



## **TERMS AND CONDITIONS**

Thank you for using our Products and Services. By using our Services, you agree to these terms. Please read them carefully.

### **1. APPLICATION**

These terms of trade (hereinafter referred to as the "Terms") apply to all products sold on [www.tallyweb.dk/boimarina](http://www.tallyweb.dk/boimarina) (hereinafter referred to as the "Website") by Bay of Islands Marina (hereinafter referred to as "Seller"), as shower users thereof (hereinafter referred to as "User") buys.

### **2. PRODUCTS**

The products that are sold from the Website (hereinafter the "Product") depend on the User's input and choice, so any errors in the User input or choice are not the responsibility of the Seller. However, the user can always correct an error entry by contacting the Seller.

### **3. PRICE AND PAYMENT**

All prices on the Website are in New Zealand Dollars (NZD) including GST for products to private individuals. When you make purchases on the Website, the amount will be deducted from your credit card on the same day. The Website accepts payment from Visa or Mastercard. The Seller pays the fee charged by the payment acquirer agent (those who provide payment via credit card). The User pays any other fees that his own card issuer may also charge. It is possible, if the product is not expired to buy an extended duration with additional products.

### **4. DELIVERY**

Once the Customer has completed the payment, the order will be created in the system. The Website sends an electronic receipt with information about the product, together with a pincode to the User's stated email address. The Website also sends an SMS with the pin-code to the User's stated mobile phone number. Users can use the pin-code to activate the product (shower) within 2 minutes after the purchase is completed.

### **5. LIABILITY**

If ordered products cannot be completed, due to weather, breakdowns of equipment, illness or other "force majeure" situations, the User will be compensated.

## 6. RETURN OF GOODS/REFUNDS

It is not possible to return unused products, either before or after the products expiration. Please note your code expires after 12 months of inactivity.

## 7. DATA PROCESSING AND PRIVACY

To shop on the Website, you must provide: Name, email and mobile phone number. The above data is stored with information on which the product (showers) you have purchased for 5 years from the end of the financial year to which the information relates, after which the information is deleted or anonymised. Information will not be passed on or sold to third parties, except in connection with a restructuring or a full or partial sale of the Seller company. Any disclosure in such a situation will be in accordance with the personal data law applicable at any given time.

As a User, you can gain insight into your registration data, and you can object in accordance with the Bay of Islands Marina Privacy Policy on the processing of your personal data. Any inquiries regarding this or to request a copy of the Bay of Islands Marina Policy should be addressed to the Bay of Islands Marina by calling +64 9 402 7124 or emailing: [info@boimarina.co.nz](mailto:info@boimarina.co.nz)

## 8. COMPLAINTS

Complaints about any matters relating to the Marina showers can be addressed to the Bay of Islands Marina by calling +64 9 402 7124 or emailing: [info@boimarina.co.nz](mailto:info@boimarina.co.nz)

## 9. CONTACT

If you have any questions, complaints or comments about the Marina showers, please contact: Bay of Islands Marina +64 9 402 7124 during business hours, or by email [info@boimarina.co.nz](mailto:info@boimarina.co.nz)

## 10. AMENDMENTS

Terms can be changed unilaterally by the Bay of Islands Marina after a 14-day notice period.

## **ACCOUNT CREATION AND CONSENT STATEMENT**

### 1. GENERAL

When you create an account at the Bay of Islands Marina, you can pay for ongoing consumption of products (showers). The account you setup contains a balance where payment for consumption is deducted. The balance must always be positive. You can manually deposit an amount to your balance with your credit card or setup a subscription that automatically refill your balance when it reaches a minimum amount.

## 2. RESPONSIBILITY AND LIABILITY

It is your responsibility to secure enough funds on your account to provide the products you want. If there is insufficient coverage, the product in question will not be available until there is funds for it. Insufficient funds will automatically be interrupted, and you will have to reactivate it yourself further funding. Products and services are paid in advance; therefore, you are not liable for additional consumption.

Do not provide your pin-code to another party. You must protect your pin-code, in case of suspected misuse of your pin-code, you should contact the Bay of Islands Marina staff immediately.

## 3. ACCOUNT TERMINATION AND REPAYMENT

If you wish to terminate your account relationship with the Bay of Islands Marina, please refer to [info@boimarina.co.nz](mailto:info@boimarina.co.nz) in writing. After settling any orders, the account can be closed. Any remaining balance on your balance will be refunded but will a fee of NZD\$20.00 will be deducted for administrative handling of the pay-out.

## 4. DATA PROCESSING

By creating an account with a self-service login, your personal information and order information will not be deleted unless you ask us to do so. We record the following information in connection with an account: name, email, phone number, encrypted password, balance, payment subscription, completed payment transactions. We record the following information in connection with an order: Order status, check in, check-out, prepayments, name, email, telephone number, any additional vessel identification information, as well as item usage, time and method of access used. Information is not disclosed or sold to a third party unless this is done in connection with a restructuring or a full or partial sale of the business. Any disclosure in such a situation will be in accordance the Bay of Islands Marina Privacy Policy applicable at any given time. As a customer you can gain insight into our registration data we hold about you, and you can object to a registration in accordance with the Bay of Islands Marina Privacy Policy on the processing of your personal data. This can be addressed in writing to the Bay of Islands Marina through the email address: [info@boimarina.co.nz](mailto:info@boimarina.co.nz) or by calling calling +64 9 402 7124

## SUBSCRIPTION TERMS

### 1. SUBSCRIPTION TERMS

By creating a subscription payment, you agree that the Bay of Islands Marina may withdraw an agreed amount on your associated card when your balance reaches below of NZD\$10.00. You can change the agreed amount at any time by logging into your account.

### 2. RECEIPT

A receipt will be emailed to you when a transaction is made on your credit card. The receipt will be sent electronically via the email address you have provided in your account as the approved subscriber.

### 3. LIABILITY

Payment of services used is deducted from your balance, thus you are responsible to ensure enough funds are on your card account to complete a transaction at the agreed amount, and that your credit card is not blocked or expired (ie. is a valid credit card). If a credit card transaction is not completed and your balance reaches zero, you will not have access to additional product (shower) consumption. Products (showers) are paid in advance, therefore you are liable for any additional unauthorised consumption.

### 4. RENEWAL OF CREDIT CARDS

You must add a new credit card yourself upon expiry or termination of an existing credit card. A card is renewed by terminating the existing agreement with the old card and creating a new agreement with the new card.

### 5. TERMINATION

You can cancel your subscription at any time without further notice. This is done by logging into your account and deleting the agreement. Any remaining balance on your balance will be refunded but will be deducted an administration fee of NZD\$20.00 for handling of the pay-out.