

PROTEC INSTRUCTOR LICENSE CONTRACT

§ 1 Subject of the contract

The subject of the contract is to register and license the contractual partner as ProTec Instructor (Instructor or Instructor Trainer according to certification and qualification) authorizing the contractual partner to hold "Professional Technical Diving" courses, to train and to examine diving students.

§ 2 Performance of the Instructor

Hereby the contractual partner formally declares that he/she follows the standards of due diligence and prepares himself/herself accordingly for holding ProTec courses obeying our high quality standards. ProTec student's standard of knowledge and qualifications subject to course regulations need to be tested before issuing the membership card/certificate. The original and up-to-date ProTec documents must be used and provided to every student. The ProTec Instructor has to represent ProTec and ProTec- programs to his/her best knowledge. The ProTec Instructor is obligate to be informed about up-to-date standards of instruction and ProTec in general. The ProTec Instructor is obligate to stay in contact with the ProTec-headquarters and to provide the ProTec-headquarters with his/her effective address, incl. email.

§ 3 Personal responsibility of the Instructor

The contractual partner must declare to hold diving courses as ProTec Instructor according to specified ProTec standards, made for general international use. If ProTec standards should violate local legal or official regulations, those local standards violated replace the corresponding ProTec standards which then have to be modified according to local legal or official regulations and changes must be reported to ProTec HQ.

For the sake of the instructed divers, in individual cases, especially in dangerous situations, the final decision making while preventing danger and considering local and other official standards and regulations lies with the Instructor himself/herself. In case of extreme diving, the Instructor is obliged to intervene should a dangerous situation occur, even if he only monitors experienced divers.

Initial

§ 4 Safety

Every ProTec Instructor must be personal liability insured according to his area of activity. The diving students should be informed in detail about the prevailing solo diving situations in the practical exercises by all extreme diving courses (extended range, Trimix, Wreck2, Cave2, or higher levels). Due to the extreme situation the Instructor works, at deep dives, just as an observer and companion for advanced divers and not as diver trainer or rescue diver.

Diving, especially technical diving, is considered an extreme sport at own risk. ProTec accepts no responsibility for accidents occurring from it. In order to exercise diving, a locally valid medical valuation of capability is required.

§ 5 Rights

The contractual partner accepts that only the registered owner is entitled to the rights of the logo and name (ProTec Professional Technical Diving, EU-Register #000711846). The contractual partner accepts that with the acceptance of the granted user's rights in this contract, no further rights of the logo to be raised. The contractual partner is allowed to use the prominent, above-mentioned Logo just within the bounds of this contract. This authorization expires automatically with the termination of this contract indifferent to the completion's reasons.

§ 6 Certifications

All certifications are to be treated each time through the responsible ProTec Office / Headquarters. The contractual partner is obliged to meet the ProTec standards and business conditions. He must stay informed about changes and keep constant contact to ProTec Demand and use of original ProTec material, if accessible through ProTec, is an obligation. ProTec certifications show that the degree holder has met the ProTec standards for diving and has acquired proper skills. Due to different regional or national laws or association rules, ProTec could not guarantee that ProTec certifications are accepted worldwide without reservation.

§ 7 Contract duration and cancellation

This contract applies until the end of the year and is automatically extended for another year if not cancelled until the 31.10. of the year. Cancellation is only valid in written form and under specification of a valid reason and with return of any ProTec Instructor/Trainer cards. Emails can only be regarded as valid with a read receipt from ProTec. In case the Instructor acts against the rules, ProTec reserves the right of exclusion after 2 reminders. The annual fee/license fee is to be paid in advance without request according to the up-to-date terms and conditions and pricelist. Regardless a cancellation of membership any open account will remain effective and if ProTec have to enforce a claim by legal action, the debtor will be charged for the expenses.

Initial

§ 8 Additional clauses

Verbal additional agreements are invalid. Changes of the contract need to be in written form. If a clause of this contract should be invalid, the contract itself stays valid for the rest.

I confirm with my signature to have received ProTec standards and terms and conditions of business in written form.

I confirm with my signature compliance of the above mentioned conditions for the ProTec Instructor.

Name and Surname of the contractual partner:	Birth Date:
Address:	
Date & Signature:	

Please fill in, scan with high quality and email to HQ.