

Booking and participation terms

These terms apply to all courses, training programmes, guided dives, events and workshop services provided by DiveWithSteini. They supersede all earlier versions.

Version: 08/2026

Review note: This version reflects the actual DiveWithSteini model and must be reviewed by a lawyer before publication. In case of doubt, the German version of these terms prevails.

1. Scope and contracting party

The contracting party is DiveWithSteini, proprietor Sven Steinhardt, Hasenplatz 4, 71083 Herrenberg, Germany. These terms apply to all services offered under that name. By enrolling, the participant accepts them. Deviating terms proposed by the participant do not become part of the contract unless DiveWithSteini expressly agrees to them in text form.

2. Enrolment and formation of the contract

Enrolment is made through the online form, in text form or in person. It constitutes an offer by the participant to enter into a contract. The contract is formed only when DiveWithSteini accepts that offer, either by express booking confirmation or by acceptance of a quotation provided. Dates become binding only once they have been confirmed.

Training places are allocated in the order in which confirmed enrolments are received. The online enrolment captures an electronic signature; for the purposes of this contract it has the same effect as a handwritten signature. The participant receives a copy of the enrolment as a PDF immediately.

3. Scope of services and certification

The quotation, the course description and these terms determine what is included. Certification requires that the theoretical and practical performance requirements of the applicable training standard have been met.

There is no entitlement to the issue of a certification. The course fee pays for the agreed training, not for a successful outcome. Repetition within the normal scope of the course is already included.

4. Prices and payment

All prices are final prices. As a small business under Section 19 of the German VAT Act, DiveWithSteini does not show VAT. The amount due, any deposit and the payment dates are stated in the quotation; unless agreed otherwise, the course fee is payable in full before the first binding session begins.

A deposit may be required where learning materials are activated, registrations are made, equipment is reserved or external services are booked. Digital learning materials already activated and registrations may be itemised separately. Travel, accommodation, boat spaces, exceptional entry fees, special gases and technical rental equipment are itemised before confirmation.

5. Requirements for participation

Required certifications, experience, documentation and, where applicable, medical clearance must be provided in good time before the first session. Participants must be able to swim and must meet the water competence and fitness requirements of the applicable training standard. Personal equipment must be suitable for the session, in

serviceable technical condition and within a valid inspection period.

6. Health

Before participating, the medical questionnaire must be completed fully and truthfully. Where it indicates a need for clarification, medical clearance confirming fitness to dive must be presented. A current diving medical certificate is recommended generally.

Changes in state of health, medication taken or other circumstances that may affect fitness to dive must be reported to DiveWithSteini without delay, including where they arise after enrolment. If such a report is not made, any resulting loss of a session is deemed to be attributable to the participant.

7. Cancellation by the participant

Cancellations must be made in text form. The time of receipt by DiveWithSteini is decisive. Unless mandatory statutory rights provide otherwise, the following flat-rate charges apply, calculated from the first binding session. Saved expenses and any alternative booking of the slot are credited.

Time of cancellation	Cancellation charge
More than 28 calendar days before	No course fee
28 to 15 calendar days	30%
14 to 8 calendar days	50%
7 calendar days to 48 hours	75%
Less than 48 hours or no-show	100%

Third-party costs already incurred and non-refundable, in particular activated learning materials, registration fees and booked external services, may be charged in addition. The participant may demonstrate that no loss, or a substantially lower loss, was incurred.

8. Substitute participant and rebooking

By prior agreement, a suitable substitute participant may be named, provided they meet all professional, health-related and formal requirements. A one-time rebooking is free of charge up to 15 calendar days before the date. Between 14 and 8 calendar days, 50 is charged; between 7 calendar days and 48 hours, 100. Below 48 hours, the cancellation rules in section 7 apply. A replacement date should take place within six months and is subject to available dates and suitable conditions.

9. Illness

In the event of short-notice illness reported without delay, a one-time rebooking to a replacement date is possible. DiveWithSteini may request suitable evidence. Non-refundable third-party costs remain payable.

10. Weather, water conditions and safety

DiveWithSteini may change the dive site, schedule or date, and may abort a dive or decline to begin one, where weather, water conditions, equipment, health or behaviour do not permit safe execution. Rain alone is generally not a reason to cancel.

Training components not yet delivered will be made up in such cases. There is no entitlement to a particular dive site. The decision whether to run or abort a dive rests with the instructor in charge.

11. Late arrival and missing preparation

Late arrival does not extend the session. If the session cannot be conducted safely as a result, or if required theory, documentation or suitable equipment is missing, the service is deemed to have lapsed for reasons attributable to the participant.

12. Instructions and exclusion for cause

Safety-related instructions given by the instructor or the assigned supervising staff must be followed. In the event of serious breaches of safety rules, endangerment of other participants, or participation under the influence of alcohol, drugs or medication affecting fitness to dive, the participant may be excluded from further participation. In that case the affected service is deemed to have lapsed for reasons attributable to the participant and is not refunded. Unrelated services not yet delivered remain unaffected.

13. Discontinuation of training

If the training is discontinued, the services already delivered and the costs incurred are settled. Components not yet delivered may, for comprehensible reasons and by agreement, be made up within six months.

14. Cancellation by DiveWithSteini

In the event of instructor illness, technical problems or closed training sites, a replacement date is offered. If this is not possible within a reasonable period, services not yet delivered are refunded. Private travel, hotel or holiday costs are only covered where mandatory statutory liability exists.

15. Equipment

Rental equipment provided must be handled with care and returned in the condition in which it was provided. The participant is liable for damage or loss for which they are responsible in accordance with statutory provisions; normal wear and tear is disregarded. No safekeeping is assumed for personal items and privately owned equipment brought along unless expressly agreed otherwise.

16. Insurance

Taking out suitable health, accident and personal liability insurance covering diving, together with diving accident cover, is strongly recommended. Such insurance is not included in the course fee.

17. Liability

The statutory liability rules apply. Liability for damage arising from injury to life, body or health, and for intent and gross negligence, is not limited. The same applies to liability under the German Product Liability Act and to the breach of material contractual obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose observance the participant may regularly rely; in that case liability is limited to the foreseeable damage typical for this type of contract. No liability beyond this exists.

The participant is aware that scuba diving involves risks which cannot be entirely excluded even with careful

training and supervision. This awareness does not affect the statutory liability rules set out above.

18. Minors

For minors, the consent and required declarations of all legal guardians are necessary. In addition, maturity, physical requirements and the applicable training standards are assessed. Legal guardians name a contact person who can be reached for the duration of the training.

19. Photographs and recordings

Recordings in which participants are identifiable are published only with their prior consent. Consent is voluntary, has no bearing on participation and may be withdrawn at any time with effect for the future.

20. Data protection

Personal data is processed solely to deliver the training, to meet the requirements of the relevant training agency and to comply with statutory obligations. Health-related information is subject to additional protection, is stored in encrypted form and is deleted once its purpose has ceased to apply. Details are set out in the privacy information (<https://divewithsteini.de/en/privacy-policy/>).

21. Right of withdrawal

Consumers may have a statutory right of withdrawal in distance contracts. If training is to begin before the withdrawal period has expired, the participant's express request is required; it is recorded separately in the enrolment form. In that case the right of withdrawal expires once the service has been performed in full (Section 356(4) of the German Civil Code); if withdrawal occurs before then, reasonable payment is owed for the services already provided (Section 357(8)). Details and exceptions are set out in the withdrawal information (<https://divewithsteini.de/en/withdrawal-information/>). The model withdrawal form (<https://divewithsteini.de/en/withdrawal-form/>) may be used to declare a withdrawal.

22. Final provisions

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection provisions of the country in which the participant is habitually resident remain unaffected.

If the participant is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Herrenberg. In relation to consumers, the statutory places of jurisdiction apply.

DiveWithSteini is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.

Should individual provisions be or become invalid, the validity of the remaining provisions is unaffected. The statutory provision takes the place of the invalid one.

Amendments and additions to these terms require text form.

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