

# Terms and Conditions

Sapias Group Europe BV / Buddy Dive Resort / Belmar Apartments

## Article 1: Definitions

In these terms and conditions, the following definitions apply:

**Travel organizer:** Sapias Group Europe B.V. in cooperation with Buddy Dive Resort B.V., Belmar Apartments B.V., and part of Sapias Holding BV., which, in the course of its business, in its own name, organizes pre-arranged trips to the public or a group of people, hereafter referred to as "Sapias/Buddy Dive/Belmar/Belmar". Sapias Group Europe is based in Hardegarijp on Burgemeester Drijberweg 2, office telephone in the Netherlands 0031 554560015, office telephone in Bonaire 00599 7175080 or e-mail [info@sapiasbv.com](mailto:info@sapiasbv.com), [reservations@buddydive.com](mailto:reservations@buddydive.com), [reservations@belmar-bonaire.com](mailto:reservations@belmar-bonaire.com)

**Traveler:** the counterparty of Sapias/Buddy Dive/Belmar, on whose behalf the trip has been stipulated and who has accepted the stipulation, or to whom in accordance with article 7:506 BW the legal relationship with Sapias/Buddy Dive/Belmar was transferred.

**Travel agreement:** the agreement through which Sapias/Buddy Dive/Belmar commits itself to its counterparty to provide one of its pre-arranged trips or services.

**Agreement:** the agreement between Sapias/Buddy Dive/Belmar and traveler regarding the agreed-upon activities or services.

**Website Sapias/Buddy Dive/Belmar:** [www.buddydive.com](http://www.buddydive.com); [www.sapiasbv.com](http://www.sapiasbv.com); [www.belmar-bonaire.com](http://www.belmar-bonaire.com)

**Working days:** the days Monday through Sunday, except for legally recognized holidays.

**Calendar days:** all days.

## Article 2: Applicability

- 2.1 These terms and conditions apply to every offer, quote, and agreement (the creation, the content, the execution, and the fulfillment thereof) between Sapias/Buddy Dive/Belmar and the traveler, and, consequential or otherwise, agreements that parties have entered into with one another. As far as the content thereof has not been changed or there are no more specific conditions between parties, these terms and conditions will also be valid for future contractual relationships between parties.
- 2.2 The conditional terms are also applicable to all agreements with Sapias/Buddy Dive/Belmar, for the execution, where third parties must be involved.
- 2.3 General (purchase) conditions of the Traveler are expressly waived.
- 2.4 In case one or more parts of these terms and conditions are void or nullified, the other terms and conditions will remain applicable. Parties will then discuss replacing the void or nullified terms and agree on new rules, in which the purpose and scope of the void or nullified terms will be included much as possible.

## Article 3: The agreement

- 3.1 Sapias/Buddy Dive/Belmar offers trips and packages on its website. All rates are displayed in US Dollars and are subject to change. The rates of trips do not include international flight tickets.
- 3.2 Travelers can request a trip through the website, email, telephone, or a personal meeting. To enable Sapias/Buddy Dive/Belmar to create a quote, the information requested by Sapias/Buddy Dive/Belmar must be provided.

- 3.3 After the traveler has requested a trip, Sapias/Buddy Dive/Belmar will provide a quote for the requested trip. Included in this quote are details related to the chosen trip, such as the length of the stay, the accommodation, the F&B package, the activity package, and the car rental. A quote is valid until 7 days after signing unless otherwise agreed upon in writing.
- 3.4 The agreement is concluded by accepting the offer from Sapias/Buddy Dive/Belmar including the applicable conditions. By paying a deposit of US\$ 100 per person or US\$ 500 for group bookings, (For groups larger than 10 people a USD\$500 deposit is due for every 10 people in the group). the agreement is accepted, unless otherwise agreed.
- 3.5 In case of changes before departure, the traveler will receive a changed travel agreement.

#### **Article 4: Obligations of the Traveler**

- 4.1 The traveler will provide Sapias/Buddy Dive/Belmar prior to the start date of the agreement, with all information about himself and the travelers registered by him, that may be important for the conclusion or implementation of the agreement.
- 4.2 The person who enters into an agreement on behalf of or for the benefit of another person (the applicant) is jointly and severally liable for all obligations arising from the agreement.
- 4.3 All communications (including payments) between the traveler and Sapias/Buddy Dive/Belmar happen exclusively between the applicant and Sapias/Buddy Dive/Belmar.
- 4.4 The traveler is responsible for the timely gathering of information from the relevant institutions with regard to the necessary travel documents and formalities related to health and for checking whether the provided information is valid at the time of departure.
- 4.5 The traveler has an obligation to follow all the instructions of Sapias/Buddy Dive/Belmar to ensure good execution of the trip and is liable for damage caused by inappropriate behavior, to be judged by the standard of a good traveler.
- 4.6 A traveler who causes hindrance to such an extent that good execution of the trip is hampered or can be hampered because of it, can be excluded from the (continuation of the) trip by Sapias/Buddy Dive/Belmar, in this case it is not reasonable to demand Sapias/Buddy Dive/Belmar to fulfill the contract. All costs resulting from this will be at the expense of the traveler, in the case, and as far as the consequences of the hindrance or problem can be attributed to him/her. In case and as far as the cause of the exclusion of the traveler cannot be attributed to the traveler, he/she will receive restitution of the travel sum or a part thereof.
- 4.7 The traveler has an obligation to avoid any potential damage or to limit it as much as possible, especially by complying with the reporting requirement as referred to in the article "Complaints".
- 4.8 The traveler informs Sapias/Buddy Dive/Belmar, before entering into the contract, of any physical or mental disabilities of the travelers which can be of importance to good execution of the trip.

#### **Article 5: Payment**

- 5.1 Payments will be dealt with by Sapias Group Europe B.V., which has entered into a partnership with Worldline for processing.
- 5.2 By making an advance payment of 100 USD per person or 500 USD for group bookings, the agreement is accepted. Unless otherwise agreed upon.
- 5.3 The total travel sum must be paid 30 days before the start of the trip. In the case of special offers, other rules may apply (Early Bird).

## **Article 6: Changing travel sum**

- 6.1. Sapias/Buddy Dive/Belmar has the right to increase the travel sum until 20 calendar days before the day of departure in relation to changes in owed taxes and charges. Sapias/Buddy Dive/Belmar will thereby indicate how the increase has been calculated.
- 6.2. The traveler has the right to reject an increase in the travel sum as referred to in paragraph 1. Under penalty of forfeiture, he must exercise this right within 3 working days after receipt of the notification of the increase.
- 6.3. In case the traveler rejects the increase, Sapias/Buddy Dive/Belmar has the right to cancel the agreement.

## **Article 7: Travel documents**

- 7.1 The traveler is responsible for having the necessary and required (travel) documents and (travel) permits with him.

## **Article 8: Changes made by the traveler.**

- 8.1 If the traveler wishes to change the agreement after the conclusion of the agreement, Sapias/Buddy Dive/Belmar will check whether these changes are (still) possible. Any costs associated with these changes will be paid by the traveler immediately.
- 8.2 Changing the departure date or reducing the number of paying travelers is considered a cancellation to which the article regarding cancellation/cancellation by the traveler applies.
- 8.3 If the traveler decides during the trip not to use parts of the agreement, meals, accommodation or other services or parts thereof, no claim can be made to a refund of (part(s) of) the travel sum.

## **Article 9: Substitution traveler**

- 9.1 In good time before departure, the traveler can be substituted by someone else who complies with the travel agreement. A period of 7 days before the start of the trip is viewed as timely.
- 9.2 The substitution takes place with a dedicated agreement with the other traveler and written notification thereof by the transferring traveler to Sapias/Buddy Dive/Belmar. The transferring traveler and the other traveler are both severally liable for the payment of the travel sum and the costs related to the transfer.

## **Article 10: Changes by Sapias/Buddy Dive/Belmar**

- 10.1 Sapias/Buddy Dive/Belmar has the right to change the travel agreement on an essential point(s) due to important circumstances that are immediately communicated to the traveler. The traveler can reject the change.
- 10.2 Sapias/Buddy Dive/Belmar may change the travel agreement due to important circumstances, which must be communicated to the traveler without delay. These changes concern one or more non-essential points. The traveler can only reject a change if it is deemed to be of a major detriment.
- 10.3 Important circumstances are circumstances as referred to in article 12.2.
- 10.4 If the traveler rejects the change(s), Sapias/Buddy Dive/Belmar can cancel the travel agreement. In that case, the traveler is entitled to a refund or remission of the

travel sum or, if the trip has already been partially enjoyed, a proportionate part thereof.

#### **Article 11: Termination / cancellation by the traveler**

- 11.1 The traveler can cancel the agreement at any time with immediate effect. The cancellation must be made in writing addressed to the reservations office.
- 11.2 No refunds are possible for down payments. Deposits are non-refundable and non-transferable
- 11.3 In the event of termination / cancellation, the traveler owes Sapias/Buddy Dive/Belmar the following cancellation costs in addition to any reservation costs incurred:
  - A cancellation penalty of 25% of the confirmed booking will be applied if a reservation is cancelled (or rooms released/reduced in the case of a group reservation) between 60 – 29 days prior to scheduled arrival.
  - A cancellation penalty of 50% of the confirmed booking will be applied if a reservation is cancelled (or rooms released/reduced in the case of a group reservation) between 28 – 15 days prior to scheduled arrival.
  - A cancellation penalty of 75% of the confirmed booking will be applied if a reservation is cancelled (or rooms released/reduced in the case of a group reservation) between 14 – 1 day prior to scheduled arrival.
  - Cancellations on the day of arrival and/or no-show: 100% of the reservation is non-refundable/ non-transferable. Unused parts of the agreement/travel sum are not subject to reimbursement.
- Payments for specials such as the Early Bird are non-refundable
- 11.4 If the traveler does not appear on the day of arrival or does not use the trip without notice or cancellation, the traveler will still owe the full travel sum.
- 11.5 Cancellations outside office hours are deemed to have been made on the next working day.
- 11.6 If Sapias/Buddy Dive/Belmar has to incur costs and/or obtain legal advice to collect the travel sum or parts of the travel sum, these costs will be passed on to the Traveler.

#### **Article 12: Termination by Sapias/Buddy Dive/Belmar**

- 12.1 Sapias/Buddy Dive/Belmar has the right to cancel the agreement due to serious circumstances.
- 12.2 Serious circumstances are understood to mean circumstances that are of such a nature that further commitment of Sapias/Buddy Dive/Belmar to the agreement cannot reasonably be required.
- 12.3 A serious circumstance is in any case a negative travel advice issued by a competent authority.
- 12.4 In case the cause of the termination can be attributed to the traveler, the resulting damages will be at the expense of the traveler.
- 12.5 If Sapias/Buddy Dive/Belmar cancels due to a circumstance not attributable to the traveler, Sapias/Buddy Dive/Belmar will offer different travel dates. The traveler who does not accept that offer is entitled to a refund of the travel sum or, if the trip has already been partially enjoyed, a proportionate part thereof.
- 12.6 In case the termination is due to force majeure, Sapias/Buddy Dive/Belmar is not obliged to pay compensation. Force majeure means abnormal and unforeseen circumstances which are independent of the will of the one who invokes it and of which the consequences could not be avoided despite all the cautionary measures.

### **Article 13: Liability and force majeure**

- 13.1 Notwithstanding the provisions in articles 10 and 12, Sapias/Buddy Dive/Belmar has an obligation to execute the travel agreement pursuant to the expectations that the traveler can reasonably have based on the travel agreement.
- 13.2 If the trip does not proceed in accordance with the expectations referred to in the previous paragraph, the traveler is obliged to immediately notify the parties involved as referred to in Article 15, paragraph 1.
- 13.3 In case the trip does not take place in accordance with the expectations that the traveler can reasonably have based on the travel agreement, Sapias/Buddy Dive/Belmar has an obligation to pay compensation unless the shortcoming in fulfillment cannot be attributed to Sapias/Buddy Dive/Belmar or the person whose help is used by Sapias/Buddy Dive/Belmar for the fulfillment of the agreement, because:
  - The shortcoming in fulfillment can be attributed to the traveler;
  - The shortcoming in fulfillment was not foreseeable or could be resolved;
  - The shortcoming in fulfillment can be attributed to a third party that is not involved with delivering the services included in the trip; or
  - The shortcoming in the fulfillment of the agreement can be attributed to force majeure as referred to in Article 12.6 or to an event that Sapias/Buddy Dive/Belmar or the party whose help is used by Sapias/Buddy Dive/Belmar for the fulfillment of the agreement with all possible caution taken into account could not have foreseen or resolved.

### **Article 14: Exclusion and limitations of liability Sapias/Buddy Dive/Belmar**

- 14.1 If a service included in the trip is subject to a Treaty, Regulation or law that grants or permits an exclusion or limitation of liability on the part of the service provider, the liability of Sapias/Buddy Dive/Belmar is accordingly excluded or limited.
- 14.2 Sapias/Buddy Dive/Belmar is also not liable if and insofar as the traveler has been able to recover his loss under an insurance policy, such as a travel and/or cancellation insurance.
- 14.3 If Sapias/Buddy Dive/Belmar is held liable by the traveler for loss or shortcoming of travel agreement, the compensation will not exceed the travel sum.
- 14.4 The exclusions and/or limitations of Sapias/Buddy Dive/Belmar's liability contained in this article also applies to employees of Sapias/Buddy Dive/Belmar and service providers involved, as well as their personnel, unless a Treaty, Regulation or law excludes this.

### **Article 15: Complaints**

- 15.1 A shortcoming in the implementation of the agreement as referred to in Article 13 paragraph 2 must be reported on site as soon as possible, but no later than 48 hours after discovery by the traveler, so that a solution can be sought. For this purpose, the traveler must report to (in the following order): the relevant service provider or, if it is not present or accessible, Sapias/Buddy Dive/Belmar. If the shortcoming is not remedied and it affects the quality of the trip, this must, in any case, be reported immediately to Sapias/Buddy Dive/Belmar.
- 15.2 If the complaint is not resolved on site to the satisfaction of the traveler, the traveler must report this in writing to Sapias/Buddy Dive/Belmar.
- 15.3 If the traveler has not complied with the reporting obligation on site and (possible) written notification to Sapias/Buddy Dive/Belmar and the service provider,

or Sapias/Buddy Dive/Belmar has therefore not been given the opportunity to remedy the shortcoming, the possible right of the traveler to damages are limited or excluded.

- 15.4 In case a complaint is not resolved satisfactorily, it should be reported within one month after the trip has finished, or after the original date of departure in case the trip did not take place, in writing to Sapias/Buddy Dive/Belmar, which includes a copy of the written notification as referred to under 15.2.
- 15.5 In case the traveler does not submit the complaint in a timely manner, Sapias/Buddy Dive/Belmar will not process the complaint unless the untimely submission cannot be attributed to the traveler. Sapias/Buddy Dive/Belmar will confirm receiving the complaint whether it is being processed or not.
- 15.6 Sapias/Buddy Dive/Belmar will give a substantive response within one month of receiving the complaint.

#### **Article 16: Other provisions**

- 16.1 All disputes arising from or related to the legal relationship between Sapias/Buddy Dive/Belmar and the traveler, to which these general terms and conditions apply, will be submitted exclusively to the competent court in the district within which Sapias/Buddy Dive/Belmar has its registered office located, unless mandatory provisions of law prescribe otherwise.