

General Terms & Conditions (GTC) for Events

By signing up for an event (e.g. a course, workshop, training or coaching) at Thomas Plum / Freediving & Yoga, you confirm the following terms and conditions and accept these conditions as a binding contractual basis for the registration and execution of the event.

For reasons of simplification and readability, the masculine form is used in the following text. However, the respective terms apply in the male and female forms.

Scope

The following general terms and conditions (GTC) govern the contractual relationship between the participant of the event and the organizer Thomas Plum / Freediving & Yoga.

Registration, registration confirmation and payment

The registration for events of Thomas Plum / Freediving & Yoga must be made in writing via online form, E-Mail or letter. Registrations are generally processed in the order in which they are received, as the number of participants is limited in the interests of a successful, properly and secure event. In the case of overbooking or disregarding the registration for other reasons, you will be notified promptly. There is no legal claim for participation. The registration becomes legally binding only by a written confirmation from the organizer and the participation fee has to be paid immediately after the written confirmation of the organizer. There is no entitlement to participation in the event until payment is received. If the participant does not pay the registration fee directly, the organizer reserves the right to give priority to further participants in the applicant's order. The fees published at the time of the registration apply. At the beginning of the event, you will receive as a participant an invitation with details of the course of the event.

Participation fees

The participation fee includes the services described in the respective event announcement. Unless otherwise stipulated in the respective event announcement, the participation fee does not include the costs of travel, accommodation, meals and drinks, entry fees and diving permits of the participant as well as the fees for the eventual lending of equipment. The certification fee from the Freediving Organization (AIDA) is included and will be paid from Thomas Plum / Freediving & Yoga to AIDA.

Rental fees and conditions

The rental of equipment should be agreed in advance. The fees for the rental equipment will be paid in advance. Late returns will be charged according to the rental fees listed below. The equipment will be taken over and returned during the event or on separately agreed dates. The hirer himself is responsible for compliance with regulations and rules. Rental to third parties is prohibited. After borrowing the equipment, the lender hands it over to the lender complete, undamaged and cleaned. Any damage will be charged to the lender. If rental equipment is lost, the lender is liable to the amount of the replacement value. Changes and dismantling of the equipment are not permitted. Thomas Plum / Freediving & Yoga accepts no liability for injuries, damage to health, other personal injuries or other damage caused by the use of rental equipment.

The rental of equipment is subject to the following rental fees.

Equipment	Rental fee	Duration
Weights, weight belt, neck weight	5,00 EUR	per day
Fins	5,00 EUR	per day
Lanyard	5,00 EUR	per day
Nose clip	5,00 EUR	per day
Mask & Snorkel	5,00 EUR	per day
Wetsuit	10,00 EUR	per day
Yoga mat	5,00 EUR	per day
Waterproof stopwatch	5,00 EUR	per day

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Cancellation - Cancellation of the participant

Cancellations can only be made in writing. Should a participant be prevented from attending, the appointment and participation of a substitute who fulfills the corresponding participation requirements for the event is possible after consultation with the organizer without cancellation fees.

In case of cancellation or rebooking of the participation by the participant, the following cancellation fees will be charged by Thomas Plum / Freediving & Yoga:

- up to 60 calendar days before the start of the event: no cancellation fee
- up to 30 calendar days before the start of the event: cancellation fee of 50% of the participation and rental fee as well as further event cost (e.g. hotel, entry, transportation)
- less than 30 calendar days before the start of the event: cancellation fee of 100% of the participation and rental fee as well as further event cost (e.g. hotel, entry, transportation)
- in the case of non-attendance or partial participation, the full event price is to be paid, or no reimbursement of the already paid price.

In case of cancellation by the participant in time, the organizer will refund the participant the already paid participation and rental fee as well as further paid event costs (e.g. hotel, admissions, travel costs) minus the cancellation fees. If more favorable cancellation options can be realized, especially for the further event costs such as hotel, admissions or travel costs, Thomas Plum / Freediving & Yoga will consider these appropriately for a possible credit or refund.

Translated with www.DeepL.com/Translator (free version)

Cancellation - Cancellation by the organizer

Thomas Plum / Freediving & Yoga reserves the right in case of any special or unforeseeable circumstances not caused by Thomas Plum / Freediving & Yoga to change the respective event location and / or time, to use another event manager or instructor as a substitute or to cancel the event or to change the content of the event at short notice to adapt to a given situation like the unforeseeable illness and/or unavailability of an instructors or event manager, impartibility of the event due to dangerous weather conditions in the case of external events or lack of availability of the planned event location,

If a minimum number of participants is not achieved, Thomas Plum / Freediving & Yoga reserves the right to reschedule or cancel the respective event. In this case, Thomas Plum / Freediving & Yoga endeavors to inform the participants at the latest 30 days before the scheduled start of the event.

In case of a rescheduled event, the participants may choose between taking part in the alternative date offered or the refund of any participation fees already paid. In case of the cancellation of an event, the participant will be reimbursed.

There are no further claims from the participant, in particular there are no damages claims or no taking over of cancellation fees for travel and / or accommodation costs of the participant by the organizer in case of change or cancellation of an event.

Copyrights and use of the training and training material

In various events, the participant receives training and training materials in printed form or online as a file, e.g. in the form of text documents or videos, which are included in the event fee. Furthermore, additional documents or files may be obtained in paper or file form by the participant for payment of an agreed fee. These documents and files, which are made available to the participant, either within the framework of the participation fee or separately paid documents and files are referred to as training documents in the following. These training documents are intended for the personal use of the participant, in particular for their own further training, are subject to copyright and may not be copied, passed on to third parties or used in any other way. No part of the training materials may be processed, copied, distributed or deleted, or used for public use, or used for the purpose of their own instruction, in particular using electronic systems without the written permission of Thomas Plum / Freediving & Yoga

Photographs and videos produced by the participants during the event may only be used for private purposes. Any other way of using is to be agreed with Thomas Plum / Freediving & Yoga.

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The participant can voluntarily give written feedback on the event. By submitting a feedback on the feedback form or in another written form, the participant allows Thomas Plum / Freediving & Yoga to publish this feedback in addition to the improvement of events on different media. Quotes are marked with the first name and first letter of the last name of the participant. The rating is included in an average calculation and can be published accordingly in the average analysis in various media by Thomas Plum / Freediving & Yoga. For verbal citations, a consent of the participant is obtained by Thomas Plum / Freediving & Yoga before publication.

Participation prerequisites

The participant confirms that he fulfills the prerequisites for participation in the event. In particular, he is medically, physically and mentally able to participate in the booked event. To participate in the event, it is the responsibility of the participant to own a medical certificate for diving fitness not older than 1 year. The participant will bring the medical certificate for diving fitness as well as the highest available freediving certificate (Brevet) to the event and, if available, and will hand over a copy of Thomas Plum / Freediving & Yoga at the beginning of the event.

The participant also accepts the extended liability disclaimer and the medical statement, which he carefully reads and signs at the beginning of the event.

If necessary, Thomas Plum / Freediving & Yoga will gladly make these documents available in advance by E-Mail.

Thomas Plum / Freediving & Yoga reserves the right, in exceptional circumstances, to refuse participation in the event if the participant does not fulfill the prerequisites for participation or is not in an obviously appropriate state of health or does not comply with the instructions of the organizer or his representatives, especially where these are relevant to safety. The exclusion of a participant from an event can take place either at the beginning or during the event. In this case, the participant's fees will not be refunded.

Liability

Participants participate in the event at their own risk. The participant is at any time free to not execute certain exercises or dives that are part of the event, especially if he is unable to do so, or if he does not want to do so, or if he sees a too big risk.

The events are carefully prepared and carried out with the aim of educating and training the participants in the content which is written in the event announcement. Thomas Plum / Freediving & Yoga takes no liability for the correctness, topicality and completeness of the contents of the event as well as the training materials, the advice and the utilization of acquired knowledge. This also applies to disadvantages which result from the lack of prerequisites for the participants. Thomas Plum / Freediving & Yoga does not accept any success guarantee and liability for the fact that the participant reaches the learning goal or the learning goal addressed by the participant himself.

Thomas Plum / Freediving & Yoga shall not be liable for accidents, loss, theft or damage to equipment, clothing, vehicles, valuables and other items brought by the participant before, during or after the event.

Insofar as Thomas Plum / Freediving & Yoga provides equipment to the participant, the participant is also liable in case of slight negligence for loss or damage to these items of equipment caused by him. If the normal and intended use of the participant results in normal wear and tear, other changes or deterioration of the equipment provided, the participant is not responsible for the equipment.

Thomas Plum / Freediving & Yoga accepts no liability for injuries, damage to health or any other personal injury that occurs during or as a result of the event.

Final provisions

The law of the Federal Republic of Germany shall apply exclusively to this contract and its implementation. Exclusive court of jurisdiction is Stuttgart.

Should one of these provisions be or become invalid or incomplete, all other provisions remain unaffected. The ineffective or incomplete provision shall be replaced by a meaningful and effective provision that comes closest to the ineffective or incomplete regulation.

In addition, the applicable statutory provisions apply. General terms and conditions of the participant deviating from these General Terms and Conditions are not valid. Agreements other than this agreement shall only be effective if agreed in writing.

Cancellation instruction

Within the scope of the right of revocation, the participant can revoke the declaration of the contract / booking of the event within two weeks without giving reasons in written form (e.g., E-Mail or letter). The period begins with receipt of this instruction.

Thomas Plum / Freediving & Yoga
Altdorfer Weg 3
72766 Reutlingen