

Terms & Conditions

TERMS AND CONDITIONS OF USE AND BOATSANDJOY.COM BOOKING

Boatsandjoy.com is a website destined to rent boats online to all people above 18 years old (hereinafter Client). The site www.boatsandjoy.com, property of Boats & Joy Mallorca S.L (hereinafter "The Company" with Bussines identification number/ CIF: B16654527, legalized by Agencia Tributaria de les Illes Balears (ATIB). Address: Calle Omelades 2A 2º1ª 07012 Palma, Islas Baleares, España.

When hiring any service through our website or through our affiliates, The client accepts without any reserve, the use hiring and policy conditions.

1. Service provided & Contract

BOATS & JOY Mallorca S.L through boatsandjoy.com provides a service which The client can make a booking of a lease, generating subsequently a rental boat contract.

The rental contract will last for the duration indicated in the rental reservation form.

The Client and The Company accepts the responsibility of formalizing agreements and contracts by any means admitted in law, including contracting through the web or email, collaborating companies, telephone recording, digitized signature or electronic signature, as well as that they can be stored, organized or reproduced by any available means.

The service and contracting conditions come into effect at the moment The Client generates the payment, after filling in the reservation form.

2. The Company

It undertakes to:

- All boats listed on boatsandjoy.com comply with mandatory CR insurance in order.
- Manage the Client's payment for the rental reservation service and contracted extras, as well as blocking of the reservation of the corresponding boat, until the date of the service
- In case the booked boat by The Client is finally unavailable or his reservation request has been rejected, The Company will offer The client alternative boats or a full refund of the amount blocked or paid, if any.

It is not responsible for:

- Delays caused by other clients.
- Meteorological conditions.

The right is reserved to:

- Remove or temporaly block from the Site any user who:
- Misuse the platform by providing false or misleading information and/or documentation.
- Has made a negligent use os a boat.

A full acces of the content of the site, by the web administrator, including users and internal messaging.

You will be authorized, in accordance with the LOPD, to access, modify, rectify and delete any information that violates what is agreed in these terms and conditions.

3. The Client

The Client will be any person above 18 years old, with powers to contract, which accepts and is obliged to comply with the contracting conditions here when generating a reservation form.

The client agrees to:

- Give correct, truthful, correct and updated information on the data requested at all times.
- Provide the data The Company requests in order to manage your reservation and collection of the service.
- To Make payments of the amounts corresponding to contracted services at the time of booking and/or contracting.
- Pay a deposit for the boat on the reservation's day for possible responsibilities of misuse, cause of damage to it or delays in the boat's delivery.
- In case of having to be towed by a third party to the point of boat's return, you must pay 300€ extra as compensation.
 - Pay for extras that were not expressly included in the reservation, such as: fuel or other extra services.
 - Any incidence, should be informed, to our knowledge to info@boatsandjoy.com

4. Reservation Process. Methods of payment. Deposits.

Reservation Process

On the home page of www.boatsandjoy.com, the reservation process is the following:

- Select one day of the calendar..(Green: full availability, Orange: Partly available, Red: not available) and check availability.
- Choose desired boat.
- Choose desired schedule.

Once selected "Reserve" it accedes to the Data form, if it is not fulfilled properly (*mandatory), the access to the payment platform is locked.

Payment Methods:

- Credit or debit card: Visa, visa Electrón, Master card and american express

Deposits:

The deposit of the boat's rental is 300€, The Company will check the boat before departure with the Client, and will be responsible for its retention, on the day of the reservation or in the manner agreed between parties.

Once the service is completed, The Company will check the condition of the boat with the Client. If no damage has been caused to the boat or any object found in the boat at the time of its departure, the total amount will be refunded.

5. Cancelations policy

By the client

- 15 days before reservation date: No penalty.
- Between 15 to 7 days before reservation date: Penalty 20% of the price
- -Between 7 and 2 days before reservation date: Penalty 35% of the price
- 2 or less days before reservation date: Penalty full amount of the price
- The Company will refund The client the percentage of the reservation according to the period within which it was made
- All cancelations must be processed through info@boatsandjoy.com

Force Majeur

By Force Majeur is understood:

- Extreme Meteorological conditions that impedes maritime activity.
- Changes in legislation or rules that impedes the boat rental or its use or its navigation.
- Natural disasters, fires, storms, floods, wars and terrorism acts, diseases, failures in navigation system or devices and, in overall, any unforeseeable event that occurs for reasons not attributable to the Company or users and is expressly declared by the applicable regulations.

If Force Majeur conditions existing, The client will be offered, if there is availability, a change of boat or date. If there is an upward price difference with the original reservation requested, The Client if agrees, will be responsible for the payment of this new amount. In case of disagreement, The company will refund the difference to the Client.

6. Changes in policies.

The Company reserves the right to make any modification to these terms and conditions at the time it considers, the changes introduced as of the publication on the Site of updated version come into force,

The reservation conditions that were previously accepted. Likewise, it reserves the right to modify, unilaterally, at any time and without prior notice, the presentation and configuration of the web.

Customers and suppliers may consult General contracting conditions whenever they wish on the platform. Changes to the website or these conditions of use will be considered accepted by the user with the continued use of site.

7. Claims and jurisdiction

If any of the terms of conditions of use and contracting service were declared void in application of current legislation, or by virtue of a judicial decision of a court or body with sufficient jurisdiction, the remaining terms of the same will remain in force.

Claims will be made in writing and with a reliable reception method.

These conditions are subject to spanish law. To resolve any dispute over the interpretation of their own jurisdiction, they expressly submit the jurisdiction and competence of the marine authorities, and where appropriate, to the courts of Palma de Mallorca (Spain)

BOATS & JOY