

**TITLE I “BASIC CONCEPTS AND ACCEPTANCE OF THE GENERAL
CONDITIONS FOR THE USE OF THE MOORING PASS CALLED “SAILING
COSTA BRAVA- 7 DAY MOORING PASS FROM JUNE 1ST. TO SEPTEMBER
30TH. 2015”**

ONE.- The CATALAN ASSOCIATION OF TOURIST MARINAS (hereinafter referred to as ACPET), duly registered in file number 837900138 of the Collective Negotiation Service at the Department of Employment of the Generalitat de Catalunya, and owner of the website www.acpet.es (hereinafter referred to as the WEBSITE) makes the product called “**SAILING COSTA BRAVA - MOORING PASS**” (hereinafter referred to as PASS) available to Internet users. It can be purchased online exclusively, on the website, which enables users to contract the right to moor the vessel they indicate with the specified skipper for a period of 7 (seven) alternate days, in ports participating in the programme.

TWO.- GENERAL TERMS AND CONDITIONS OF USE AND ACCEPTANCE OF THE TERMS AND CONDITIONS

These General Terms and Conditions of Use, along with the general contractual conditions and/or specific conditions that may be established, aim to regulate the delivery, printing, payment and use of the PASS that users purchase on the WEBSITE.

Purchase of the PASS on the website implies acceptance as a User of all the terms and conditions of the present General Terms and Conditions, without any reservation.

**TITLE II: “GENERAL TERMS AND CONDITIONS OF USE OF THE “SAILING
COSTA BRAVA- MOORING PASS”**

THREE.- Purchase of the PASS by the user involves the user knowing and accepting the present terms and conditions of use:

3.1. The Pass gives users the right to moor the vessel indicated for a period of 7 days. The calculation of each day will be from 12pm (midday) to 12pm (midday) the following day. The mooring will be designated by the Management of the Port participating in the offer, with which it will be necessary to sign the relevant mooring stay contract, presenting proof of ownership documentation for the vessel and relevant insurance, and showing the valid Pass.

3.2. Different mooring services provided (water, light, electricity, fuel, etc.), are not included in the offer, and will be invoiced and paid for separately. Reservation method

in each participating port: Purchase of the pass gives users the right to contract the mooring directly with the desired port for a maximum period of 2 days. The holder of the PASS **should request mooring, directly from the chosen port, by email or telephone, between 72 and 24 hours before entering the Port, and the request can be refused if there is no availability.**

3.3. THE SAILING COSTA BRAVA- 7 DAY MOORING PASS FROM JUNE 1ST. TO SEPTEMBER 30TH. 2015., can be used from 1 June 2015 to 30 September 2015, inclusive, without the possibility of extension.

3.4. The minimum stay for the vessel at each of the ports⁽¹⁾ participating in the offer is **2 days per pass per port, whether they are contracted on consecutive or alternate days.**

3.5. The pass is personal and non-transferable, both for the vessel and the customers indicated at the time of purchase.

3.6. ACPET places **100 passes** on sale. **Once sold out, this offer will end.**

3.7. Type of vessel to which this offer applies: Single hull vessels of between 8 and 15m in length, are eligible to use the pass. The measurements of the vessel that will be taken into account are the measurements at maximum occupancy, which will be calculated by the greatest distance between the perpendicular points at the furthest edges of the vessel, even if they are detachable elements. **Catamarans are expressly excluded from this offer.**

3.8. Conditions of return: **No returns or cancellations are permitted. The non-use or partial use of the pass creates no right to a refund of the price.** No change made will be valid, nor will incompliance with the non-transferability of the pass outlined in point 3.5 entitle the user to a refund of any amount.

Stays at participating ports are subject to availability in the port. **If there is no availability in a port at the time of making the request, it will be necessary to request availability at a neighbouring port. Lack of availability will not be a reason for the total or partial return of the cost of the pass.**

3.9. Exclusive method for purchasing the pass **"THE SAILING COSTA BRAVA- 7 DAY MOORING PASS FROM JUNE 1ST. TO SEPTEMBER 30TH. 2015.":** via the ACPET website – www.acpet.es.

3.10. Information required for the contract: **Name, Address, Telephone number, Email, National Identification Number/ Passport number of holder, Name of vessel, Length, Breadth and Depth.**

3.11. The participating Ports⁽¹⁾ for mooring with the pass, subject to availability are:

Port de Portbou	Tel.: +34 972 39 07 12	portdeportbou@telefonica.net	www.portdeportbou.cat
Club Nàutic Llançà	Tel.: +34 972 38 07 10	club@cnllanca.cat	www.cnllanca.cat
C. Nàutic Port de la Selva	Tel.: +34 972 38 70 00	nautic@cnps.cat	www.cnps.cat
Port de Roses	Tel.: +34 972 15 44 12	info@portroses.com	www.portroses.com
Marina Empuriabrava	Tel.: +34 972 45 12 39	empuriaport@empuriaport.com	www.empuriaport.com
Club Nàutic l'Escala	Tel.: +34 942 77 00 16	club@nauticescala.com	www.nauticescala.com
Club Nàutic Estartit	Tel.: +34 972 75 14 02	info@cnestartit.es	www.cnestartit.es
Marina Palamós	Tel.: +34 972 60 10 00	info@marinapalamos.com	www.marinapalamos.com
Palamós C.N.Costa Brava	Tel.: +34 972 31 43 24	cncb@cncostabrava.com	www.cncostabrava.com
Club Nàutic Port d'Aro	Tel.: +34 972 81 89 29	info@clubnauticportdaro.cat	www.clubnauticportdaro.cat
Club de Vela Blanes	Tel.: +34 972 33 05 52	club@cvblanes.cat	www.cvblanes.cat

3.12. The rates for **THE SAILING COSTA BRAVA- 7 DAY MOORING PASS FROM JUNE 1ST. TO SEPTEMBER 30TH. 2015.** stays at the ports on the list of participating Ports, according to ranges of length of vessel in metres, and including VAT, are for single hull vessels of the following lengths:

From 7 to 8 m.	261 €	From 8 to 9 m.	289 €	From 9 to 10 m	311 €
From 10 to 11 m.	352 €	From 11 to 12 m.	383 €	From 12 to 13 m.	440 €
From 13 to 14 m.	477 €	From 14 to 15 m.	515 €		

For vessels registered abroad, the TO rate will be settled if accrued.

FOUR.-DATA PROTECTION POLICY

For the purposes of the provisions of Organic Law 15/1999, of 13 December, on Data Protection, ACPET informs the purchaser of the existence of a file containing personal data created with data obtained through purchase of the pass, for management and administration purposes regarding the PRODUCT OFFERED.

The purchaser expressly accepts the inclusion of the data obtained through purchase of the PASS, as well as those derived from the commercial relationship or delivery of the pass to the purchaser, in the automated personal data file referred to in the first section, and accepts the transfer of the data to participating ports for the purpose of managing the service. During the process of collecting the data, the purchaser will be informed whether or not the data is compulsory for delivery of the Product, and it will not be considered voluntary when its inclusion is necessary to formalise the order, provide identity details, the address and credit card number to make the payment, as these details are necessary to formalise and complete the sale.

Regarding the data collected in the way described in the previous paragraph, the purchaser can exercise the rights recognised in Organic Law 15/1999, and in particular

the right to access, rectify, cancel or oppose data, where relevant, and to revoke consent for the transfer of their data or for any other aforementioned use, by means of a written request sent to the CATALAN ASSOCIATION OF TOURIST MARINAS, c/ Balmes 156, entresol 2ª, 08008 Barcelona.

FIVE.- THE LIABILITY OF ACPET

ACPET is not responsible for the accuracy of the details included in the request form.

The Purchaser guarantees the accuracy of the details declared regarding the ownership, registration number and measurement of the vessel. Any error in the details provided entitles the participating ports to refuse the vessel's entry into the port, and not allow the mooring to be contracted based on this PASS. Any error in the details entitles the port contracted to liquidate the price of the Pass.

ACPET is only liable for damages that may be incurred by the purchaser from purchasing the pass online, as long as the damage is attributable to wilful misconduct by ACPET.

SIX.- OBLIGATIONS OF THE USER

In general, the User agrees to comply with these Terms and Conditions, fulfil the special regulations, the operating regulations and those of the Port police at the participating Port in which they stay, and obey the orders of the port authorities, with the appropriate diligence for the nature of the service they are enjoying.

Specifically, and without limitation of any kind to the obligation assumed by the purchaser in general, in accordance with the previous section, the user is obliged, both in the purchase of the Pass and in the use of the services offered, to use their real identity and not take on the identity of others when using the website or Pass, including the use, if relevant, of passwords belonging to third parties, access codes or any other form.

The purchaser will sign the mooring contract in transit in each of the ports in which the vessel is moored and deliver a copy of the role, sailing permit or equivalent qualification for the vessel and the valid insurance policy.

TITLE III: TERMS AND CONDITIONS FOR ELECTRONIC COMMERCE BETWEEN THE COMPANY AND USERS

SEVEN. – GENERAL CONTRACTUAL CONDITIONS. INFORMATION PRIOR TO CONTRACTING THE PRODUCT

These general contractual conditions and, where appropriate, the specific conditions that may be established, expressly regulate the relations arising between ACPET, the participating Port in which the user makes their stay and the Purchaser of the PASS.

These General Terms and Conditions have been developed in accordance with the provisions of Law 34/2002 on Information Society and Electronic Commerce Services, Law 7/1998 on General Contractual Conditions, Royal Decree 1906/1999 regulating Contracts for Telephone or Electronic Services with general conditions in the development of Article 5.3 of Law 7/1998, the Royal Legislative Decree 1/2007 for the Protection of Consumers and Users, Law 7/1996 of the Order of Retail Commerce, Electronic Signature Law 59/2003 and any legal provisions arising from application.

The use and/or purchase of the PASS implies acceptance by the purchaser of all these General Contractual Conditions without any reservations.

ACPET informs that the procedures to purchase goods are those described in these general terms and conditions, as well as any other specific conditions indicated on the screen while browsing the website, and the User declares that they know and accept these procedures as necessary to access the products and services offered on the Portal.

Any modification and/or correction of the details provided by the Purchaser of the product, must be made in accordance with the indications provided on the website.

EIGHT. – PRODUCT OFFERED. PURCHASE SYSTEM

The website www.acpet.es includes a “banner” section entitled “SAILING COSTA BRAVA”. By clicking on the banner, the promotional information about the PRODUCT appears, as a brief summary of the present conditions. Similarly, the contractual conditions of the offer appear on the second screen in another section. On this second screen, another clickable section leads to screen in which the user can begin the purchasing process, by completing a form, including the name of the user, email address and vessel details with the registration number and measurements. This form collects the **credit or debit** card details of the USER making the payment. By completing and sending the form, the USER will receive an email with proof of receipt of payment and the Pass in digital format. Once printed by the USER, this is the valid document to use the offer. The prices indicated on screen are in Euros and include VAT and any other applicable tax, and will be those in effect at all times, with the exception of typographical errors.

To make the payment by **credit or debit** card, the USER must provide the following information a) Card type, b) Card number, c) Expiry date d) Verification code. **As part of its online payment system, the COMPANY has an e-commerce payment gateway. All data provided to this effect are encrypted to guarantee the maximum security of payments. All data are stored on a certified server in accordance with SSL Verisign protocol. The COMPANY, therefore, declares, that in no case will it store data provided by users through the payment gateway, and data will only be stored while the purchase is being made, while the payment is going through and until the withdrawal period has lapsed.**

NINE. - NOTIFICATIONS

For the purpose of these General Terms and Conditions, and for any notification required between ACPET and the Purchaser, the latter must contact ACPET in writing at the CATALAN ASSOCIATION OF TOURIST MARINAS, c/ Balmes 156, entresol 2^a, 08008 Barcelona

TEN. – APPLICABLE LEGISLATION. SUBMISSION TO JURISDICTION

These conditions are governed by Spanish legislation, which will apply to provisions not provided for in this contract in terms of interpretation, validity and execution.

The parties expressly renounce any other jurisdiction that may correspond to them and submit expressly to the Courts of Barcelona to resolve any controversy that arises in the interpretation or execution of these contractual conditions.