GENERAL CONDITIONS FOR BOOKING CRUISES

These General Terms and Conditions shall apply as from 1 May 2019 to any Cruise booking contract concluded with GlobeSailor (the connecting services offered by GlobeSailor for the simple rental of boats are subject to separate general terms and conditions).

Article 1 - Definitions

Cruise: service offered by GlobeSailor consisting of a tourist trip on board a boat with crew, the itinerary of which is predefined or not and whose services are listed on the order form. Cruises include Cabin Cruises and Private Cruises.

GlobeSailor: SAS with a share capital of €14,329.00, registered with the Paris Trade and Companies Register under number B 489 893 909, whose registered office is located at 2 rue Dulong, 75017 Paris, in the person of its current legal representative. GlobeSailor is registered in the Register of Travel and Stay Operators under number IM075170027. Professional financial liability insurance is underwritten by HISCOX Europe Underwriting Limited (HA Contract RCP0279267).

Website: www.globesailor.fr, www.globesailor.es, www.theglobesailor.com, www.globesailor.it, www.globesailor.ru, www.globesailor.de, www.globesailor.pl or any other website developed by GlobeSailor

Traveller: any natural person wishing to rent a cabin or privatize a boat as part of a cruise offered on a GlobeSailor website.

Article 2 - Purpose and scope of application

These general terms and conditions of sale (hereinafter the "General Terms and Conditions") apply to the Traveller's reservation of any Cruise on the Site.

GlobeSailor markets Cruise booking offers on its Site to any person who has expressly declared that they have read and accepted the General Terms and Conditions, as well as the offer description sheets.

If one of the clauses of the General Terms and Conditions should prove to be null or unfair, the contract shall remain applicable in all its provisions other than those deemed null and unfair, if it can survive without these clauses.

The flight ticket booking service offered on the GlobeSailor website is provided by an external third party and is not governed by these Terms and Conditions.

The contact services between people wishing to rent a boat and those wishing to rent a boat via the online platform developed by GlobeSailor are subject to separate terms and conditions.

Article 3 - Cruise Booking

3.1 Cruise description sheets

The cruise descriptions on the Site are binding on GlobeSailor. It is to be noted that there may be slight differences between the photos on the descriptive sheets and the products supplied.

GlobeSailor reserves the right to modify them at any time before signing the contract with the Traveller. Modifications may include: the amount of the price, the itinerary, the services offered or the model of the boat. Changes made to the descriptive sheets are updated on the Site.

After signature of the contract, the modifications made to the descriptive sheets are not applicable to the Cruises covered by the contract.

3.2 Request for Quotation

When the Traveller is interested in the description of the Cruise, he or she sends a request for a quote to GlobeSailor. The request for a quote indicates the dates on which the Traveller wishes to make a reservation, the number of people included in the reservation and, if applicable, whether or not he wishes to privatize the boat. The Traveller's contact details are also provided.

3.3 Offer

At the Traveller's request, GlobeSailor sends the latter an estimate indicating the price corresponding to the services selected by the Traveller, as well as the deposit to be paid (between 30% and 50% of the total price depending on the Cruises)

3.4 Booking by the Traveller

To make a Cruise booking, the Traveller must inform GlobeSailor. An option (hold) is then placed on the Cruise that the Traveller wishes to book. Once the down payment has been made by the Traveller, GlobeSailor confirms the booking of the Cruise.

The Traveller is informed that the reservation of the Cruise is not guaranteed until the reservation is confirmed. GlobeSailor recommends that the Traveller wait for confirmation of the reservation before incurring any additional costs related to the booking of the Cruise.

Article 4 - Payment

4.1 Deposit

The payment of the deposit of 50% of the reservation, is made directly on the GlobeSailor website. Payment by credit card or Paypal or bank transfer to GlobeSailor's account is accepted.

When the reservation is made less than 45 (forty-five) days before the departure of the Cruise, a deposit of 100% of the price is required from the Traveller.

4.2 Payment Schedule

The payment of the balance of the rental price is made directly by the Traveller on the Site. Payment by credit card or Paypal or bank transfer to GlobeSailor's account is accepted.

Payment of the balance of the service must be made within 45 (forty-five) days before the departure of the Cruise. Failing this, the Traveller shall be deemed to have cancelled his reservation in accordance with Article 5.

The banking data provided by the Traveller during an online payment are not stored by the GlobeSailor website.

All online payments are firm and final and cannot be refunded without GlobeSailor's prior consent. No refund may be requested from the bank used to make the payments, or from any other third party.

Article 5 - Cancellation of the Cruise

5.1 Cancellation by the Traveller

In the event of cancellation, the Traveller shall inform GlobeSailor directly by e-mail at the following address: info@theglobesailor.com

The following cancellation fees will be due: up to 90 days before departure: 30% /// from 89 to 60 days : 50% /// from 59 to 30 days : 75% /// from 29 days until departure : 100% of the reservation amount. The date of receipt of the cancellation request will be taken into account for the calculation of any fees due.

For certain destinations, specific cancellation conditions may apply. The applicable cancellation fees will be outlined in your booking confirmation, which we recommend reviewing carefully.

Failure of the Traveller to present themself at the time of departure shall be deemed to be a cancellation of the reservation on the day of departure.

GlobeSailor advises the Traveller to subscribe to cancellation insurance with Ouest Assurance: http://www.ouest-assurances.fr

5.2 Cancellation by GlobeSailor

In the event of cancellation of the Cruise due to exceptional and unavoidable circumstances (as defined in article 9 paragraph 2), GlobeSailor undertakes to inform the Traveller without delay and to make every effort to offer him a service of similar or superior quality.

If no alternative Cruise can be found, GlobeSailor will immediately refund the amount of the sums paid to it by the Traveller, without any additional compensation being claimed.

Article 6 - Modification of the Cruise

6.1 Modification of services by the Traveller

Any request for modification of the services offered under the Cruise booked by the Traveller must be sent by e-mail to the following address: info@theglobesailor.com

If the change request is accepted, the cancellation thresholds remain based on the calendar dates in the original file.

Changing the booking may result in additional costs.

6.2 Modification of services by GlobeSailor

GlobeSailor reserves the right to make minor modifications to the reserved services such as the menu, itinerary, boat model (subject to comfort conditions), accessory equipment for comfort and leisure on the boat, and informs the Traveller on a durable medium in a clear, comprehensive and visible manner.

If GlobeSailor is forced to modify any of the essential aspects of the contract concluded, it shall inform the Traveller without delay. The Traveller may then accept the changes or be reimbursed free of charge for the total amount paid for the reservation.

6.3 Cruises in the Grenadines: Modification of the itinerary due to COVID-19 pandemic

If the main planned itinerary is not feasible on the date of the cruise, an alternative itinerary under the same conditions will be offered to Travelers. Travelers who do not wish to take advantage of this alternative itinerary will have the possibility, upon written request, to postpone their trip to a later date depending on availability. If the prices for the new dates are higher, the Traveler will have to pay the price difference. The Traveler may, if they wish, instead of a postponement of dates, benefit from a credit note for the amount of the sums paid, the credit note is valid for 12 months from the initially scheduled date of departure, and is non-refundable.

6.4 Price modification by GlobeSailor

Prices may be increased in accordance with legal provisions, only if the increases are the direct consequence:

- the cost of passenger transport resulting from the cost of fuel or other energy sources;
- the level of taxes or charges on travel services included in the contract;
- exchange rates

The amount of the price increase will be a corresponding increase in the transportation costs, tax level and exchange rates of the applicable currencies as described on the purchase order.

Any price increases shall be communicated to the Traveller at least 20 (twenty) days before the start of the Cruise. Any reduction in the above-mentioned costs between the signing of the contract and the beginning of the Cruise may result in a corresponding price reduction for the Traveller.

6.5 Assignment of the Contract

GlobeSailor may assign the contract concluded with the Traveller to an assignee fulfilling the same conditions as him to carry out the trip or stay, as long as the contract has not produced any effect. If necessary, GlobeSailor shall notify the Traveller no later than 7 (seven) days before the start of the Cruise.

Article 7 - Special Conditions

7.1 Services provided

The content of the service, the rates, the dates of the Cruise, the composition of the crew are those indicated in the order form.

7.2 Crew Functions

The master is in charge of the conduct of the vessel, for which he has custody and responsibility. He is responsible for external cleaning, maintenance, administrative formalities and shift work. He is in charge of relations with the authorities and Travellers for all matters relating to the organisation of the Cruise.

The possible sailors, stewards and hostesses mentioned on the order form are responsible for the kitchen, crockery, service, supplies, cleaning of the common interior areas and watchkeeping.

7.3 Routes

Itineraries, journey times and stops are given as an indication and may be modified according to requirements or weather conditions. The crew is the sole decision-maker in choosing the route.

7.4 Compliance with safety rules and regulations

The Traveller undertakes to read and respect the safety instructions, as well as the safety rules explained by the captain when boarding.

The Traveller acknowledges that he is aware of the conditions for crossing borders, and of the recommendations relating to any vaccines and other formalities provided by GlobeSailor in the FAQ section of each Cruise description sheet.

The Traveller is solely responsible for the conformity of travel documents, passports, visas and vaccination certificates, for himself and the persons accompanying him, according to the regulations of the countries concerned.

Any cancellation, denied boarding, shortening of the Cruise resulting from the non-compliance of travel documents, visas and vaccination certificates shall be considered as a cancellation by the Traveller and shall give rise to the cancellation fees set out in Article 5.

7.4 Information

Following the booking of the order, GlobeSailor provides the name, address and telephone number of its local representative and/or subcontractor in the boarding sheet.

GlobeSailor will communicate the departure and arrival times of the Cruise within a reasonable time before the start of the Cruise.

Article 8 - Insurance

GlobeSailor is a member of the Professional Association of Tourism Solidarity (APST) which guarantees, if necessary, either the reimbursement of all the funds received by the Traveller or the continuation of the Cruise under conditions similar to those initially planned.

GlobeSailor has a liability insurance for liability Pro Travel Agent (HISCOX HA Contract RCP0279267) with a guarantee of 1,500,000€, limited to 50,000€ per dispute.

It is advisable for the Traveller to take out travel insurance covering all risks incurred such as: cancellation, repatriation, loss and theft of luggage, medical expenses, legal assistance, cancellation of transport tickets, redemption of deductibles, etc.

Article 9 - Responsibilities

GlobeSailor makes every effort to ensure that the services purchased through its Site are performed under the best possible conditions.

GlobeSailor cannot be held liable in the event of non-performance or improper performance of the contract, which is attributable to the Traveller or results from an unforeseeable and insurmountable event by a third party outside the service or from exceptional and unavoidable circumstances.

Are considered as exceptional and unavoidable circumstances (without this list being exhaustive): strikes outside the parties, lockouts or other social conflicts, demonstrations, riots, blockades, invasions, wars, fires, explosions, sabotage, major weather problems, collisions,

government acts or regulations, major technical failures, serious diseases, diversions justified by the obligation to provide assistance or recourse at sea.

The Traveller shall immediately inform GlobeSailor (by e-mail to info@theglobesailor.com) of any non-conformity found during the performance of the contract. GlobeSailor undertakes to make its best efforts to remedy this non-compliance.

If a significant part of the services offered under the contract can no longer be performed, GlobeSailor offers services of equal or better quality to the Traveller, or of lower quality at an appropriate price reduction. The Traveller may only refuse the services offered if they are not comparable, or if the price reduction is not appropriate.

The Traveller's personal belongings are the sole responsibility of the Traveller and GlobeSailor is not responsible for any damage or loss during the Cruise. The failure of accessory comfort or leisure equipment during the Cruise does not give rise to any compensation.

Article 10 - Personal data

The personal data that the Traveller provides by completing the forms available on the GlobeSailor Sites, namely the name, first name, address, email, telephone, are intended exclusively for GlobeSailor and processed in accordance with the provisions of Law No. 78-17 of 6 January 1978 amended by Law No. 2004-801 of 6 August 2004 on data processing, files and freedoms (the "Data Protection Act").

The collection of this data is necessary for the purpose of GlobeSailor's business, to enable it to ensure the execution of contracts concluded on the Site and to identify the Traveller's needs. The data collected may be transmitted to GlobeSailor's subcontractors as part of the performance of the contract concluded.

The Traveller has the right to access, modify and delete data concerning him/her. He may at any time send a request for information, modification or deletion of personal data concerning him to the following address: info@theglobesailor.com

The Traveller has a right to object to the processing of data concerning him/her, to request a limitation of the processing and a right to data portability. The Traveller has the possibility to lodge a complaint with a supervisory authority.

Article 11 - Applicable law and competent jurisdiction

These General Terms and Conditions are subject to French law.

In the event of a dispute relating to the execution or interpretation of the Cruise sales contract, the Traveller undertakes to send his claims to GlobeSailor at the following address: info@theglobesailor.com

Sending a claim to GlobeSailor must be a prerequisite for any refund request.

The Traveller may file a complaint on the dispute resolution platform put online by the European Commission at the following address: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR

The European Commission will then forward the complaints to the competent national ombudsmen.

Article 12 - Legal information

GlobeSailor Sites are the property of: GLOBESAILOR SAS, a simplified joint stock company with a share capital of €14,329.00, registered in the Paris Trade and Companies Register under number B 489 893 909, whose registered office is located at 2 rue Dulong, 75017 Paris, in the person of its legal representative in office, whose intra-Community VAT number is number: FR 13 489 893 909

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