

## **General Conditions/Terms**

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### **Article 1 – Definitions**

In these Conditions/Terms the following definitions are applicable:

**Consideration time:** the term during which the consumer can execute the right of withdrawal.

**Consumer:** the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur.

**Day:** calendar day

**A length transaction:** a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.

**Durable Medium:** any instrument which enables the recipient or the entrepreneur to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.

**Right of Withdrawal:** the possibility for the consumer to terminate the distance agreement within the consideration term.

**Entrepreneur:** the natural person or corporation who offers distance products to consumers.

**Distance Agreement:** an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.

**Technique of distant Communication:** a means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and at the same time.

## **Article 2- Corporate Identity/Entrepreneur**

Bom Dia Actividades Maritimas Lda (statutaire naam, eventueel aangevuld met handelsnaam);

Marina de Lagos, Loja 10, 8600-315 Lagos, Portugal;

Phonenumber: +351 282 764 670 / +351 282 087 587

E-mail: info@bomdia-boattrips.com

Chamber of commerce number: 987/19920722 (CAE50102-R3)

VAT identification number: PT502193840

If the activity of the entrepreneur is submitted to a relevant licensing system: the data of the supervisory authority.

If the entrepreneur pursues a regulated profession:

The professional association of which the entrepreneur is a member:

The profession, the location in the EU or in the European Economic space where this profession has been assigned:

A reference to the professional rules which apply in the Netherlands and instructions where and how accessible these professional rules are.

## **Article 3- Relevance**

These general conditions/terms apply to any offer of the entrepreneur and to every finalized distance agreement between entrepreneur and consumer.

Before the distance agreement is concluded, the text of the general conditions/terms is being made available to the consumer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the general conditions/terms can be seen at the entrepreneur and on request of the consumer these general conditions/terms shall be sent to the consumer as soon as possible without extra costs.

If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the general conditions/terms can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the consumer can find the general conditions/terms electronically and that these conditions/terms at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.

For the case that besides these general conditions/terms, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting conditions/terms the consumer can appeal on the relevant conditions/terms which are the most favorable for the consumer.

#### **Article 4- Offer**

If an offer has a limited validity or has other specifications, this will be emphatically mentioned.

The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper consumer's assessment of the products/services. The images used by the entrepreneur are true representations of the products and services. Obvious mistakes and errors do not bind the entrepreneur.

Each offer contains such information that it is clear for the consumer which rights and obligations are related to the offer when it is accepted by the consumer. This concerns in particular:

price inclusive taxes

possible costs of delivery

the manner in which the agreement has been concluded and the necessary signatures

whether to apply the right of withdrawal

the method of payment, delivery and performance of the contract

the deadline for accepting the offer or the period within which the entrepreneur guarantees the price

the level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication

if the agreement after the conclusion is archived and if so how to consult it for the consumer

the manner in which the consumer, before concluding the agreement, can check and if necessary also restore the information provided by hem under the agreement

any other languages, including Dutch, for the agreement

the codes of conduct to which the entrepreneur is subject and the manner in which the consumer can consult electronically the codes of conduct; and

the minimum duration of the distance agreement in the event of a length transaction.

#### **Article 5- The Agreement**

The agreement is finalized, subject to the provisions in paragraph 4, at the moment the consumer accepts the offer and meets the conditions.

If the consumer has accepted electronically the offer, the entrepreneur immediately confirms electronically that he has received the acceptance of the offer. As long as the entrepreneur has not confirmed the acceptance, the consumer can terminate the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic data transfer and that he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe the necessary security measures.

The entrepreneur can notify or check, within the legal framework, if the consumer can meet the payment obligations, and also check all important facts and factors which are needed to finalize a sound distance agreement. If the entrepreneur based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/request or he can connect special conditions to the execution of the offer.

The entrepreneur shall send the following information with the products or services, written or in such a manner that the consumer can store in an accessible way the data on a durable medium:

- a. The address of the company for the consumer to file complaints
- b. The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal.
- c. Information about after sales guarantees and services
- d. Article 4 paragraph 3 unless the entrepreneur has already sent this information before the execution of the agreement.
- e. The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration.

In case of a length transaction the previous clause e. is only applicable for the first delivery.

## **Article 6- Right of Withdrawal**

Deliverance of products:

After purchasing products the consumer has the possibility to disband the agreement without giving reasons during 14 days. The cooling off period starts on the day after the consumer receives the product or a pre-designated representative by the consumer made known to the entrepreneur.

During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of the entrepreneur.

Deliverance of Services:

After the deliverance of services the consumer has the possibility to disband the agreement without giving reasons during at least 14 days, commencing on the day of the entering into the agreement.

In order to execute the right of withdrawal, the consumer must abide by the reasonable and clear instructions provided by the entrepreneur at the offer or finally at the deliverance of the service.

#### **Article 7- Withdrawal Costs**

If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.

If the consumer has made a payment, the entrepreneur shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment.

#### **Article 8- Exclusion Right of Withdrawal**

The entrepreneur can exclude the right of withdrawal of the consumer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for the following products:

- a. Which are established by the entrepreneur according to specifications of the consumer
- b. That they are clearly personal in nature
- c. Which cannot be returned because of their nature
- d. That can spoil or age quickly
- e. Whose price is bound to fluctuation on the financial market which the entrepreneur has no influence
- f. Individual newspapers and magazines
- g. For audio and video recordings and computer software of which the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for the following services:

- a. Concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period.
- b. Whose delivery has begun with the express consent of the consumer before the consideration period has expired.
- c. Concerning betting and lotteries

#### **Article 9- Pricing**

During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.

Notwithstanding the previous paragraph the entrepreneur can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where the entrepreneur has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted only if they are the result of legal regulations or provisions.

Price increases from 3 months after the conclusion of the agreement only if the entrepreneur has stipulated this and:

- a. These are the result of legal regulations or provisions; or
- b. The consumer has the competence to terminate the agreement from the day the price increase takes effect.

The in the offer mentioned prices include VAT.

### **Article 10- Conformity and Guarantees**

The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the consumer under the agreement can put forward against the entrepreneur.

### **Article 11- Delivery and Execution**

The entrepreneur shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.

The address that has been made known by the consumer to the entrepreneur is considered to be the delivery place.

Taking into account what is stated in article 4 of the general conditions/terms , the entrepreneur shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.

In the event of termination in accordance with the previous paragraph the entrepreneur shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.

If the delivery of an ordered product appears to be impossible, the entrepreneur shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of the entrepreneur.

The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the consumer or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly agreed. If you receive a damaged product, you should report this by email within three days. You can send this email to: [info@bomdia-boattrips.com](mailto:info@bomdia-boattrips.com).

## **Article 12- Length transactions: duration, termination and extension**

### Terminate

The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products (electricity included) and services respecting the applicable termination rules of a notice of not more than one month.

The consumer can terminate at any time an agreement entered for a definite period and which extends to regular delivery of products (electricity included) or service at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.

The consumer can in the agreements in the previous mentioned paragraph:

at all times terminate with no restrictions to terminate at a certain time or during a certain period

at least terminate in the same manner as they are entered into by him

at all times terminate with the same notice as the entrepreneur has obtained for himself.

### Extension

An agreement which has been entered for a definite time and which extends to a regular delivery of products (including electricity) or services may not automatically be extended or renewed for a fixed duration.

Notwithstanding the previous paragraph an agreement which has been entered for a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines may be extended automatically for a specified duration of three months. If the consumer can terminate this extended agreement at the end of the extension period with a notice of one month.

An agreement which has been entered for a definite time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer at any time terminate with a notice period of no more than one month and a notice period of no more than three months if the in case the agreement extends to a regular delivery, but less than one time per month, of daily newspapers, weeklies and magazines.

An agreement which has been entered for a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines (trial and introductory subscription) will not be automatically be extended and terminates automatically at the end of the trial or introductory period.

### Duration

If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

## **Article-13 Payments**

Unless otherwise agreed, the amounts due have to be met by the consumer within 7 days after entering the cooling off period referred to article 6, paragraph 1. In case of an agreement to provide a service the cooling off period starts after the consumer has received the confirmation of the agreement.

When selling products to consumers, a prepayment of more than 50% must never be stipulated in the general terms and conditions. When a prepayment has been stipulated the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated payment has been made.

The consumer has the duty to notify the entrepreneur about inaccuracies in the payment details.

In case of default by the consumer the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance.

#### **Article 14- Complaints**

The entrepreneur features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to the entrepreneur after the consumer has observed the defects.

The complaints submitted to the entrepreneur will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.

If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

#### **Article 15- Disputes**

Dutch law exclusively applies to agreements between entrepreneur and consumer whereupon these general conditions/terms are related to.

In case of disputes the consumer can approach Stichting WebwinkelKeur (WebwinkelKeur Foundation) and this foundation will mediate for free. If both parties cannot come up to a solution then the consumer has the possibility to let his complaint be handled by Stichting GeschilOnline. (GeschilOnline.nl Foundation) The ruling of this foundation is binding and both the consumer and the entrepreneur accept this binding ruling.

#### **Article 16- Additional and Different Provisions**

Additional or different provisions compared to the General conditions/terms may not be to the prejudice of the consumer and should be recorded in writing in such a manner that the consumer can save these in an accessible way on a durable medium.

#### **Article 17- Cancellations**

No refund for cancellations less than 24 hours before departure.

Nao reembolsavel para cancelamentos 24 horas antes da partida