

Aqua Odyssey Legal, Safety & Privacy

DRAFT - LEGAL REVIEW REQUIRED - NOT APPROVED FOR PRODUCTION ACCEPTANCE

Canonical public draft checked 9 August 2026. Historical accepted versions must remain immutable.

These draft documents explain the booking, payment, safety and privacy rules in plain language. Each accepted version will be preserved with its language and effective date.

Translations other than the authoritative draft are marked TRANSLATION REVIEW REQUIRED.

Legal / Company Information

Trading name: Aqua Odyssey Charters. Service area: Puerto de Mogán, Gran Canaria, Spain. Customer contact: support@aquaodyssey.com. The final registered legal entity, tax number, registered address, vessel owner/operator, commercial registration, public telephone and competent registry details have not been owner-verified and must not be invented.

LEGAL REVIEW REQUIRED: complete the mandatory LSSI/business disclosures and identify whether Aqua Odyssey or a named third-party operator is the contract counterparty before Production publication.

Company Policies & Terms

1. Contract and operator

Your booking confirmation identifies the charter date, vessel, departure point, contracting operator and whether Aqua Odyssey is the operator or a marketplace intermediary. The legal identity, address, tax details and complaint contacts must be displayed before Production activation. LEGAL REVIEW REQUIRED: final company/operator disclosure and marketplace-counterparty wording.

2. Booking and price

A booking is created only when the checkout confirms acceptance and the required payment succeeds, unless the confirmation expressly states another arrangement. The server-calculated total, currency, included taxes/fees, deposit, balance date and any pay-on-arrival amount control. A browser-displayed amount is not authority to charge a different amount.

3. Customer duties

The lead customer must provide accurate contact, passenger-count and safety-relevant information; ensure all participants receive the safety information; and tell us promptly about errors or changes. Do not submit unnecessary medical detail. Contact support privately if a condition or mobility need could affect safe boarding or participation.

4. Changes and operation

The captain may change route, timing, activities or passenger arrangements when reasonably necessary for weather, sea state, safety, law, port instructions or vessel operation. Material operator changes will be communicated and handled under the cancellation policy and mandatory consumer law.

5. Conduct

Passengers must follow lawful safety instructions and must not threaten people or the vessel, bring prohibited items, or participate while impaired by alcohol or drugs. The operator may refuse or end participation where reasonably necessary for safety; refund consequences depend on the facts and mandatory law.

6. Customer rights and liability

Nothing in these terms excludes mandatory consumer rights or liability that cannot lawfully be limited, including liability arising from fraud, deliberate misconduct, or other non-excludable grounds. LEGAL REVIEW REQUIRED: governing law, forum, maritime liability regime and any lawful limits.

Charter / Passenger Terms

Boarding occurs only with captain approval. Passenger numbers may not exceed the confirmed or lawful capacity. Children remain under their parent or guardian's supervision unless the operator expressly agrees otherwise. Activities such as swimming or snorkeling occur only when the captain permits them and may be stopped at any time. Personal belongings remain the passenger's responsibility, subject to any non-excludable legal duties. LEGAL REVIEW REQUIRED: passenger-versus-charter classification, minors, baggage regime, insurance and carriage conventions.

Cancellation & Refund Policy

- Deposit: the displayed deposit reserves the dated charter. Whether and when it becomes non-refundable must be confirmed in the checkout version accepted.
- Balance: any automatic charge requires recorded authorization, an authoritative current obligation and advance disclosure of timing and amount.
- Customer cancellation/no-show: consequences depend on the accepted cancellation schedule and mandatory law; support records the request time.
- Weather/operator cancellation: where the operator cannot safely provide the service, the customer will be offered the remedy required by the accepted policy and law, which may include rescheduling or refund.
- Refunds: approved refunds return through the original payment route where practicable; bank posting time is outside Aqua Odyssey's control.

LEGAL REVIEW REQUIRED: exact dated-leisure withdrawal exception, deposit characterization, cancellation windows, no-show treatment and enforceability under Spanish/Canary consumer law.

Payments, Balances, Refunds & Disputes

Stripe collects card details; Aqua Odyssey must not store full card numbers or CVC. We retain masked details and provider identifiers needed for accounting, refunds, fraud prevention and disputes. Selecting automatic balance payment authorizes use of the selected/default/fallback method only for the disclosed booking obligation and amount then due. A failed charge does not itself cancel a booking unless the accepted terms say so and required notice is given. Customers should contact support promptly about an error; lawful chargeback rights are not waived. We may provide the payment provider with proportionate booking, acceptance, communication, refund and fulfillment evidence.

Waiver, Assumption of Risk & Safety Acknowledgment

I understand that ordinary boating and water-activity risks include vessel movement, waves, changing weather and sea conditions, wet or slippery surfaces, boarding and disembarking, sun exposure, swimming, snorkeling, contact with equipment and emergency maneuvers. I will use provided safety equipment, remain within permitted areas and promptly follow captain and crew instructions.

I will not participate while dangerously impaired, bring prohibited drugs or items, interfere with vessel operation, or endanger passengers, crew or the vessel. The captain has final operational authority to delay, change or end the route or activities for safety, weather, sea, legal or port reasons.

I will privately disclose a medical, mobility or assistance need only where relevant to safe participation. I understand Aqua Odyssey is not requesting a general medical history. A parent or lawful guardian must give the required acknowledgment for a minor and remains responsible for supervision.

This acknowledgment records informed participation; it does not waive mandatory consumer rights or liability that Spanish/EU law does not allow a business to exclude. **LEGAL REVIEW REQUIRED:** enforceability, guardian execution, medical wording, passenger insurance and lawful liability limitations.

Safety Information

- Arrive at the confirmed meeting point and time; do not board without crew instruction.
- Tell the operator before departure about mobility assistance or a condition relevant to safe participation.
- Wear or use safety equipment when instructed; supervise children continuously.
- Enter the water only with captain approval and return immediately when called.
- Secure belongings, use handholds and take care on wet steps and decks.
- Do not bring dangerous items or participate while impaired.
- In an emergency, remain calm and follow crew instructions immediately.

Privacy Policy

Purposes and legal bases

- Booking, payment and service: contract steps/performance; payment providers receive necessary transaction data.
- Safety and support: contract, vital interests where genuinely necessary, and legal obligations; provide only relevant information.
- Accounting, complaints and legal claims: legal obligation and legitimate interests, subject to balancing and retention limits.
- Marketing: consent where required; withdrawal does not affect the booking.
- Security and fraud prevention: legitimate interests and provider/legal obligations, using proportionate records.

Customers may request access, correction, portability where applicable, objection, restriction or erasure, and may complain to the AEPD. Erasure can be limited by accounting, safety, dispute or legal-hold duties. International transfers require an approved GDPR transfer mechanism. **LEGAL REVIEW REQUIRED:** controller identity/DPO contact, processors, retention schedule, international transfers and special-category handling.

Cookie Policy & Settings

Strictly necessary storage supports security, booking progress, language and consent choices. Analytics, marketing and other non-essential technologies remain blocked until the visitor chooses them. Accept and Reject must be equally easy; settings can be reopened from the footer. Consent can be changed or withdrawn. LEGAL REVIEW REQUIRED: final cookie inventory, vendors, durations and transfer disclosures.

Customer Account Terms

An account is optional and never required to complete checkout. Secure grants may show linked bookings and documents. Customers must protect access links and report suspected misuse. Account creation, merging, verification and revocation remain disabled until separately approved.

Marketing Communications Consent

Marketing is optional, unchecked by default and separate from the booking contract. Consent records identify channel, purpose, version, language and time. A customer may unsubscribe or withdraw without affecting an existing booking. Transactional service messages are handled separately.

Survey Privacy & Testimonial Consent

Verified completed-booking customers may be invited to give feedback. Survey answers support service quality and internal analytics. Testimonial use requires a separate optional consent; Aqua Odyssey will not publish an internally calculated public star average.

Partner / Operator Marketplace Terms

Before activation, each partner must identify its legal entity, jurisdiction, tax status, licenses, insurance, vessel compliance, contracting role and payout eligibility. Listings must identify the actual operator and contract counterparty. Partners must follow applicable local law, platform safety, consumer, privacy, payment and complaint rules. Mandatory customer rights in the relevant jurisdiction are not displaced by a blanket governing-law clause. LEGAL REVIEW REQUIRED: DSA trader traceability, DAC7/tax reporting, Stripe Connect allocation of duties and country-specific terms.

Contact & Complaints

Contact Aqua Odyssey with your booking reference, a short description and the outcome requested. The system will issue a case reference and retain timestamps and status. Do not include full card details or unnecessary health information. This internal process does not replace any official statutory complaint form.

Consumers in the Canary Islands can obtain information and submit official complaints through the Government of the Canary Islands consumer complaint procedure. **LEGAL REVIEW REQUIRED:** final business contact, response deadlines, physical/electronic official complaint-form availability and ADR/ODR wording.

Draft checked 9 August 2026. No version is approved for Production publication or real acceptance.

Necessary storage is always on. Choose whether to allow analytics, marketing and other non-essential technologies.