



# Neptune's Dive College

## Professional Career Development Programs Terms and Conditions

THIS AGREEMENT will have to be signed when starting a dive internship with Neptune's Diving & Adventure Center

Agreement for participation in a Neptune's Dive master Instructor Internship Program:

### 1. Interpretation

1.1 In this Agreement:

The "Program" means the Internship (IIP)

The "Service" The internship, to be provided by Neptune's Diving to the Individual.

1.2 The headings in this Agreement are for convenience only and should not affect their interpretation.

### 2. The Service Provided

2.1 Neptune's Diving shall provide the service described below and on their website to the Individual, subject to the terms of this Agreement.

2.2 Neptune's Diving reserves the right to refuse a placement to anyone less than 18 years of age and shall have the final say on whether an Individual may attend the specific Program.

2.3 The Service shall consist of: -

2.3.1 Organising and setting up a Program as described on Neptune's website and as agreed to between Neptune's Diving and the Individual;

2.3.3 Arranging suitable accommodation during the period of the Individual's involvement with the Program. Neptune's Diving shall, arrange housing described on the website and or similar or better housing.

2.3.4 Arranging the provision of equipment, training and training materials relevant to the Program as described on Neptune's Diving website and or agreed to by Neptune's Diving and the individual.



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## 3. The Individual's Obligations

3.1 By participating in a Program (IIP) the Individual accepts that he or she will be subjected to various physical and emotional demands. Individuals are aware and accept that customs, language and the standard of living, including food, hygiene and accommodations in Mexico may be different from the standards of their own country.

3.2 The Individual is responsible for his/her own travel arrangements and personal expenses during the Program. Except for the travel services as outline in Neptune's Diving website

3.3 The Individual warrants that all information and records provided to Neptune's Diving relating to the Individual, the Individual's medical history and medical statement are accurate and truthful and provide Neptune's Diving with a clear indication of the Individual's state of health.

3.4 The Individual is under obligation to inform Neptune's Diving of any medication requirements, any allergies and any other physical or mental condition that could affect the Individual's performance or acceptance in the Program. Neptune's Diving shall not in any event be held liable for any consequence arising out of the Individual's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program. Neptune's Diving reserves the right to reject applicants requiring specialist medical care.

3.4.1 In the event the individual is previously cleared for diving but a medical condition later arises which prohibit or endanger the welfare of the individual or can place others in jeopardy, Neptune's Diving shall withhold the right to remove the Individual from the program, for said medical reasons and furthermore the individual agrees Neptune's Diving shall be under no obligation to refund any monies.

3.5 The Individual agrees to take personal responsibility for insuring the Individual's own personal effects and Neptune's Diving cannot be held liable for any loss or damage to personal effects.

3.6 The Individual is responsible for ensuring that he / she has a valid passport, any necessary visa, permits and vaccinations and has obtained and supplied all relevant valid documentation for the Program in terms of travel documents and medical documents.

3.7 Neptune's Diving cannot be held responsible for a country's decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Individuals must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Program.

3.8 The Individual shall comply with all relevant laws, regulations and customs of Mexico. In the event of a contravention of these laws, Neptune's Diving shall have the right to require the Individual to leave the Program and no liability on the part of Neptune's Diving shall arise whatsoever.

3.9 The Individual will at all times respect and follow local laws and culture of Mexico and behave in a responsible and courteous manner. Each Individual has a duty of care to each other, to local people and/or anyone participating in the Program and to Neptune's Diving. Individuals shall follow the reasonable instructions of Neptune's Diving during the Program.

3.10 As representatives for Neptune's Diving within the local community and Mexico, the Individual must respect Neptune's Diving's aims and objectives and not wilfully, recklessly or by omission



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seek to damage relations between Neptune's Diving, the Program and (or) the local community, Mexico. The Individual must not misrepresent Neptune's Diving in any way which would seek to undermine or damage relations between Neptune's Diving and the local community.

3.11 The Individual shall at all time respect and follow the health and safety procedures as set out by Neptune's Diving and local authorities.

3.12 The Individual agrees to abide by all rules and regulations contained in the Neptune's Standards and Policies and the Neptune's Diving Employee Manual.

3.13 The individual agrees to abide by all training and academic standards, furthermore the individual is expressly aware that tuition payments do not guarantee certification or graduation.

## 4. Charges

4.1 Subject to any special terms agreed, the Individual must pay Neptune's Diving standard charge as explained as published on Neptune's Diving website, [www.Neptunesdiving.com](http://www.Neptunesdiving.com). Please note that costs shown within Neptune's Diving are subject to change and as such all final payments shall be displayed on Neptune's Diving website. The published prices on Neptune's Diving website are valid for 30 days only and Individuals are advised to regularly check the site for the most recent prices and up to date information. Once an Individual has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the agreed to price as at the time of booking.

4.2 The deposit of 40% of the agreed tuition shall be payable by the Individual to Neptune's Diving, immediately on receipt of the confirmation of booking. If the Individual wishes to cancel their placement, the Refund policy explained on Neptune's Website will go into effect. [www.neptunesdiving.com/faq.html](http://www.neptunesdiving.com/faq.html)

4.3 Final payment is to be paid by the Individual on arrival and prior to the first day of training unless agreed to by the Individual and Neptune's Diving. If, for any reason, the Individual does not make the payment by this date, then Neptune's Diving reserves the right to offer the Individual's placement to someone else, without any refund to the Individual.

4.4 Neptune's Diving reserves the right to withhold certifications, and or immediately remove any individual for non-payment of tuition, or any balance due of said tuition.

## 5. Warranties and Liabilities

5.1 Neptune's Diving warrants to the Individual that the Service will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.

5.2 Any information provided by Neptune's Diving, including but not limited to information about visas, vaccinations, healthcare, climate, baggage and special equipment, employment, is given in good faith but without responsibility on the part of Neptune's Diving.



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5.3 In particular Neptune's Diving shall have no responsibility for any activities undertaken by the Individual outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Individual's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill.

5.4 The Individual waives all rights to any image, photograph or recorded media obtained by Neptune's Diving during any of their scheduled training. Neptune's Diving reserves the right to use said recorded material, image or photograph on its website at its discretion.

5.5 Neptune's diving is under obligation to the individual not use any image, photograph or recorded media that is illegal, immoral or any anyway would present the individual in a negative manner. This however, does not apply in the event the image, photograph or recorded media is requested by competent authorities in the furtherance of any investigation or performance of their official duties.

## 6. Complaints

6.1 If the Individual wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of Neptune's Diving in Mexico, who shall use his/her best endeavours to resolve the complaint within a reasonable time.

6.2 Complaints must be brought to the attention of Neptune's Diving either verbally or in writing which is the preferred method. Complaints must address the issue at hand; Neptune's will make every effort to satisfactorily address the complaint.

6.3 Complaints that are frivolous in nature will not require Neptune's to take corrective action or in any way be responsible for correction.

6.3 No compensation shall be given to the Individual, unless there are extreme circumstances, which shall be determined at the sole discretion of Neptune's Diving. The Individual agrees that under no circumstances shall Neptune's Diving be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

6.4 Complaints brought to a third party without first having the complaint brought to the attention of Neptune's Diving and giving Neptune's Diving a reasonable length of time to address or remedy a legitimate complaint, shall be considered a gross violation of this contract.

## 7. Property and Intellectual Property

7.1 All equipment and resources provided by Neptune's Diving both prior to and throughout the duration of the Program (including teaching manuals) remain the property of Neptune's Diving and must be returned on completion of the Program unless otherwise specified by Neptune's Diving. And/or as part of the purchased equipment required for the completion of the Program.



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7.2 Individuals shall replace as new any property belonging to Neptune's Diving that is lost or damaged through careless or thoughtless behaviour.

7.3 Neptune's Diving is not responsible for any delay in receiving equipment books or materials when said material is held by Customs and or any other governmental agency. In the event the delay exceeds the length of time the Intern is in the program then Neptune's Diving shall reimburse the Intern any monies due within a reasonable time.

## **8. Data Protection**

8.1 It may be necessary for Neptune's Diving to pass data about the Individual to Mexican government officials. The Individual hereby agrees that Neptune's Diving may disclose his/her personal data, including any sensitive personal data, such as relevant medical history, to representatives of immigration, police or other governmental officials in Mexico.

## **9. Termination and Expulsion**

9.1 Neptune's Diving reserves the right to immediately and automatically terminate or expel any individual in breach of any term of this Agreement.

9.2 Without prejudice to the generality of clause 9.1 above the following will result in automatic expulsion:

9.2.1 Possession / taking / supplying illegal or illicit substances. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of Mexico;

9.2.2 Displaying cruel, thoughtless or rude behaviour or committing acts which could injure or harm any member of the Program, or any other person;

9.2.3 Disobeying Neptune's Diving staff, or Mexican official's instructions in relation to legal matters, health and/or safety, or in the performance of any of the staff members or Official's duties.

9.2.4 Committing an act or displaying behaviour which could jeopardise future Neptune's Diving Programs within Mexico or lead to the souring of relations between Neptune's Diving and the local community or Mexico and/or present or future Interns, including but not limited to defamation and/or slander.

9.2.5 Breaking any local, state or federal laws.

9.2.6 Wilful, Gross or Negligent violation of any Safety Diving standard or continuance of practices not deemed safe as described in the standards and operating procedures of Neptune's Diving or of any wilful, gross or negligent violation of any safety standard as outlined by PADI and or/any agency of the World Recreational Scuba Council (WRSTC).



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9.2.7 Repeated behaviour not conducive to a training environment, including but not limited to: failure to attend classes, training sessions, courses, tardiness, classroom or training session disruptions, failure to turn in assignments, insubordination, disrespect to staff, other students or the general public.

9.2.8 Failure to obtain the minimum scores (85%) in any of the exams required to graduate from the program. Students will be given ample opportunities to retake an exam; a Primary failure shall be cause for academic review. A Second failure of any exam shall be cause for termination at Neptune's Diving's discretion.

9.2.9 Failure to successfully complete the required Stamina, Scuba or Skin Diving Skills as described in the Standards and Policies.

9.2.10 Wilfully, damaging any property of Neptune's Diving, including damage to the residence, office or classrooms, its furniture, appliances, fixtures, and any item to be deemed property of Neptune's Diving.

9.3 Expulsion will be carried out at Neptune's Diving own discretion after careful review and is not subject to appeal.

9.4 In all such cases the Individual will not be entitled to any reimbursement from Neptune's Diving, neither will Neptune's Diving be responsible for any additional costs incurred by the Individual.

## **10. Currency of Agreement and Cancellation**

10.1 The Individual will be entitled to cancel this Agreement at any time up until 3 days before program start. In this event, the individual will be entitled to all monies paid as described in the refund policy on Neptune's Diving website. The intern is emphatically aware that once the internship has started; he/she shall not be entitled to any money back.

10.2 The Individual will be allowed to transfer his/her program dates at any time up until 3 days before program start. After 3 days, a transfer fee of US\$100 shall be payable. Any change of placement shall be at Neptune's Diving discretion.

10.3 Neptune's Diving reserves the right to cancel or curtail the Program if, in its absolute discretion, it believes that circumstances warrant it. This shall include cancellation where there is an event of force majeure which has occurred (see below). In this instance, the Individual shall be entitled to any monies paid less any other irrecoverable expenditure on the part of Neptune's Diving which has already been spent in relation to the preparation of the Program.

10.4 If Neptune's Diving cancels the Program, the Individual will be entitled to a refund, minus any reasonable funds spent on training, books, materials, housing.

10.4.1 In the case of cancellation by Neptune's Diving before departure, whether within or beyond Neptune's Diving control, the Individual shall be entitled to their deposit and any monies paid, less any other irrecoverable expenditure on the part of Neptune's Diving which has already been spent; and



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10.4.2 In the case of curtailment, the Individual shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

10.5 In all of the above cases where there is a cancellation, Neptune's Diving first recourse shall be to place the Individual on an alternative placement. Neptune's Diving shall use its reasonable endeavours to match an alternative placement to suit the Individual's requirements.

10.6 In all of the above cases, either party shall give written notice to the other of the cancellation, and any refund or alternative placement given to the Individual shall be considered to be in full and final settlement of all and any liability owed by Neptune's Diving to the Individual.

## 11. Force Majeure

11.1 Notwithstanding any other provision of this Agreement, Neptune's Diving shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

## 12. General

12.1 This Agreement constitutes the entire Agreement between the parties and shall apply to the dive internship program provided by Neptune's Diving and undertaken by the Individual.

12.2 Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party: in the case of Neptune's Diving, its registered office or principal place of business, in the Individual's case to the Individual's address as stated in this Agreement or being given to the Individual in person or by delivery to the Individual's last known place of residence.

12.3 No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.

12.4 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement.

**By initialing each page the individual agrees they have read and understand each page. By signing this document the individual agrees that he/she is entering into an enforceable agreement, and further agrees this contract affords certain rights and obligations to/from the individual which are clearly stipulated. The individual further agrees he/she understands the contract in it's entirety and has had ample opportunity to review said document.**

**We have attempted to make this agreement as simple and understandable as possible. If you have any doubts regarding any or all of the agreement please have it reviewed by competent legal professionals in your jurisdiction.**

\_\_\_\_\_  
Intern

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(for Neptune's Diving)