident and dive insurance (mandatory for certain dives)

12.2 Limitation of Liability

Neither the Activity Provider nor Decathlon Travel shall be liable for:

- Accidents resulting from non-compliance with safety instructions
- Incorrect information provided by the participant
- Pre-existing medical conditions
- Loss or theft of personal items

Liability is limited to cases of proven gross negligence or intentional misconduct, within legal limits.

13. Images and Promotional Use

Unless the customer expressly objects in writing, the Activity Provider may use images or videos taken during activities for promotional purposes.

This does not affect the customer's data protection rights.

14. Personal Data Protection

Personal data is processed in accordance with:

- The **General Data Protection Regulation (GDPR)**
- Applicable Spanish and EU data protection laws

Data is used solely for booking management, safety, legal compliance, and customer communication.

15. Force Majeure

Neither the Activity Provider nor Decathlon Travel shall be held liable for non-performance due to events beyond reasonable control, including natural events, government measures, strikes, or emergencies.

16. Applicable Law and Dispute Resolution

These GTCS are governed by **Spanish law**.

In case of dispute, consumers may:

- Seek an amicable solution
- Use the **European Online Dispute Resolution (ODR) platform**
- Bring the matter before the competent Spanish courts

17. Acceptance of the Terms

By booking an activity operated by Diving Atlantis Tenerife on the Decathlon Travel platform, the customer confirms acceptance of these **General Terms and Conditions of Sale**, in addition to Decathlon Travel's platform terms.
