# GENERAL CONDITIONS FOR BOOKING CRUISES & STAYS

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.

**Stay:** service offered by GlobeSailor in addition or not to the Cruise and consisting of a tailor-made tourist trip with accommodation(s) and/or air services. The services of the Stay are detailed in the order form.

**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 privatise a boat as part of a cruise or a Stay 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 and/or additional Stay on the website.

GlobeSailor advertises Cruise and Stay 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 (Option Way) 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.

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 – Reservation of a Stay

8.1 Terms of reservation and payment

After having discussed the reservation with the Booking Advisor, the Traveller receives an email summarising the offer of Stay, as well as an estimate of the services concerned.

Our offers are valid for 2 hours from the sending of the email. After this period, GlobeSailor does not guarantee the price and availability of the service as specified in the Offer, and if necessary, an offer including the updated price will be sent to the Traveller at his request.

The Traveller receives confirmation of the order and corresponding invoice by email. The travel documents attached to the services (exchange voucher, voucher, airport transfers and/or transport tickets, etc.) are supplied by e-mail.

Travel documents (including vouchers and airport transfers) are sent to the Traveller in good time, and can be sent up to the day before departure.

Payments for the Stay or plane tickets can be paid separately from the Cruise and are subject to separate invoicing.

- Regarding the purchase of plane tickets: 100% of the amount will be collected upon reservation
- Regarding the purchase of ground services (accommodation, transfers, activities, etc.): 50% deposit will be collected at the time of booking and the 50% balance will be collected 45 days before departure.

All the information relating to the deposit and the payment of the balance are included in the order form.

GlobeSailor reserves the right to cancel the reservation if all payments have not been settled 40 days before the start of the Stay at the latest, whatever the origin of this situation.

It should also be specified that certain taxes or additional costs (in particular tourist tax, visa and/or tourist card costs, etc.), imposed by the authorities of certain countries, are not included in the price. These are the responsibility of the Traveller and may have to be paid on site. Taxes/Costs will be indicated separately on the description and/or on the invoice.

In addition, in general, and unless expressly stated otherwise, the prices do not include all expenses of a personal nature or incidental to the service, such as insurance, delivery costs for transport tickets and travel books, excess baggage costs, airport parking costs, vaccination costs and administrative formalities, laundry, telephone, drinks, excursions and more generally any service not expressly included in the order form.

8.2 Price variation

The price of the services may, at the request of the service providers, be modified up to 20 days before the date of departure according to significant variations, in particular upwards, affecting the cost of transport and resulting from the cost of fuel or other energy sources, the level of taxes or fees imposed by a third party (landing or embarkation and disembarkation taxes at ports and airports, including tourist taxes) or exchange rates. These changes will only be reflected in the price of the service in proportion to their share in the calculation of the price of the service.

In the context of an upward modification of more than 8%, the Traveller will be informed and it will be possible for him/her to either accept or to cancel the order free of charge provided that he/she notifies GlobeSailor by email within the specified deadline.

8.3 Administrative and health formalities

In addition to the statements appearing in this article and the specific statements made in the description of the service depending on the country of destination, the Traveller is invited to consult, prior to his/her order, the information and advice provided on the Formalities and Advice issued by GlobeSailor and on the relevant Government Administrative website, relative to the country of destination, and where applicable to the country of transit, and to make contact with the embassies or consulates of the country of destination. GlobeSailor also invites the Traveller to consult these sites regularly until the date of their departure. Unless otherwise stated in the description of the Service, the Traveller is reminded that all costs related to administrative and health formalities remain their responsibility. Nationals of other countries are invited to contact the Embassy of the country of destination in order to find out the specific procedures applicable to them in terms of administrative and health formalities.

It is the Traveller's responsibility to scrupulously comply with the administrative formalities to be completed for crossing borders and to ensure that the surnames and first names appearing on the travel documents (reservations, tickets, vouchers, etc.) correspond exactly to those who appear on their identity document, passport, visas, Esta, electronic travel authorisation, etc.

The surname on the plane ticket must correspond to the surname on the passport or identity card that will be presented at the airport. The first name on the plane ticket must correspond to the first name on the passport or identity card that will be presented at the airport. Any error in surname or first name may be subject to a fee for rectification or may result in the obligation to redeem a ticket.

If a visa is necessary, the Traveller is invited to contact the foreign consular services in the relevant country in good time, because it may be necessary to have sufficient time to produce certain documents depending on the country (form, photograph, extract from criminal record, bank statement, outward and return transport ticket, etc.). Some countries also require that the Traveller provide proof of assistance/repatriation insurance in order to issue the visa.

More generally, GlobeSailor cannot be held responsible in the event of failure or non-compliance with the administrative formalities of the country of destination or transit.

8.4 Health formalities

The Traveller is invited to consult the Travel Formalities and Advice issued by GlobeSailor and visit the websites in the section "health" of each country sheet, in order to find out about all the recommendations and obligations related to possible health risks in the country of destination. It is advisable to anticipate certain formalities, in particular relating to the compulsory vaccines to enter certain countries.

8.5 Cancellation of the order by the Traveller

Any request to cancel an order must be made by the Traveller by email with acknowledgement of receipt to his GlobeSailor advisor. The amount of the costs related to this request will be indicated to the Traveller and must be validated by the latter to confirm their cancellation or cancel their request.

Cancellation of the Stay by the Traveller results in GlobeSailor deducting or invoicing the cancellation fees listed below, unless special conditions have been specified on the description of the Stay. In this case, the latter will prevail over these general cancellation conditions.

The amount of cancellation fees is calculated as follows:

- More than 90 days before the departure date: 30% of the total amount including tax of services

excluding transport + 100% of the amount of transport including tax
- From 89 to 60 days before the departure date: 50% of the total amount including tax of services excluding transport + 100% of the amount of transport including tax
- From 59 to 30 days before the departure date: 75% of the total amount including tax of services excluding transport + 100% of the amount of transport including tax
- From 29 days to the date of departure: 100% of the total amount including tax of the services excluding transport + 100% of the amount of transport including tax

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

The date of receipt of the cancellation request will be taken into account for the calculation of any fees due.

It is expressly agreed that any interrupted Stay or any service not consumed by the Traveller, in particular in the event of no-show at the airport or at the hotel or late presentation at the meeting place will not give rise to any repayment.

8.6 Cancellation or modification of the order by GlobeSailor

GlobeSailor has the possibility, before the Traveller's departure, to cancel their order for any reason whatsoever. In this case, all the sums paid by the Traveller for his/her order will be reimbursed by GlobeSailor, and if necessary compensation equal to the penalty that the Traveller would have incurred if the cancellation had taken place by him/her on this date. These provisions do not in any way prevent the conclusion of an amicable agreement aimed at the acceptance, by the Traveller, of a substitute trip or Stay proposed by GlobeSailor.

GlobeSailor also has the possibility of cancelling an order due to a lack of participants, as specified on the description and/or the order form, in which case this is notified to the Traveller at the latest :

- 7 days before the start of the Stay if the duration of the trip is 2 to 6 days.
- 20 days before the start of the Stay when the duration of the trip exceeds 6 days.

The Traveller will be reimbursed for the amount of his/her order and will not be entitled to any additional compensation.

In the event of cancellation of a flight only service by the airline, all of the sums paid would be returned to the Traveller without GlobeSailor being held liable for the purpose of obtaining any compensation whatsoever.

Finally, when, before the start of the Stay, GlobeSailor or its service provider are prevented from performing the contract due to exceptional and unavoidable circumstances, GlobeSailor will have the possibility of cancelling the Stay, subject to informing the Traveller without delay. The Traveller will be fully reimbursed for their order and will not be entitled to any additional compensation.

## Article 9 - 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 10 - 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 nonperformance 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 email 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 noncompliance.

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 11 - 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 12 - 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 13 - 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 intraCommunity VAT number is number: FR 13 489 893 909

The Publishing Director of GlobeSailor Sites is Olivier Albahary Tel: +33 1 80 88 88 45 70 Email: info@theglobesailor.com

The Sites are hosted by: OVH, 2 rue Kellermann, BP 80157, 59100 Roubaix