



General Terms and Conditions of Sale Happy Sailing SAS – Season 2019 - 2020 *(Updated at Marseille, 4th january 2019)*

1- REGISTRATION

Registration for one of our trips implies your unconditional acceptance of our General Terms and Conditions of Sale. Your request to register for a cruise will be validated as soon as your deposit has been paid. Upon receipt of this deposit, we will confirm your reservation.

A deposit invoice will be sent to you by email within 10 days of registration. Payment can be made directly and securely from this invoice. The payment of the stay must be made in accordance with Article 4 below. The balance invoice will be sent to you by email 60 days before departure. The balance must be paid 60 days before the departure date.

If the balance of the trip has not been received within the set deadline, Happy Sailing reserves the right to cancel the booking without compensation. The deposit paid to Happy Sailing will remain forfeited.

2- FORMALITIES

You are required to comply with all police and health regulations and formalities at all times during the trip. Under no circumstances may Happy Sailing be required to complete any individual formality whatsoever before departure (passport, visa, vaccination booklet, etc.) and throughout the journey, including the completion of customs formalities in the country regulating the export of objects, such as antiques, protected objects, etc.

All practical information given after registration is for information purposes only and is not binding on us. They only concern French citizens. Foreign nationals should check with the relevant embassies or consulates for information on administrative and health formalities.

Failure to comply with these obligations, the impossibility of presenting documents in order on the day of departure, any delay (even resulting from a case of force majeure during an air, rail or land pre-routing of which we are not a supplier), can in no case engage our responsibility or cause costs to be borne by us.

3- SALE PRICE

The sale price includes:

- Full board on board the sailing boat PILGRIM, for the duration of the proposed stay with skipper and hostess;
- Supervision of all activities on the boat;
- The provision of kitesurf and windsurf gear;
- Bedding and towels;
- Safety with the dinghy.

The price does not include:

- The journeys (air or land) to reach the place of embarkation of the sailboat PILGRIM;
- Personal insurance (cancellation, luggage theft, repatriation assistance);
- Additional nights on board (upon prior request of the participant);
- The use of the satellite phone and e-mail on the boat except in case of absolute emergency (accident, death);
- Land-based activities requiring specific supervision (diving, horseback riding, etc.);
- Personal extras (drinks, bars and restaurants, gifts, souvenirs, etc.);
- Museum visits, city visits, paid excursions (horseback riding, car or bicycle rental, plane, etc.);
- Meals taken outside the boat;
- Kitesurfing or windsurfing lessons (except in the case of a training course).

4- TERMS OF PAYMENT AND PAYMENT METHOD

Terms and deadlines for payment:

Directly through the secure payment module integrated into the sending of invoices (CB, PayPal).

Depending on your registration date, the payment deadlines are as follows:

- if your registration takes place more than 60 days before the departure date, the deadlines are as follows: 30% on the registration date and the balance 60 days before departure.
- if your registration takes place within 60 days before the date of departure: 100% of the total price at registration.

The participant's access to the boat and the cruise can only take place when the balance of the stay has been collected by Happy Sailing. You will receive the invoice paid by email a few days after your registration, which will be considered as confirmation of your registration.

Failure to pay after these dates will be considered as a cancellation on your part.

5- CANCELLATION

From the participant :

Any cancellation by the participant before departure must be communicated to us by email for information and sent to us by registered letter with AR for validation. In the event of cancellation of the stay by the participant, the following scale of deductions will be applied:

- If the cancellation occurs more than 60 days before the start of the stay, the deposit paid to Happy Sailing remains valid as a forfeit.
- If the cancellation occurs between 60 and 30 days before departure: 60% of the total price of the stay is due to the organizer.
- If the cancellation occurs less than 30 days before departure: the full price of the stay is due to the organizer. In this case, no refund will be made to the participant.

Cancellation by the organizer :

Until the last minute, a cancellation can occur in imposed circumstances and beyond our control (problems related to the boat: material damage, injured crew and inability to drive the cruise, administrative problems, etc.).

In these cases of cancellation, the organiser undertakes to offer the participant either a replacement cruise or a full refund (excluding flight ticket and insurance), but no other compensatory compensation will be granted.

Cancellation for reasons beyond the control of Happy Sailing and the participant:

Strikes, flight cancellation, earthquakes or other natural disasters that directly or indirectly prevent the stay from taking place. In these cases, which are beyond the control of Happy Sailing and the participant, the financial burden will be shared equally between Happy Sailing and the participant. Happy Sailing will therefore reimburse the participant 50% of the amount of the cruise if it has been paid in full, under the conditions provided for in these General Terms and Conditions of Sale.

6- TRANSPORT

The participant is solely responsible for his transport to the place of embarkation on the PILGRIM sailboat (air, train, bus, taxi, etc.). Happy Sailing cannot therefore be held responsible in the event of cancellation, delay or accident related to transport.

However, we would like to draw your attention to the constraints inherent in chartered flights, as the airline may cancel or postpone a departure within 24 hours

before or after the scheduled date. Therefore, we recommend that you bring refundable and/or modifiable tickets for your trip, and avoid important appointments on the days following your trip. Airport or terminal changes may also occur.

Luggage

During air transfers, your luggage is the responsibility of the airline. Any dispute during these transfers must be dealt with directly between the participant and the Transmission Provider. For the rest of the trip, your luggage remains under your own responsibility.

7- LIABILITY AND INSURANCE

The PILGRIM sailboat is insured by the company:

Pantaenius America Ltd. - Suite 318, 500 Mamaroneck Avenue - Harrison, NY 10528, contract 21298609-44 / HIN HANS0259H213.

However, Happy Sailing cannot replace the individual civil liability of which each participant must be the holder.

Happy Sailing asks the participant to be covered by travel assistance and repatriation insurance. The participant is asked to provide the organiser with a copy of the insurance certificate and to bring the original with him when travelling. In addition, it is strongly recommended that the participant take out cancellation insurance in the event of cancellation of the stay by him/her.

Responsibility :

If unforeseen events or compelling circumstances involving the safety of the participant so require, Happy Sailing reserves the right, during the tours, directly or through its skipper, to modify the scheduled schedules or itineraries without the participant being able to claim any compensation. Each participant must be aware that he or she may run risks of any kind due to local conditions (distance from medical centres, lack of means of communication, poor condition of certain infrastructures, etc.). He assumes them on his own behalf and on behalf of his beneficiaries in full knowledge of the facts and undertakes not to hold Happy Sailing liable for them.

Happy Sailing reserves the right to expel at any time from a group a participant whose behaviour may be considered to endanger the safety of the group or the well-being of other participants. No compensation would be due.

Neither Happy Sailing nor the skipper of PILGRIM can be held liable in the event of an accident during the duration of the stay, either on board or during shore excursions, unless the fault of the organiser or the skipper is proven.

Each participant must ensure that he/she meets the conditions for access to a country (passport and any visa in order). Neither the skipper nor Happy Sailing can be held responsible in the event of a ban on one or more participants entering a country;

The skipper is the only judge of the course and the navigations. Neither he nor Happy Sailing can be held responsible in case of delays due to administrative contingencies, weather conditions, technical problems.

A delayed return will not give rise to any compensation or compensation. If the conditions do not allow access to the planned airport, the intermediate means of transport shall remain the responsibility of the participant.

8- LITIGATION

Any dispute that may arise will systematically be the subject of an attempt at amicable conciliation. If this does not succeed, it will fall under the jurisdiction of the Tribunal de grande instance de Marseille.