

TERMS AND CONDITIONS OF SALE & TERMS OF USE OF THE ESCAPADE D'AZUR WEBSITE

In reading the following terms and conditions, the trade name ESCAPADE D'AZUR is necessarily associated with: Sas Loisirs transports services, Escapade d'Azur Siret 850 076 993, whose registered office is located at 585 chemin des hautes valettes in Tournettes sur loup.

To use the Booking Space, you must be at least 18 years old, legally capable of entering into a contract, and use this site in accordance with these Terms and Conditions. You are financially responsible for the use of the site in your name or on behalf of third parties, including minors, unless you can demonstrate fraudulent use not resulting from any fault or negligence on your part. You also guarantee the truthfulness and accuracy of the information provided by yourself or any other third party using your data on this Site.

RESERVATION AND CANCELLATION OF BOOKINGS

The reservation procedure includes at least the following steps:

1. Follow the instructions and enter your request with as much detail as possible.
2. Indicate your choice of cruise, day or evening, the date on the website calendar.
3. You can then, subject to having previously accepted these terms and conditions, validate your request.

A message will inform you that your request has been processed.

4. The request is then validly recorded.

5. Escapade d'azur will send you, as soon as possible and in any event within three days following your request, by email, the confirmation of the availability of your reservation and/or the corresponding personalized quote. No firm reservation or payment is possible online.

After being contacted by the company Loisirs transports services and having made your payment through a secure link sent to your email, you will receive a receipted invoice guaranteeing your reservation. It is your responsibility to ensure that the contact details you provide when making your request are correct and will allow you to receive the confirmation of your reservation and/or benefit from the Products or Services ordered. In the event that you do not receive this confirmation, it is your responsibility to contact Escapade d'azur at 33(0) 7 83 80 26 18 or 33(0) 7 86 54 89 84.

PAYMENT BY CREDIT CARD AND E-COMMERCE

The staff of the company Escapade d'azur is authorized to receive by telephone the information concerning your credit card in order to pay for the services requested from the company Loisirs Transports Services. The interface used is secured by the bank "Caisse d'Epargne". Your credit card data is not recorded or stored. Once the payment has been made by secure CB link (+1% bank charges for cards outside the European Union) or by bank transfer, your reservation is definitively validated. For the cancellation of the reservation, refer to the article "CONDITIONS OF CANCELLATION OF YOUR EXCURSION".

CONDITIONS OF THE EXCURSION

Escapade d'azur reserves the right to modify the itineraries or cancel the services in case of bad weather conditions. Only the captain is authorized to judge the navigation conditions and may cancel a maritime service. In the event of cancellation by Escapade d'azur, passengers may be refunded. Swimming is allowed during stops under your responsibility. Under no circumstances can the loan of swimming equipment be considered as supervised water activities. Passengers undertake to comply with the regulations on board the ships established by Escapade d'azur, as well as to comply with the orders of the captain and his staff. Passengers must arrive 15 minutes before the departure time. No refund can be demanded in case of passenger delay.

TRANSPORT TICKET AND ACCEPTANCE OF CONTRACTUAL CONDITIONS

The subscription of a reservation by accepting the quote and making the first payment is a contract that implies the acceptance of these general terms and conditions of sale and transport by all participants in the nautical and aquatic activities offered by Escapade d'azur for whom the reservation has been made. It is governed by the contractual provisions provided for between the parties as well as the mandatory legal and regulatory provisions provided for by the Transport Code as well as the implementing decrees of Law No. 66-420 of June 18, 1966, and in particular Decree No. 66-1078 of December 31, 1966 relating to maritime charter and transport contracts.

HEALTH STATUS OF PASSENGERS

Passengers must notify Escapade d'azur of any contraindication or incapacity that would prevent the performance of the services it offers (Nautical activities: maritime excursions, water sports, swimming, snorkeling, etc.). Passengers board at their own risk and cannot hold Escapade d'azur responsible in the event of bodily injury related to their health condition (disability, illness, etc.), either on board or during embarkation or disembarkation operations, or during nautical or aquatic activities. Passengers who, due to their health condition, need special assistance during the excursion or nautical and aquatic activities (disabled person, visually impaired, etc.) are invited to inform the navigational staff of Escapade d'azur at the time of booking and embarkation.

PREGNANT WOMEN

Pregnant women can go on a sea excursion, under their full responsibility, from 2 months to 6 months of pregnancy, provided that they present Escapade d'azur with a medical certificate stating that there are no contraindications to maritime navigation. However, they cannot hold Escapade d'azur responsible for any bodily injury that may occur. Escapade d'azur cannot be held responsible for any bodily injury or other incidents related to pregnancy.

CHILDREN

We do not allow children under 1 year old on board (the boat cannot accommodate strollers). An ID card for your children will be requested before boarding.

MINORS:

Escapade d'azur does not transport unaccompanied minors. They will embark and take part in excursions, water sports and aquatic activities under the exclusive responsibility of their accompanying adult(s).

Children under two years of age must wear a suitable life jacket. Parents must notify Escapade d'azur of their presence when booking or before boarding.

BODILY INJURY:

Passengers must notify Escapade d'Azur of any damage incurred during excursions or water sports activities before leaving the ship.

Passengers must report any damage to their person and/or property (personal items, etc.) to the ship's staff. Escapade d'azur will draw up a joint report in the presence of the passenger(s) concerned before leaving the ship. Failing to comply with this requirement, passengers will be presumed to have disembarked safe and sound and their belongings in good condition.

Escapade d'azur declines all liability, except in cases covered by articles L5421-2 et seq. of the French Transport Code, for personal injury sustained during navigation, excursions or water sports activities, or during embarkation or disembarkation operations, either at ports of departure or destination, or at ports of call, or at sea during swimming.

PERSONAL ITEMS OR EQUIPMENT :

Passengers may take on board their personal equipment (camera, mask, snorkel, fins) under their own responsibility.

Escapade d'azur declines all responsibility for luggage, objects or personal equipment taken on board by passengers, as well as for money, jewelry or other valuables left on board during excursions or any other activity offered by Escapade d'azur, under the exclusive responsibility of their owners.

LOAN OF EQUIPMENT FREE OF CHARGE :

Escapade d'azur may make equipment available to passengers free of charge as part of the nautical and aquatic activities it offers (flippers, paddles, inflatable mattresses, etc.), without this being contractually binding.

In such cases, defective equipment does not entitle the customer to a refund or reduction of any kind.

Escapade d'azur reserves the right to take legal action against passengers who wilfully damage or deface equipment loaned free of charge.

ORGANIZATION OF FESTIVE EVENINGS AND EXCURSIONS :

As part of the festive evenings and excursions organized by Escapade d'azur (cocktails, parties, bachelorette or stag parties, anniversaries, team building, etc.) the consumption of alcohol and tobacco in moderation is permitted.

For reasons of passenger safety and comfort, Escapade d'Azur staff may limit or prohibit the consumption of alcohol or tobacco.

The use of narcotics and CBD is prohibited on board.

Escapade d'azur may take all necessary steps, or impose constraints, on passengers who, because of their behavior: endanger a person or a member of staff, damage or deteriorate property belonging to Escapade d'azur, prevent staff from carrying out their duties, do not respect the recommendations and instructions of members of staff or the captain.

Escapade d'azur reserves the right to disembark passengers who, due to their behavior, endanger the safety, tranquility or comfort of other passengers or members of staff, without this entailing any reimbursement of the service.

FINANCIAL CONDITIONS

The descriptions of the Services presented on the Site or in our commercial documents specify, for each service, the services included in the price. Prices are indicated in Euros. Service prices are generally understood to include all taxes, fees and related service costs. In all cases, the precise description of the options and services chosen will be the subject of a written service offer with a validity date. This offer will be accepted by signature by the customer, and payment of the deposit will be deemed to constitute acceptance.

In the event of irregular, incomplete or non-existent payment, for any reason attributable to you, the sale of these services will be cancelled, and you will be liable for the resulting costs, and may be subject to civil and/or criminal proceedings.

Payment 30% on reservation, non-refundable.

The balance 30 days before embarkation, non-refundable.

For bookings made more than 3 months before departure, a 10% deposit is required, which is retained in the event of cancellation by the customer.

30% of the offer must be paid no later than 3 months before departure.

No embarkation will be made unless full payment is received prior to departure.

TOUR CANCELLATION CONDITIONS

Cancellation by the customer:

Up to 91 days before departure, cancellation fee: 10%.

Between 90 days and 31 days before departure, cancellation fee: 30%.

From 30 days to departure, cancellation fee: 100%.

Loisirs Transports Services reserves the right to accept or refuse deferrals.

No refunds for bad, rainy or cloudy weather.

No refund possible for illness of one of the passengers.

Cancellation by Loisir Transports Services:

In the event of damage, technical breakdown of the ship, illness of the captain, bad weather conditions preventing navigation: full refund of sums advanced, no expenses retained.

The captain is the sole judge when considering a cancellation due to bad weather.
A postponement may be considered by mutual agreement between the customer and Loisirs Transports Services.
Full refund for cancellations in response to government directives.
The customer will not be entitled to any compensation from Loisirs Transports Services following cancellation of the booking by Loisirs Transports Services.

PHOTOS AND ILLUSTRATIONS

Escapade d'azur makes every effort to provide photos and illustrations to give you an idea of the services selected. These photos are not contractual and do not commit Escapade d'azur to the services booked.

PROPOSED ACTIVITIES

Certain activities offered by Escapade d'azur and indicated in the description on the Site may be cancelled, notably for climatic reasons or in the event of force majeure.

INTELLECTUAL PROPERTY RIGHTS

Escapade d'azur is the owner of all intellectual property rights relating to the Site which belong to them or hold the related usage rights.
Access to the Site does not give you any right to the intellectual property rights relating to the Site, which remain the exclusive property of Escapade d'azur.
The elements accessible on the Site, notably in the form of texts, photographs, images, icons, maps, sounds, videos, software, databases and data, are also protected by intellectual property rights.
Except as expressly provided herein, you may not, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the Site without the prior written consent of Escapade d'azur.

LIABILITY AND GUARANTEES

On the webSite

Escapade d'azur does not warrant that the Site will be free from defects, errors or bugs, or that defects, errors or bugs will be corrected, or that the Site will operate without interruptions or failures, or that the Site is compatible with any equipment.
You declare that you are aware of the characteristics and limits of the Internet, in particular its technical performance, response times for consulting, querying or transferring data, and the risks associated with the security of communications.

On transport related to excursions

Transport is governed by the laws of June 18, 1966, January 3, 1967 and December 23, 1986, as well as the related decrees. The carrier cannot be held responsible for changes to the route, timetable or cancellation of departures due to force majeure, fortuitous events or other reasons. Once the ship has departed, no claims will be accepted concerning either the applicable fare or the route taken.

PROTECTION OF PERSONAL DATA

In accordance with article 32 of the French Data Protection Act of January 6, 1978, Escapade d'azur hereby informs you that all data transmitted will remain confidential and at the discretion of Escapade d'azur, and may not be transmitted to a third party.

APPLICABLE LAW

The general terms and conditions, and more generally the contract you enter into with ESCAPADE D'AZUR, are governed by French law. Any dispute relating to their interpretation and/or performance shall be referred to the French courts.

PERSONS WITH REDUCED MOBILITY :

The Catamaran Lagoon 560, Escapade 2, is unfortunately not accessible to people with reduced mobility.

IMAGE RIGHTS AND RESPECT FOR PRIVACY

We kindly ask our passengers to inform us upon their arrival on board that they refuse the use of any group photos taken on board the Escapade d'Azur for advertising purposes on our website and social networks linked to Escapade d'Azur.

Disputes: for any dispute between the customer and Loisirs transports services, Ms Bruschi Isabelle Siret 43360800700020 , business consultant, will be the first point of contact and will open a mediation link in the first instance.

The client undertakes to have read and understood these general terms and conditions of sale, and to have informed all passengers in his or her group whom he or she wishes to take on board Escapade 2.

These terms and conditions will be deemed accepted upon receipt of the 1st deposit or payment of our offer. V27012024.