

# General terms and conditions

General terms and conditions of MDS My Diving School, Owner Marc Julien Berra Sanjuan, Avenida de 's Horta s/n, 07669 Cala Serena/ Cala d'Or. (10.06.2025)



## Participation requirements

Each participant must be in possession of a valid recognized diving certificate, which entitles him to perform recreational diving with a diving partner. This diving certificate must be presented. The minimum age for open water diving is 10 years. For minors, the written consent of the legal guardian is required in any case. Up to the age of 14, the legal guardian must also agree to be present at the dive site during all diving activities.

Before and also during the accompanied dive, as well as at the dive site itself, the instructions of the dive guide/dive instructor must be followed. In case of repeated violation, the participant can be excluded from the dive with immediate effect. In this case, there is no right to a refund of the diving fees. Participants who are under the influence of alcohol, drugs or medication must be excluded from any activities for safety reasons. The diving staff of the diving school must be informed in advance about the intake of any required medication. The diving staff has the right to prohibit the participant from diving.

According to Spanish law, every diver is obliged to carry a dive computer, a surface buoy and a cutting tool independently on every dive. This is their own responsibility and will not be checked by the staff. Furthermore, a valid diving insurance and a medical certificate, which is not older than two years, must be presented. Alternatively, a medical questionnaire about the state of health can be filled out.

## Registration

Each diver have to fill out the registration. The information must be truthful. The participant agrees that the data given in the registration form will be processed electronically. After registration, each participant can independently register in the diving list posted for the respective day or dive.

## Liability

Participation is at your own risk. Dangerous behavior can lead to the immediate exclusion of a person from the dive. MDS My Diving School expressly excludes any liability for the actions of the participants. For loss and damage of equipment, rental equipment, deliberately or negligently caused damage, as well as costs for rescue and recovery measures (also against third parties) the participant is liable, as far as he does not follow instructions of the dive guides / dive instructors. Should a participant require assistance in the event of a diving accident, the participant will be responsible for all costs incurred, unless covered by the participant, even if third parties initiate the rescue chain on the participant's behalf. In case of diving accidents, the participant must immediately inform the diving center.

The liability of MDS My Diving School is limited to the agreed service provision. The leading and accompanying of a dive according to the requirements and brevet levels of the participants. In particular,

this includes the provision of operational equipment, if borrowed from us, and experienced dive guides/dive instructors.

Our contractual and non-contractual liability is limited to intent and gross negligence, unless it is a breach of a material contractual obligation and / or injury to life, limb or health. The same applies to the liability of our vicarious agents. The diving center endeavors to keep the announced dates. However, the diving school reserves the right to make justified changes. Private diving equipment can be stored in the diving school, but no liability is assumed in case of theft.

### **Pressure Chamber**

A privatized deco chamber is located in Palma. To support and maintain it, we charge each diver once a year a fee of 8,- €.

### **Dives**

The participant agrees to comply with all diving rules and safety standards. The participant is responsible for the functionality of his private equipment. This will not be checked by the staff. Any rental equipment must be checked by the participant before each dive to ensure that it is in working order and must be entered independently in the list provided for this purpose. Any malfunctions or damages are to be reported to the diving center immediately. It is forbidden to dive alone. The participants of each dive must always stay together during the dive. If a participant is nevertheless isolated from the group, he/she must immediately ascend, observing the prescribed ascent speed and following local safety regulations. The same applies to dive partners in small teams of two or more. Diving is only allowed in the places designated as dive sites, any prohibited zones must be strictly observed. Any disturbance of the environment by noise or pollution is to be avoided. Decompression dives are not allowed.

### **Cancellation of the diving trip**

In case of rough sea, high waves, precipitation, thunderstorms, bad visibility, the organizer has the right to cancel the tour at short notice and offer the participant a replacement or new date. The boat trips/boat dives take place from 4 participants.

### **Resignation of the diving trip**

If the registered participant on the dive list, does not want to participate in the dive, must be canceled in time, no later than the evening before until 18:00 by phone **+34 625 997 400** or **+34 971 643 715** or by email to [info@mds-mallorca.de](mailto:info@mds-mallorca.de). (no WhatsApp message) if this does not happen, the dive will be charged at 45€. ( except e.g. illness...)

I have read the GTC and agree to them. It is expressly and exclusively agreed that Spanish law shall apply.