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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our other terms referenced in this document carefully

The following terms and conditions set out the basis on which all training, courses, dive bookings, merchandise and services sale are sold and/or made by Omega Divers (trading as Dive Center, Dive School, The Diving center and Dive Shop Online), ("We", "Us", "Our", "The Company"), to and/or with the purchaser, ("You", "Your"), from our websites ("the Site"), by telephone or in person in the center.

These terms and conditions, together with our Privacy Policy and any order form or payment instructions comprise the whole agreement between You and Us in relation to each sale, for example, course or boat dive booking, we accept from you.

By making a booking via the site, over the telephone, email or in person you agree to be bound by these terms and conditions.

By making a booking you acknowledge that you have not relied on any statement, warranty or representation other than those which are made in these terms and conditions, our Privacy Policy, any order form or any payment instructions.

### 1. Course Bookings

1.1. All divers listed on a course booking will be included in the booking and the charges will be applied for all spaces booked.

1.2. Candidates using Omega Divers equipment for any course are responsible for that equipment and will be charged for any loss or damage howsoever caused.

1.3. Candidates may not participate in diving activities without a satisfactorily completed medical statement and a statement of understanding and assumption of risk. Any delays caused to the course by failure to complete these administrative and medical requirements will be chargeable at the current missed session rate.

1.4. Any non-attendance of scheduled sessions will be charged at the current missed session rate.

1.5. If Customers fail to meet the performance requirements on any dive or knowledge development session, at the sole discretion of the instructor, Omega Divers reserve the right to charge for repeating that dive or session, the rate for this will be based on the current missed session rate at that time and depend on the nature of the dive or session in question.

1.6. Neither Omega Divers, its employees nor its contractors can be held responsible for damage to, or loss of, any personal equipment caused prior to, during or after any diving activities.

### 1.7. Course Cancellations made by you:

You are entitled to cancel your course at any point. All cancellations can be made by the following methods:

- 1) Texting (SMS) the office on +30 6907724603 or +30 6945999921,
- 2) emailing info@omegadivers.com

Cancellation will take effect from the day this notice is received and the receipt will be confirmed in writing via text message or email.

Cancellation charges as a percentage of the total course price depend on the number of days before the course on which notice of cancellation was received. The following cancellations charges will apply:

- If you cancel at least 7 day(s) in advance of the scheduled departure, there is no cancellation fee.
- If you cancel between 3 and 6 day(s) in advance of the scheduled departure, there is a 50 percent cancellation fee.
- If you cancel within 2 day(s) of the scheduled departure, there is a 100 percent cancellation fee.

### 1.8. Changes made by us:

It is unlikely that we will have to make any changes to your course arrangements. Occasionally, we may have to make changes (for example, a classroom change may be necessary, extreme weather conditions or Dive Site for training) and we reserve the right to do so at any time.

1.9. We also reserve the right to cancel your course arrangements. For example, if the minimum number of clients required for a particular course arrangement is not reached, we may have to cancel it. However, in that case, the Dive Center can reschedule your booked course to another planned course in the future if available.

1.10. IMPORTANT NOTE: Refunds or any compensation payments do not apply if we reschedule or cancel your course due to circumstances beyond our control (force majeure). We can reschedule or cancel your course in the following circumstances: war, the threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, fire, technical problems with transport, technical problems in general, airport closures, bad weather conditions and similar events beyond our control.

1.11. Omega Divers reserve the right to charge an administration fee for any amendments, that are requested by the customer, to scheduled sessions on a booked course. This fee may be charged in addition to a missed session fee at the discretion of Omega Divers.

1.12. Candidates agree to abide by the rules and decisions of Omega Divers, its staff and subcontractors in all diver-training matters.

1.13. No refunds will be made after the course has started.

## 2. Dive and Snorkeling Trips Bookings

2.1. All divers or snorkelers listed on a boat or shore dive booking will be included in the booking, and the charges will be applied for all spaces booked.

2.3. Once we depart the Dive Center for a dive, the dive/ snorkel trip will be considered to be taking place.

2.4. The Dive Center reserves the right to change dive sites or vessels without notice, due to weather, safety suitability or any other reason.

2.5. Dive/ Snorkel Trip Cancellations made by you:

You are entitled to cancel your dive/Snorkel trip at any point. All cancellations can be made by the following methods:

1) Texting (SMS) the office on +30 6907724603 or +30 6945999921

2) emailing info@omegadivers.com

Cancellation will take effect from the day this notice is received, and the receipt will be confirmed in writing via text message or email.

Cancellation charges as a percentage of the total dive/snorkel trip price depend on the number of days before the dive trip on which notice of cancellation was received. The following cancellations charges will apply:

- If you cancel at least 7 day(s) in advance of the scheduled departure, there is no cancellation fee.

- If you cancel between 3 and 6 day(s) in advance of the scheduled departure, there is a 50 percent cancellation fee.

- If you cancel within 2 day(s) of the scheduled departure, there is a 100 percent cancellation fee.

2.6. Changes made by us:

It is unlikely that we will have to make any changes to your dive trip arrangements. Occasionally, we may have to make changes (for example, a port or dive/snorkel site change may be necessary) and we reserve the right to do so at any time.

2.7. We also reserve the right to cancel your dive/snorkel trip arrangements. For example, if the minimum number of clients required for a particular dive/snorkel trip arrangement is not reached, we may have to cancel it. However, in that case, the Dive Center can offer a Shore Dive (if available) instead of a Boat dive or reschedule the dive/snorkel trip to another available day.

2.8. IMPORTANT NOTE: Refunds or any compensation payments do not apply if we reschedule or cancel your dive/snorkel trip due to circumstances beyond our control (force majeure). We can reschedule or cancel your dive/snorkel trip in the following circumstances: war, the threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, fire, technical problems with transport, technical problems in general, airport closures, bad weather conditions and similar events beyond our control.

2.9. The center reserves the right to refuse divers/snorkelers to dive/snorkel if in the opinion of the Dive Center the diver/snorkeler is not suitable for the chosen dive/snorkel activity for any reason. In this case, the diver/snorkeler will be liable for the full charge of the dive.

2.10. In all matters relating to the dive/snorkel trip booking the Dive Center's decision is final.

2.11 All divers agree to abide by the Dive Center's Diving Practices at all times, a copy of which is available on request, the center decision on any diving matters is final.

2.12. Divers using Omega Divers equipment for any scuba or snorkeling activities are responsible for that equipment and will be charged for any loss or damage howsoever caused.

### 3. E-SHOP

3.1. OFFER AND CONTRACT CLOSING. By ordering on our website, you confirm that you are at least 18 years of age and accept our Terms and Conditions. Omega Divers will send you a confirmation by mail, as soon as the payment appears on our bank account. Omega Divers reserve the right to cancel or decline any order without giving further details.

3.2. PLACING AN ORDER. In order to place an order, you must be at least 18 years old. If you are a minor, ask your parents or legal representatives to place the order in your name. However, if you are between 14 and 18 years of age, you can request information about products. In any case, it is advisable to have your parents or legal representatives before navigating and/or registering on our websites or mobile applications so that they can explain any questions that arise. If you are under 14, please do not give us any personal information, as we cannot accept them.

Omega Divers will make every effort to provide you with the activities listed in your order confirmation. However, there may be times when it is impossible for us to supply such activities because of, for example, a high demand. In these cases, we will contact you to inform you and suggest alternative dates or activities that you may wish to purchase.

3.3. PAYMENT Our main payment methods are PayPal, Bank Transfer or Credit Card. Once all items have been added to the basket, all available payment methods will be shown. For online payments made by credit card, the 'Secure Socket Layer' (SSL) security system is used, which allows encrypting your banking information when on the network.

3.4. LIABILITY Events outside of our control - we will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations to you if such failure or delay is caused by an event outside of our control.

An event outside of our control means any act or event beyond our reasonable control such as act(s) of God, wars, terrorist attacks, embargos, riots, strikes, lock-outs, trade disputes, fires, floods, earthquakes or other natural disasters, break-down, inclement weather, interruption of transport, Government action or failure of public or private telecommunications or transport networks.

If such an event takes place and it affects the performance of our obligations to you: (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations to you will be suspended for the duration of the event. Where the event affects the activities you have purchased, we will contact you to arrange a new date after the event is over.

### 4. Gift Card / Gift Certificate (Voucher)

4.1. Your Gift Card once has been purchased can be redeemed on the dates chosen.

4.3. Your Gift Certificate (Voucher) once has been purchased can be used for the particular activity written on this Gift Certificate (Voucher) and redeemed only once in full. The same Gift Certificate (Voucher) cannot be used again.

4.4. Gift Certificate (Voucher) has 12 months expiry date from the date of purchase.

4.5. Gift Card or Gift Certificate (Voucher) can be purchased in Omega Divers Diving Center or online.

4.6. Online orders containing eGift Cards can be downloaded and printed out once you finish purchase online.

4.8. No refund will be made after the Gift Card or Gift Certificate (Voucher) has been purchased.

4.9. Gift Card or Gift Certificate (Voucher) are redeemable in-store Omega Divers Diving Center only. To use a Gift Card or Gift Certificate (Voucher) , please send us a mail at [info@omegadivers.com](mailto:info@omegadivers.com)

4.10 Gift Card or Gift Certificate (Voucher) are redeemable for booking activities only and are not redeemable for cash.

4.13. Omega Divers Gift Card or Gift Certificate (Voucher) make it easy to say "Thank You for a job well done!" or "Thank you for your business!" If you are a corporation or an individual looking to purchase a large quantity of Omega Divers Gift Card or Gift Certificate (Voucher), please email us at [info@omegadivers.com](mailto:info@omegadivers.com) or call +30 6945999921 for further assistance.

4.15. Your purchase or use of a Gift Card or Gift Certificate (Voucher) constitutes acceptance of these Gift Card or Gift Certificate (Voucher) Terms and Conditions. These gift card Terms and Conditions are subject to change without notice. Gift Card or Gift Certificate (Voucher) and their use at Omega Divers Diving Center are also subject to our Privacy Policy - Your Privacy Rights and Terms of Use.

## 5. Other

5.1. Omega Divers accept NO LIABILITY for loss or damage to personal property including diving equipment. Any equipment left on the boat or in the dive center overnight or during transport is at the owner's risk.

5.2. We reserve the right to change these terms and conditions at any time.

## 6. Confidentiality

6.1 Omega Divers may collect personal information about clients to further the service provided. This may include names, email addresses or other identifying information.

6.2 Omega Divers 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.

## 7. Disputes and Venue

7.1 In case of a dispute between Omega Divers 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 Greece

7.2 Greek laws apply to the relationship between the client and Omega Divers. With regards to foreign business of the customer that Omega Divers is handling, the laws of the relevant country apply, unless specifically otherwise agreed upon.

7.3 Omega Divers complies to the strictest laws dictated by the Hellenic Coastguard, owning all relevant documents and licenses for our activities, equipment and means, ensuring absolute safety for our employees and clients.

## 8. Customer Declaration

8.1 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 Omega Divers 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 Omega Divers. b. That the agreement for services with Omega Divers is entered in its own benefit only.