



## **Blue Magic Scuba Divemaster Internship Terms and Conditions**

**THIS AGREEMENT** made the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20 \_\_\_\_ (year)

**BETWEEN** (Name) \_\_\_\_\_ (“The Intern”)

Of \_\_\_\_\_ (Address) And **Blue Magic Scuba of Cozumel, Mexico**

This is an important document. We have intended to use simple English, however this is a legally binding contract and you should make sure you understand it completely. If there is anything the Intern does not understand, the Intern should seek independent advice from an attorney.

This is an agreement for participation in a Divemaster Internship Program in Cozumel Mexico.:

### **1. Interpretation**

1.1 In this Agreement: The “Program” means the internship program offered by Blue Magic Scuba (BMS) to the Intern.

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

### **2. The Service**

2.1 BMS shall provide the service described below to the Intern, subject to the terms of this Agreement.

2.2 The Service shall consist of:

2.2.1 Providing participation in and becoming part of the program as described on BMS’s website and as agreed between BMS and the Intern.

2.2.2 Providing suitable accommodation during the period of the Intern’s involvement with the Program. BMS shall arrange for transfers to and from the airport.

2.2.3 Providing of equipment, training and training materials relevant to the Program.

### **3. The Intern’s Obligations**

3.1 By participating in this BMS Program the Intern accepts that he / she will be subjected to various physical and emotional demands. Interns are aware of and accept that the standard of living, including food, hygiene and accommodation in Cozumel, Mexico may be below the general standards of their own country.

3.2 The Intern is responsible for his/her own travel arrangements, expenses and insurance during the

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Program.

- 3.3 The Intern warrants that all information and records provided to BMS relating to the Intern, the Intern's medical history and medical statement are accurate and truthful and provide BMS with a clear indication of the Intern's state of health.
- 3.4 The Intern is under a duty to inform BMS of any medication requirements, any allergies and any other physical or mental condition that could affect the Intern's performance on the Program. BMS shall not in any event be held liable for any consequence arising out of the Intern's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program. BMS reserves the right to reject applicants requiring specialist medical care.
- 3.5 The Intern agrees to take personal responsibility for insuring the Intern's own personal effects and BMS cannot be held liable for any loss or damage of personal effects.
- 3.6 The Intern 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 BMS 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 Interns must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Program.
- 3.8 The Intern shall comply with all relevant laws, regulations and customs of Cozumel, Mexico. In the event of a contravention of these laws, BMS shall have the right to require the Intern to leave the Program with no liability on the part of BMS.
- 3.9 The Intern will at all times respect and follow local laws and culture of Cozumel, Mexico and behave in a responsible and courteous manner. Each Intern has a duty of care to each other, to local people and to Mexican nationals participating in the Programs and to BMS. Interns shall follow the reasonable instructions of BMS during the Program.
- 3.10 As representatives for BMS within the local community and Cozumel, Mexico, the Intern must respect BMS aims and objectives and not wilfully or recklessly seek to damage relations between BMS, the Program and (or) the local community, Cozumel, Mexico. The Intern must not misrepresent BMS in any way which would seek to undermine or damage relations between BMS and the local community.
- 3.11 The Intern shall at all times respect and follow the health and safety procedures as set out by BMS and local authorities.

#### **4. Charges**

4.1 Subject to any special terms agreed, the Intern must pay BMS standard charge as published by Buceo de Magia Azul Cozumel SA de CV, #71 Calle 4 Norte, entre Melgar y 5<sup>ta</sup> Ave. Cozumel, Q Roo, Mexico 77600

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BMS. The published prices on BMS' website are valid for 30 days only and Interns are advised to regularly check the site for the most recent prices and up to date information. Once an Intern has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the published price as at the time of booking.

4.2 The deposit payment of US\$ 280 shall be payable by the Intern to BMS, immediately on receipt of the confirmation of booking this deposit payment is non-refundable.

4.3 Final payment is to be paid by the Intern no later than 6 weeks prior to program start. If, for any reason, the Intern does not make the payment by this date, then BMS reserves the right to offer the Intern's placement to someone else, without any refund to the Intern. The total payment is non-refundable once the internship begins.

## 5. **Warranties and Liabilities**

5.1 BMS warrants to the Intern that the Service will be provided using reasonable care and skill and, as far as are reasonably possible, in accordance with the description of the Service.

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

5.3 Except in respect of death or personal injury caused by BMS negligence, BMS responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of BMS charges as set out in Clause 4.1 for the provision of the Service.

5.4 In particular BMS shall have no responsibility for any activities undertaken by the Intern 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 Intern's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill.

## 6. **Complaints**

6.1 If the Intern wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of BMS in Cozumel, Mexico, who shall use their best effort to resolve the complaint within a reasonable time.

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

## 7. **Property and Intellectual Property**

7.1 All equipment and resources provided by BMS both prior to and throughout the duration of the



Program (including teaching manuals) remain the property of BMS and must be returned on completion of the Program unless otherwise specified by BMS.

7.2 Interns shall replace as new any property that is lost or damaged through their conduct.

## 8. **Data Protection**

8.1 It may be necessary for BMS to pass data about the Intern to Mexican government officials. The Intern hereby agrees that BMS 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 Cozumel, Mexico.

## 9. **Termination and Expulsion**

9.1 BMS reserves the right immediately and automatically expel any intern 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 Cozumel, Mexico;

9.2.2 Displaying cruel, thoughtless or rude conduct or committing acts which could injure or harm a member of the Program (including a staff member), or any other person;

9.2.3 Disobeying BMS, or a Mexican official instructions in relation to health and safety;

9.2.4 Committing an act or displaying conduct which could jeopardize future BMS Programs within Cozumel, Mexico or lead to the souring of relations between BMS and the local community or Cozumel, Mexico; and

9.2.5 Breaking local laws.

9.3 Expulsion will be carried out at BMS own discretion and is not subject to appeal.

9.4 In all such cases the Intern will not be entitled to any reimbursement from BMS, neither will BMS be responsible for any additional costs incurred by the Intern.

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

10.1 The Intern will be entitled to cancel this Agreement at any time up until 45 days before program start. In this event, the intern will be entitled to all monies paid less the deposit paid. If the Intern cancels the booking between 45 and 30 days before program start he/she will be entitled to 70% of all monies paid less the deposit. If the Intern cancels the booking with less than 30 days before program start he/she will be entitled to 40% of all monies paid less the deposit. Once the internship has started; he/she shall not be entitled to any money back.

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- 10.2 The Intern will be allowed to transfer his/her program dates at any time up until 8 weeks before program start. After 8 weeks, a transfer fee of US\$200 shall be payable. Any change of placement shall be at BMS discretion.
- 10.3 BMS reserves the right to cancel or curtail the Program if, in its sole 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 Intern shall be entitled to any monies paid less any other irrecoverable expenditure on the part of Divemaster Internships which has already been spent in relation to the preparation of the Program.
- 10.4 If BMS cancels the Program, the Intern will be entitled to a refund:
- 10.4.1 In the case of cancellation by BMS before departure, whether within or beyond BMS control, the Intern shall be entitled to their deposit and any monies paid, less any other irrecoverable expenditure on the part of BMS which has already been spent; and
- 10.4.2 In the case of curtailment, the Intern 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, BMS first recourse shall be to place the Intern on an alternative placement. BMS shall use its reasonable endeavours to match an alternative placement to suit the Intern'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 Intern shall be considered to be in full and final settlement of all and any liability owed by BMS to the Intern.

## **11. Force Majeure**

- 11.1 Notwithstanding any other provision of this Agreement, BMS 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 BMS and undertaken by the Intern.
- 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 BMS, its registered office or principal place of business, in the Intern's case to the Intern's address as stated in this Agreement or being given to the Intern in person or by delivery to the Intern'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.

This Agreement entered into on \_\_\_\_\_ 2014

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_ (The Intern)

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
For Blue Magic Scuba Divemaster Internship Program

Estimated program start date: \_\_\_\_\_