



General terms and conditions Tangaroa

General terms and conditions Tangaroa
Version 1.2

These terms and conditions are valid from 24 July 2025

These terms and conditions are published for inspection on the Tangaroa website: www.tangaroa.nl

Article 1 - Definitions

The company Tangaroa is established in Pijnacker and registered with the Chamber of Commerce under KvK number 74759655.

The contact details are listed on the website: www.tangaroa.nl/contact/

In these general terms and conditions, the following definitions shall apply:

1. Client: Tangaroa's counterparty.
2. Participant/customer/course participant: the person who orders materials and/or books training courses and/or trips with Tangaroa.
Staff/employee: all persons carrying out work by order of Tangaroa, whether or not on the basis of contract.
3. Contract: verbal or written agreement between a customer and Tangaroa on the purchase and/or supply of products and/or services.
4. Products and services: All products and services provided by Tangaroa.

Article 2 - Applicability

1. These terms and conditions apply to all offers, contracts, reservations, purchases or bookings between Tangaroa and a customer to which Tangaroa has declared these terms and conditions applicable, insofar as these terms and conditions have not been deviated from expressly and in writing by the parties.
2. These terms and conditions shall also apply to all contracts with Tangaroa, the performance of which requires the involvement of third parties.
3. Dutch law applies to all contracts concluded by Tangaroa.
4. The contents of our publications are subject to changes and price amendments.
5. If the customer also uses general terms and conditions, these are not binding for Tangaroa, unless agreed otherwise in writing.
6. Tangaroa may not require strict compliance with these terms and conditions in all cases. However, this does not mean that the provisions thereof do not apply, or that Tangaroa would to any extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

7. If one or more provisions of these general terms and conditions are at any time wholly or partly null and void or destroyed, the other provisions of these general terms and conditions shall remain in full force and effect.

Article 3 - Conclusion of agreement

1. If it concerns a contract with a minor, it is only final when a written confirmation with signature of a parent or legal guardian has been submitted.
2. The contract between Tangaroa and the customer can be concluded in different ways:
 - verbally or by telephone with Tangaroa. In both cases a written confirmation will follow.
 - by e-mail.
 - by written confirmation of an offer or (rental) contract.
 - registration through the website.

Article 4 - Instructions and safety

1. Employees and instructors are authorised to give instructions to customers, course participants and visitors of Tangaroa concerning the course of action or safety.
2. All persons who are customers or visitors of Tangaroa or activities organised by it, are obliged to follow instructions from Tangaroa. Should a customer, course participant or visitor wilfully bring themselves into dangerous circumstances and/or fail to follow instructions from Tangaroa or its employees which may lead to a dangerous situation, Tangaroa reserves the right to refuse such customer, course participant or visitor access or further participation.

Article 5 - Course participation

1. Participation in a course is not final until:
 - Course participant has received a written confirmation.
 - The course participant has the required minimum age for the relevant course at the start of the course.
 - The student does not have any medical problems at the start of the course that would make following the course unsafe, impossible or prohibited.
 - The full course fee has been paid at the start of the course. If the full course fee is not paid at the start of the course, Tangaroa is entitled to refuse the course participant.
2. The Medical Statement, Statement of Conduct for Safe (Free) Diving, Statement of Understanding and, if necessary, the Statement of Risks and Liability shall be handed over fully completed and signed no later than the start of the course. If the answer to one or more questions on the medical statement is 'yes', a doctor's statement must be provided at all times before the start of the course.
3. At the start of the course, the course days for the course in question will be announced in mutual consultation with Tangaroa and the course participants. Course participants are obliged to adhere to these dates at the time of fixing.

4. If a course participant shows up late or does not show up without prior notice, Tangaroa reserves the right to exclude the course participant from further participation in the course or charge the costs incurred. The amount of these costs shall be determined by Tangaroa.
5. If a course participant is unable to attend a course day, a catch-up day may be scheduled. The cost of this catch-up day will be determined by Tangaroa.

Article 6 - Course conditions

1. Tangaroa undertakes to have the course delivered by a qualified instructor with active teaching status.
2. The course will take place when a minimum of 4 course participants register for the relevant course.
3. The course participant is obliged to submit the fully completed medical statement, the statement concerning the rules of diving behaviour and, if necessary, a statement from a doctor, no later than the start of the course. If the absence of said statement(s) leads to a postponement of the performance of the contract, the course participant will be charged a fee of 75 Euro.
4. Tangaroa shall enable the course participant to participate in all parts of the course.
5. Tangaroa reserves the right to charge additional costs if the course participant is unable to meet the course requirements within the normal programme and guidelines applicable for this purpose within the PADI/AIDA organisation.
6. The course participant is responsible for the proper handling of Tangaroa's materials and property. Intentional damage or loss can be recovered from the course participant.

Article 7 - Payment conditions

1. Upon registration for a course, the total course fee must be paid.
2. The full course fee must be paid before the start of the course based on the invoice sent by Tangaroa.
3. The price of renting the materials will be paid prior to collection of the materials.
4. Tangaroa applies a payment term of 14 days.
5. If the payment obligation is not timely met, Tangaroa will act as follows:
 - If the payment term is exceeded by more than 14 days, a payment reminder will follow.
 - If 14 days after the payment reminder the payment obligation has still not been complied with, a
 - payment obligation, a reminder will follow, in which statutory collection costs and interest will be charged.
 - If the payment obligation has still not been met 14 days after the reminder, Tangaroa will outsource the collection of the invoice to a collection agency.

Article 8 - Cancellation or premature termination

1. If a contract is cancelled, Tangaroa will charge the customer a cancellation fee according to the following graduated scale:
 - At least 4 weeks before commencement: no cancellation fee.
 - Between 2 and 4 weeks before commencement: 50% of the invoice amount.
 - Between 2 and 4 weeks before commencement: 50% of the invoice amount.
 - Between 1 and 2 weeks before commencement: 75% of the invoice amount.
 - In case of cancellation within 1 week before commencement, there will be no refund.
2. Cancellation must always be confirmed by Tangaroa in writing.
3. If a course participant after the start of a course wishes to terminate it prematurely and there is no case of force majeure, there will be no refund of payments made. Cancellations based on medical and/or psychological grounds and on own request are covered by this article.
4. If, after the start of a course, a course participant wishes to terminate it prematurely and there is force majeure, payments will be refunded up to an amount that is in reasonable proportion to the part of the course that will no longer be followed, with the exception of the amounts relating to course materials provided.
5. If a course participant does not appear on the agreed course days without notice, there will be no refund of course fees.
6. If a course participant does not subsequently take part in the course for which he/she has registered, no refund of the deposit can be made.
7. Any refunds made by Tangaroa will be made within 14 days after the refund obligation arises.
8. Registration fees, certification fees and already received (teaching) materials and other non-refundable goods cannot be cancelled.
9. Tangaroa may unilaterally change the dates and/or location of courses in the following cases, without consultation with the customer and without any financial compensation being demanded for this purpose:
 - If, due to external influences, the delivery of the course, or the achievement of the training requirements is not possible or made more difficult.
If, in the opinion of the Instructor, risks arise for course participant(s), himself, his assistant(s) or third parties
 - If the implementation of the course contravenes the General Standards of the training body.
If, at that time, the Instructor does not consider the participant capable of achieving the training objectives.
 - If the trainee has not done the preparations specified to him.
 - If the student has received an insufficient score on a theoretical test that the subsequent practical session is not permitted according to the General Standards of the training organisation.

Article 9 - Use of diving equipment

1. If the customer rents, or has received on loan, diving equipment from Tangaroa for the duration of a training course, then the customer must take the necessary care with regard to this diving equipment.
2. In case of loss or theft, the purchase value of the diving materials will be charged to the customer by Tangaroa.
3. If it is established that the diving equipment has been damaged or defective due to carelessness of the customer, the cost of repair or replacement will be charged to the customer by Tangaroa.

Article 10 - Force majeure

1. Tangaroa undertakes to deliver the agreed goods and/or services unless there is force majeure.
2. Force majeure to perform the contract by Tangaroa shall be deemed to exist if the performance of the contract is prevented in full or in part, temporarily or otherwise, by circumstances beyond Tangaroa's control.
3. Tangaroa undertakes to offer alternative training days, lessons or delivery once they could not take place in case of force majeure.

Article 11 - Liability

1. Tangaroa advises all course participants participating in a training course to take out matching insurance. Tangaroa accepts no liability due to the lack of such insurance.
2. There are risks associated with all forms of diving and diving courses. The course participant is expected to be familiar with and accept these risks. By signing the 'Declaration of Risks & Liability', the client demonstrates this.
3. Tangaroa and/or its employees/trainees/hired freelancers or assistants can never be held liable for damages resulting from the risks related to diving.
4. If a customer suffers damage in any way as a result of death, physical or mental injury, accidents, injury, loss or theft and material loss during or as a result of the activity(s) Tangaroa cannot be held liable, unless it is due to Tangaroa's gross fault.
5. Tangaroa shall perform its obligations to its other party to the best of its knowledge and ability and is entitled to engage third parties (including suppliers) in and for the execution of a service.
6. Tangaroa cannot be held liable for costs or damages caused by acts or negligence of the customer.
7. Tangaroa cannot be held liable for acts and influences of third parties involved; Circumstances that cannot be attributed to the fault of Tangaroa and which cannot reasonably be attributed to Tangaroa according to Dutch law or applicable standards.
8. Tangaroa is never liable for theft, damage, embezzlement, exchange or loss of items and personal property brought along by clients or course participants.

Article 12 - (Audio)visual material and relation file

1. (Audio)visual **material**: If a course participant or those accompanying him or her appear in a photograph or film used for promotional purposes for Tangaroa, his or her consent to the use of the image in the publication is presumed, even if he or she is recognisable in the image.
2. The customer grants Tangaroa permission to use visual material obtained free of charge for promotional purposes such as, but not limited to, placement on websites, Facebook, Instagram, flyers or other media used by Tangaroa.
3. The customer gives permission to include name, address details and other relevant data in Tangaroa's customer database for the purpose of informing them about courses/education/training and for personal development purposes, among other things.
4. On customer's first request, address data as referred to in paragraph 1 will be removed from the customer database, except if
 - the data processing is necessary for the performance of an agreement to which the data subject is a party, or for taking pre-contractual measures following a request of the data subject and which are necessary for the conclusion of an agreement and/or
 - the data processing is necessary to pursue the legitimate interest of the contractor or of a third party to whom the data have been disclosed, unless the interest or fundamental rights and freedoms of the data subject, in particular the right to privacy, prevail.

Article 13 - Confidentiality

1. All information, personal and/or business, which comes to the attention of Tangaroa or the persons working on its instructions in the course of their work shall be regarded and treated as strictly confidential.
2. An exception shall be made to the preceding article only in accordance with the content of Article 12 or when there is a legal duty to report.

Article 14 - Applicable law and competent court

1. Dutch law shall apply to the agreement.
2. To the extent permitted by rules of jurisdiction, disputes shall be settled by the competent court in The Hague, unless the contracted party, as claimant, chooses to submit the case to the court that is competent according to the statutory rules of jurisdiction.