

GENERAL SALES CONDITIONS BAREBOAT RENTAL (WITH LICENSE and WITHOUT CREW) (V2LCN-2024) from March 1, 2024

Presentation of NAUTIQUES EXPERIENCES PRO : NAUTIQUES EXPERIENCES PRO is a brand of the company KCOB SAS, an independent entity under French law. Depending on the type of service (rental or cruise), NAUTIC EXPERIENCES PRO plays the role of broker-intermediary between client-renters (or their intermediaries) and boat rental companies which are responsible for local services (boats, equipment, services). In the context of cabin or private cruises, NAUTIC-EXPERIENCES PRO acts as a charterer vis-à-vis cruise customers or their intermediaries, assuming responsibility for services linked to the chartering of boats, equipment and services. NAUTIC EXPERIENCES PRO is a maritime and coastal transport company for cruise lines. It is not a travel agency and is not subject to the legal regime that characterizes tour operators.

PRICES and GENERAL CONDITIONS OF RENTAL OR CHARTER : The rates specified when booking are in Euros and all taxes included (unless otherwise indicated). The reservation conditions, including the deposit and the balance, are detailed in the quotes previously provided to the tenant and included in this reservation. Mentions and information such as prices, options, schedules, logistics and formalities present in our commercial documents and on our website are provided by the different ship-charterers. This information is confirmed at the time of booking.

The price includes: The boat, its equipment and any options paid to NAUTIC EXPERIENCES PRO, as well as the berth at the base for the first and last night (unless otherwise indicated).

The price does not include (unless otherwise stated): fuel used, food (including that of the skipper, if applicable), transfers, berths, local taxes and options to be paid at the base, specified in this reservation and in the "Client-Renter Arrival/Departure Information" document given and transmitted to the shipowner-charterer before departure.

In the event of a request to modify the reservation by the client-renter (dates, boat), NAUTIC EXPERIENCES PRO will endeavor to satisfy the client-renter with the agreement of the shipowner-charterer, without invoicing of fees, within the customer-tenant service framework.

For countries outside the Eurozone, prices may be adjusted without notice depending on exchange rate variations. An adjustment to payments will then be made upon presentation of supporting documents by NAUTIC EXPERIENCES PRO. This modification will be applied on the date of payment of the balance of the reservation.

For all destinations, if, for an official legislative or regulatory reason stipulated in France or in the country of destination, the prices all taxes included applied to this reservation are modified, this modification will be applied after information and corresponding justification to the reserving party.

If booking made more than 8 weeks before departure, the balance of payment must be paid 8 weeks before the departure date.

RESERVATION AND PAYMENT CONDITIONS : The reservation is only effective after payment of a deposit of 50% of the total amount of the service, the balance being paid no later than 45 days before the start of the service.

If this condition is not respected, NAUTIC-EXPERIENCES PRO may consider this to be a cancellation on the part of the client-renter and the deposit will not be refunded. For any payment from abroad, the costs incurred will be the responsibility of the client-renter or his representative.

RESERVATION and RENTAL CONTRACT : The client-tenant or his representative assumes responsibility for the efficient management of the reservation, payments, as well as the collection and transmission of the documents and information necessary for the file, both vis-à-vis the tenant and the local shipowner-charter. Before departure and after full payment for the

planned service, NAUTIC EXPERIENCES PRO will issue you with your “Boarding Pass” and the “Client-Renter Arrival/Departure Information” document. The “Boarding Pass” is the essential document to present to the local service provider upon arrival at the boarding base. It compiles all the data relating to your reservation, simultaneously confirming that the file is complete and that all necessary payments have been made.

The “Client-Tenant Arrival/Departure Information” document details all information relating to arrival and reception at the base. It also reminds you of the options and other possible costs which must be paid upon arrival on site. As each country has its own laws and regulations, which must be complied with, each booking is subject to the local charter conditions stipulated by the shipowner. A rental contract complying with these obligations will be established accordingly.

This rental contract legitimizes your presence on board and your status as tenant, in accordance with the boat manager, and must be presented in the event of an inspection by the local authorities. Handed over by NAUTIC EXPERIENCES PRO to the client-renter or at the latest upon arrival at the departure base, this rental contract, issued by the shipowner-charter manager, will be signed by the client-renter as well as by the representative of the shipowner-charter.

CONDITIONS OF CANCELLATION AND MODIFICATION BY THE FREIGHTER N.E Pro OR THE SHIPOWNER : In the event that, due to damage or any obstacle (whether of a technical, logistical or force majeure nature), the boat initially planned becomes unavailable, NAUTIC EXPERIENCES PRO or the shipowner -charterer will endeavor to replace it with a boat offering comfort and capacity comparable or greater than those initially planned. In the event that replacement is absolutely impossible, NAUTIC EXPERIENCES PRO will return the sums paid for the reservation without the client-renter being able to claim other reimbursements, damages or interest. In the event of partial cancellation, the same reimbursement conditions will apply calculated in proportion to the days on which the client-renter was deprived of the use of the boat, excluding any other form of financial restitution. Costs incurred by the client-renter prior to the event, such as visa costs, transport costs, pre- and post-delivery costs, vaccination costs, etc., will not give rise to any reimbursement or compensation.

CANCELLATION CONDITIONS BY THE AGENCY OR THE CUSTOMER-TENANT : Pursuant to the provisions of Article L 121-21-8 of the Consumer Code, the services offered do not benefit from the right of withdrawal provided for in Articles L 121-21 et seq. of the Consumer Code regarding distance selling. , in particular Article L221-28. Consequently, the services ordered are exclusively subject to the cancellation and modification conditions provided for in these General Conditions of Sale and the customer-renter cannot invoke the right of withdrawal. Payment of a deposit constitutes acceptance of the offer and these General Conditions of Sale even without physical signature of the reservation voucher

If the client-renter or his representative is obliged to cancel the reservation, please send written notification to NAUTIC EXPERIENCES PRO without delay. Since the boat is reserved and blocked for the client-renter, this procedure aims to lift the reservation. It should be noted that the client-renter has the possibility of taking out Cancellation Insurance with NAUTIC EXPERIENCES PRO within 7 days from the date of reservation or its representative.

The fees retained will be detailed as follows:

From the reservation date and more than 8 weeks before the departure date: 50% of the total rental amount

Less than 8 weeks before the departure date: 100% of the total rental amount.

The cancellation conditions stipulated in the shipowner-charter contract will be applied, and NAUTIC EXPERIENCES PRO will retain a lump sum corresponding to 15% of the total amount (excluding options) initially provided as compensation.

CONDITIONS FOR MODIFICATION BY THE AGENCY OR THE CUSTOMER-TENANT : The reservation with NAUTIC EXPERIENCES PRO is considered firm and definitive. If the client-renter

or his representative wishes to make changes to the reservation, such as the date, boat or place of departure, he must submit a written request (by e-mail). This request will be subject to validation of the initial basis, and if approved, the client-tenant or his representative will have to assume the costs associated with these changes. Any request for cancellation or modification must be notified by registered mail or by email with acknowledgment of receipt, addressed to the NAUTIC EXPERIENCES PRO headquarters. In case of modification, the desired dates must be specified.

A date postponement, if accepted, will not result in a postponement of the cancellation fees, which will remain based on the calendar dates of the original file. Modification requests, if feasible, will only be taken into account if the customer-tenant or his representative is up to date with his payments. Each order can only benefit from one date modification. The signing of a quote, an order form, confirmation by e-mail or the payment of a first deposit, even partial, immediately and definitively binds the client-tenant. Cancellations are only possible under the aforementioned conditions.

In the event that the client-renter fails to show up for boarding or is refused boarding, whatever the reason, this will be considered a cancellation by the client-renter on the day of departure. If the client-renter confirms the reservation by paying a deposit, by any means of payment accepted by NAUTIC EXPERIENCES PRO, and the cruise is no longer available, the deposit will be immediately refunded. No compensation can be claimed by the client-tenant.

Administrative and health formalities must be completed at the expense of the client-tenant or his representative and at their initiative. If boarding is impossible due to failure to complete the necessary formalities, no refund will be possible.

FRANCHISE – CAUTION : The shipowner-charter insures the boats in his fleet against all material risks, with an excess corresponding to the boat's insurance contract. The amount of the deposit, specified on the reservation form as well as on the quotes provided, is intended to cover this insurance excess. The deposit is paid upon boarding to the services of the shipowner-charter, generally by means of a "pre-authorization" on the bank card of the client-renter or in cash. It is therefore essential to check that the amounts authorized on the customer-tenant's bank card cover the amount of the deposit provided.

At the end of the cruise, the deposit is returned within a maximum of one month, provided that there is no damage or loss. The deposit thus represents the maximum amount that can remain the responsibility of the client-renter in the event of a material accident. It should be noted that the client-tenant has the possibility of taking out insurance to cover this deposit.

INSURANCE : The price of the rental or cruise includes the insurance which guarantees the boat as well as the liability of the client-renter towards third parties in the event of an accident linked to the vessel. It is important to note that insurance does not cover client-renters nor their personal effects, nor their individual civil liability. Bikes, paddles and other equipment rented are also the responsibility of the client-renter, and in the event of loss or theft, the associated costs will be invoiced to the latter.

It is strongly recommended that rental customers take out comprehensive travel insurance, covering various risks such as cancellation, repatriation, loss, damage and theft of luggage or personal items, medical expenses, accidents, legal assistance, as well as the cancellation of plane tickets or other transport tickets, and the consequences of a possible delay.

It should be noted that insurance included in payment cards can sometimes be restrictive and difficult to implement. In the event of an accident occurring during the rental or cruise, the coverage of our civil liability insurance would only apply in the event of fault on our part. In the absence of fault on our part having caused the accident, liability falls exclusively to the insurance of the client-renter.

It is important to emphasize that NAUTIC-EXPERIENCES PRO declines all responsibility towards rental customers who choose to travel without travel insurance. Taking out insurance is strongly recommended to ensure adequate protection against the various potential risks encountered during your stay.

BEHAVIOR – RESPONSIBILITIES & CASE OF FORCE MAJEURE : The customer-renter undertakes to respect the boat rental conditions resulting from local regulations as well as the conditions requested by the shipowner-charter and which are specified in the reservation document and on the customer-renter Area:

- Coastal or offshore navigation license (required in certain countries)
- CRR (restricted radio operator certificate) (required in certain countries)
- Nautical Experience: proof of sufficient sailing experience on a similar boat.
- Identity document (a P.I. for each member of the crew)
- Proof of address (depending on the country)

The client-tenant undertakes:

- not to use the boat without prior authorization as part of regattas, rallies or other gatherings.
- to respect any restrictions relating to navigation at night and/or outside the territorial waters of the country of departure base.
- to respect the scheduled times for returning the boat and failing that to bear all the consequences and costs which would then be attributed to him.

For Europe and the Mediterranean, with some exceptions, a mandatory return to port is required on Friday at the end of the afternoon.

This schedule must be scrupulously respected because the shipowner-charter organizes the check-out (control of the boat) and the return formalities at this precise moment.

In the event of damage or the need for technical intervention, the shipowner-charter can begin repairs immediately.

Please note: on most reservations, it is mentioned that you are authorized to spend the last night on board and to leave the boat on Saturday morning.

- For most exotic destinations including the Antilles, boarding takes place at the end of the day and the first night must be spent at the dock. Handovers take place the morning after boarding from 8:00 a.m.

NAUTIC EXPERIENCES PRO and/or its shipowner-charter partner must provide the client-renter with a boat in perfect seaworthy condition, equipped and insured in accordance with the territorial and maritime laws and regulations decreed by the competent authorities of the navigation area concerned.

This confirmation is made when taking control of the boat by signing an inventory and a condition report of the boat, documents signed by both the client-renter and the representative of the shipowner-charter, as well as by submitting the boat's mandatory documents (boat registration document, survival review, insurance certificate).

The shipowner-charter assumes full responsibility for the information provided, the good condition of the boat, as well as its equipment. Under no circumstances can NAUTIC EXPERIENCES PRO be held responsible for accidents, incidents, technical problems, damage, losses or theft occurring during the rental and cruise. This also includes possible shortcomings of the shipowner-charter, such as the cleanliness of the boat, missing or faulty equipment, as well as maintenance defects.

Our commitment is manifested in the rigorous selection of the best service providers and the best boats, thus guaranteeing the smooth running of the rental, from taking charge of the boat until your return. Our team is at your disposal 5 days a week thanks to our cruise rental service.

In the event of a reservation without a professional skipper, the shipowner-charter is alone in assessing the skill level of the client-renter. Depending on this evaluation, it reserves the right to impose a professional skipper for all or part of the rental period, with additional costs borne by the client-renter. The latter undertakes to respect the terms of the reservation and to use the boat "as a good father" in accordance with the rules in force in the countries concerned. Costs such as fines, local taxes, exit from the territory, abandonment fees, and late return are the responsibility of the client-renter.

NAUTIC EXPERIENCES PRO cannot be held responsible for faults and errors committed by the client-renter, whether they are in contradiction with local maritime law or by non-observance of maritime rules, customs, and good behavior. Furthermore, NAUTIC EXPERIENCES PRO and the shipowner-charterer will not be responsible for the possible consequences of force majeure such as strikes, political or economic events, land, climatic or maritime disturbances. However, as part of its customer-renter service, NAUTIC EXPERIENCES PRO undertakes to assist the customer-renter to best deal with any complaints and possible requests.

Will be considered as force majeure events, without this list being exhaustive: acts, incidents, non-events, accidents, cases of force majeure beyond the reasonable control of NAUTIC-EXPERIENCES PRO or its shipowner-charter partner. This includes strikes outside the parties, "lockouts" or any other social conflict, demonstrations, riots, blockades, invasions, wars, fires, explosions, sabotage, serious weather problems, collisions, strandings, government acts or regulations (including notices from the Ministry of Foreign Affairs or the equivalent of the sending or receiving country imposing the suspension of the destination), major technical failures, serious illnesses, epidemics, or any situation requiring diversion during the period of use (in accordance with international maritime regulations requiring assistance and rescue at sea). The client-tenant undertakes to accept the necessary emergency interventions as well as any delay or inconvenience that may result. The Captain or Skipper has full authority to make the necessary decisions.

In the event of problems linked to force majeure, NAUTIC-EXPERIENCES PRO or its shipowner-charter partner cannot be held responsible and has no obligation to provide a replacement vessel or alternative accommodation, to reimburse, to repatriate, or to pay compensation for any reason whatsoever, in particular the return costs from the port of disembarkation to the homes of the passengers and the client-renter.

If an absolute official ban on the destination is issued by the French Ministry of Foreign Affairs or by the SETO (Association of French Tour Operators), in the event of a significant deterioration in the interest, condition or safety of the stops, whatever the cause, or in the event of absolute impossibility of reaching the port of embarkation for unavoidable reasons totally independent of the will or possibilities of the client-tenants themselves (excluding strikes, delays, cancellations affecting transport, companies, ports, airports and related services), lost rental days, from one full day up to the total cruise, will be compensated by a credit valid on a future cruise for 3 years.

For technical reasons, delays or risks, the ship could be replaced by another ship of equivalent or higher category, offering the same objective elements of comfort, such as cabins, bathrooms, meals and crew mentioned in the contract.

SPECIAL REQUIREMENTS AND DISABLED CUSTOMERS-TENANTS : It is crucial that the client-tenant or his representative informs us of specific needs and requirements (diet, 220V equipment for equipment, etc.) so that arrangements can be put in place. NAUTIC EXPERIENCES PRO or the partner shipowner cannot be held responsible if you fail to inform us of needs or requirements likely to affect the rental or cruise.

Before registering people who are fragile, disabled or at health risk, it is imperative to provide all the necessary details. Boarding may be refused without refund or compensation in the event of failure to comply with this requirement.

ITINERARY & TOURIST INFORMATION AND EXCURSIONS : Itineraries, journey times and stopovers are provided for information only and may be modified without notice due to regulatory, technical, safety or weather requirements, with the aim of avoiding navigation in uncomfortable conditions as much as possible. . Stopovers mentioned as "at the dock" can be made at anchor if no berth is available. Likewise, a stopover "at anchor" can be replaced by a stopover "at the quayside". Boardings and disembarkations can sometimes be done in an annex. Journey times are based on normal sea conditions.

PASSPORTS AND VISAS : It is the responsibility of all renters or their representatives to ensure possession and presentation of valid travel documents, such as passports and visas necessary for entry into the countries visited, including bus stops. transit. The client-renter is solely responsible for the conformity of travel documents, passports, any visas and vaccination certificates, both for himself and for those accompanying him. This responsibility extends in particular to Passengers of nationalities outside the Schengen Area and to children, remembering that the latter must have their own passport.

Some countries have strict requirements regarding minors and the documents required for admission. It is imperative that parents verify the necessary documents with the relevant authorities, in order to avoid any inconvenience during the trip.

In the context of international navigation, the client-renter must send to NAUTIC EXPERIENCES PRO a photocopy of the passports of all the planned passengers, at least 10 days before departure. This measure aims to help avoid any delays during boarding. It is important to note that the provision of copies of passports does not relieve the client-renter or his representative of his responsibility for compliance with administrative requirements.

Any information provided by NAUTIC EXPERIENCES PRO concerning formalities in the countries crossed is limited to adults of French nationality. For all other cases, it is up to the client-tenant to consult the Consulates concerned, in particular for entry-exit authorizations for minors. Proactive customer-renter collaboration is crucial to ensuring a pleasant and worry-free browsing experience.

PETS : For an additional fee, on the majority of boats pets are welcome on board, this must be confirmed in writing at the time of booking. However, the client-renter must under no circumstances use the on-board equipment (bedding, dishes) for their animal, and must provide themselves with any accessories necessary for their animal's life on the boat. All cleaning, sanitary, quarantine and other costs are the sole responsibility of the client-tenant. The owner must provide a life jacket suitable for their animal, as well as valid health documents before boarding. It is recommended that owners contact the consulates or embassies of the countries concerned about the regulations relating to the introduction of pets, and to check with their veterinarian the compatibility of the trip with the health of their animal, particularly in this regard. regarding air travel. France can also impose special measures for the reintroduction of animals into its national territory.

DISPUTES and CLAIM : In the event of technical or logistical problems, customer-renters, or their representatives, are required to immediately present these questions or complaints to the base authorities and representatives of NAUTIC-EXPERIENCES PRO for optimal resolution in a spirit of cooperation. Failure to follow this procedure will render subsequent claims invalid. In the event of persistent disagreements with the shipowner-charter partner or local service providers, NAUTIC-EXPERIENCES PRO will intervene upon receipt of an email or letter, accompanied by all relevant supporting documents such as reports and photos. This must be submitted within a maximum of 8 days after the rental or cruise ends.

In the absence of an amicable agreement within one month from the start of the dispute resolution process, the matter may be brought before the courts of Paris, as expressly stipulated, regardless of the plurality of defendants or parties. warranty claims. This contract is governed by French law. Any dispute arising from this contract, including its validity, interpretation, execution, termination, consequences and consequences, will be submitted to the competent courts of common law.

In accordance with Directive 90/314 of June 13, 1990 of the Council of the European Community, the rental or cruise as offered by NAUTIC-EXPERIENCES PRO does not constitute a package. In the event of a dispute, the Commercial Court of the place of embarkation will be the sole competent authority (Brussels Convention of 09/21/68, article 5/1). The legal relations between NAUTIC-EXPERIENCES PRO and each service provider specifically concern the establishment of a rental or charter contract. NAUTIC-EXPERIENCES PRO cannot intervene in the execution of the rental contract, each service provider acting as an independent rental company. Once picked up by the departure base, you fall under the responsibility of the base representative, and NAUTIC-EXPERIENCES PRO is released from any liability concerning complaints and claims, except in the case of acts or omissions of the part of NAUTIC-EXPERIENCES PRO. If one of the clauses of the contract or of the General Conditions should be declared inapplicable or is invalidated for any reason, this invalidity or inapplicability will not affect the application or validity of the other provisions. These General Conditions of Sale apply to all NAUTIC-EXPERIENCES PRO commercial brands. NAUTIC-EXPERIENCES PRO can never be held liable for indirect damage.

After contacting the NAUTIC-EXPERIENCES PRO Customer-Renter Service and in the absence of a satisfactory response within 2 months, the customer-renter or his representative may contact the mediator of the Consumer Mediation Center Justice Conciliators, whose contact details and referral procedures are available on its website: www.cm2c.net. Pursuant to article L 121-20-4 of the Consumer Code, the rental or cruise booked by telephone or via the Internet with NAUTIC-EXPERIENCES PRO does not benefit from the right of withdrawal provided for in article L 121-20 of the same code.