



GENERAL TERMS AND CONDITIONS

This general terms and conditions with the general conditions of use and, when applicable, the particular conditions will regulate the relations between Bibiana Álvarez Seoane (Alvamar) and the users contracting the service delivery or offered products through this website (henceforth "CUSTOMERS" or "USERS").

This general conditions have been elaborated in accordance with the Law 34/2002 on Spanish Information Society and Electronic Commerce Services, the Law 7/1998 on Spanish General Terms and Conditions, the Royal Decree 1906/1999 that regulates the Spanish Telephone and Electronic contracting with general conditions in process in the section 5.3 of the Law 7/1998, the Royal Legislative Decree 1/2007, 16th November, that approves the Codified Text of the Spanish General Law for the Protection of consumers and users and other complementary laws, the Law 7/1996 on Spanish Retail Commerce, the Royal Decree-Law 14/1999 that regulates the Spanish Electronic Signature and the legal provisions resulting of the application.

1. GENERAL CHARACTERISTICS OF THE SERVICE

1.1 Alvamar is a company of boat rental and other nautical services.

1.2. This website has the purpose of inform the USER about the services commercialized by Alvamar. All the procedures and the final hiring will be executed by us via email, telephone or personally in the Alvamar office.

1.3. The availability of our services must be confirmed and verified by the USER contacting Alvamar via telephone or the email that figures in the website.

2. PRICE

The prices and taxes of each service will be established in the website and will be valid during the term they are accessible to the USER. In the event of budget requests that don't appear in the website, the price will be send by email.

3. PAYMENT METHOD

The USER can pay by bank transfer in the website, with credit card or cash. It is necessary the deposit of the 20% of the total amount for the reservation of a boat, when the payment is done the boat will be reserved.

4. DEPOSIT

4.1. When the documentation is signed and the boat is delivered, the COSTUMER must pay a deposit that guarantee any failure, break, damage, as well as the conditions of operation, maintenance and cleanliness of the boat, and



a possible delay in the delivery. This deposit will be returned after the checkout and the checking of the track of the boat plotter. In the event of detection in the track of any dangerous route, such as passing over rocks, sands, sings or other dangerous that is reflected in the plotter, the deposit will be retained until the boat is supervised by a diver or raised. This checking could be done some time after the rental. The company reserves the right to return the deposit when is convenient and the boat is checked. The cleanliness is included in the rental price provided that the boat is not delivered in bad cleanliness conditions. If this happens, 60 Euros will be discounted from the final deposit.

4.2. The deposit can be paid by credit card or cash in the port of departure.

4.3. The deposit will be returned after the boat revision, if it is in correct conditions.

5. DELIVERY

5.1. The COSTUMER has the right of checking the boat with a representative of the company, in order to confirm the boat and its equipment are in good operational conditions. The delivery of the boat and the start of the journey mean the acceptance of the good operational conditions.

5.2. The boat will be delivered with water tanks, fuel, batteries and oil sump full and antifreeze fluid in the right level. An inventory of the equipment of the boat will be signed (check-in).

5.3. The boat will be delivered to the CUSTOMER lessee in the port indicated and in the particular conditions provided.

5.4. The delay in the delivery due to reasons attributable to the CUSTOMER will not suppose an extension of the delivery term.

5.5. If the meteorological conditions force the delay of the departure, any reduction in the price and any extension in the duration of the agreement will be produced.

6. SIMILAR BOAT CATEGORY OR REFUND

The boat will be hired according to the category. The company can make available to the CUSTOMER a boat with a similar category if due to a disaster or a failure the boat hired is not in good sailing conditions or if a boat is not available the company can make a refund.

7. RETURN

7.1. The delay in the return will imply paying the double of the price for each day of delay, as well as the possible sanctions Alvamar must pay due to the delay in the following delivery of the boat. Meteorological conditions couldn't be claimed in the delay. Due to the delay, it will be paid half a day.



7.2. At the moment of the return, the boat will be checked, in order to verify the equipment, the inexistence of failures or breaks, that water and fuel tanks are full (petrol station ticket must be presented), as well as confirm the good operational conditions, maintenance and cleanliness. Additional expenses will be discounted from the deposit in order to return the boat to the conditions of the delivery.

8. RIGHT OF WITHDRAWAL

8.1. The expenses for cancel the service are:

- a) Cancel 30 days before the departure: sanction 20%
- b) Cancel between 30 and 15 days before the departure: 50%
- c) Cancel between 15 and 1 day before the departure: 100%

8.2. Cancellations must be processed via email info@alvamarnautica.com or telephone 653516969/645567302.

9. RIGHT TO TERMINATE

9.1. Failure to comply with the payment deadlines implies to terminate the agreement. Alvamar must communicate this resolution in writing to the CUSTOMER and holds the amounts paid.

9.2. Imprudence in the use of the boat, infringement of the terms of use of this general conditions and infringement of any regulation in force will be a reason to terminate the agreement.

10. TERMS OF USE

10.1. The CUSTOMER will use the boat according to current legislation. The CUSTOMER is the unique responsible of possible infringements in the use of the boat.

10.2. The CUSTOMER must present the documents and necessary titles the company requires in order to provide the service. If the company considers the CUSTOMER has no sufficient competence to practice as captain, the boat must start the charter with a captain hired by the company, charged to the CUSTOMER, according to the current prices.

QUALIFICATIONS

In this document, Alvamar informs the customer must enforce the Spanish Law and normative provisions related to the use of international water as well as certifications, licenses and/or qualifications, personal and material required in order to captaining a boat.

In the same way the customer declares that knows and respects the current legislation of the country and commits to enforce the provisions. In this sense, the



customer declares that he or a person of his crew have all the qualifications, certifications, licenses or personal documentation required in order to captaining a rent boat, releasing Alvamar of any responsibility derived from this concept.

The customer releases Alvamar of any responsibility derived from a personal failure - from the customer or his crew- to comply with the current legislation of the country that could result in the legal impossibility of captaining the rent boat. Especially, the customer releases Alvamar of any expense or inconvenient this fact could cause.

10.3. The sailing zone allowed will be specified in the particular conditions, provided that the qualification allows it. Sailing in other zone is not allowed without ALVAMAR authorizes it in writing. The control of the boat can't be transferred to a different person from the person designated in this agreement.

10.4. The CUSTOMER must use the boat for a particular leisure use, with the persons designed in the particular conditions. It is not allowed using the boat for commercial activities or competitions. The boat can't be subcontracted.

10.5. It is forbidden boarding a number of persons greater than the number authorized in the boat.

10.6. Meals, refuel, water, berth out of the base port and other extra services not hired in the moment of the agreement such as captain, chef, hostess, automatic pilot or Spinnaker are not included.

The customer must research the berth, anchoring, port taxes, local taxes and National Park tickets. Alvamar has no responsibility of the incidents that can happen in this sense.

10.7. The CUSTOMER must inform Alvamar of any accident or damage or loss the boat had suffered or can suffer.

10.8. The lesser is released of any responsibility regarding damages the lessee can cause to third parties while using the rent boat.

10.9. The route for the journey is defined by the CUSTOMER and the captain or chief of Alvamar. The route can be modified due to meteorological conditions. In this case, due to these causes, prior notice or consent from the COSTUMER is not necessary and the CUSTOMER can't complain about the change in the route.

10.10. When the payment is done, the CUSTOMER unreservedly accepts the Term of Use and understands that failure to comply with them can result in the obligation of pay an indemnity for liquidated damages, as well as the termination of the agreement by Alvamar without the right to refund.



11. COMPLAINTS

11.1. Complaints must be done during the charter or when the boat is delivered, in writing, in a document available in our office. Complaint documents must be signed by the CUSTOMER and SOME representative from Alvamar.

12. JURISDICTION AND APPLICABLE LAWS

In order to resolve any litigation about the interpretation or its jurisdiction, this litigation undergo the jurisdiction and competence to Marina authorities and, when applicable, the Courts or Tribunals of Vilagarcía de Arousa.