CATAMARAN « THE GOOD LIFE »

General Terms and Conditions of Sale and Cancellation

Day Cruises — St. Maarten

PREAMBLE

These general terms and conditions of sale and cancellation (hereinafter "the Conditions") govern the booking and sale of cruise services on board the catamaran "The Good Life".

> **The Service Provider:** SAS AC. SXM, operator of the Adam & Eve Residence and the catamaran "The Good Life". Capital of €777,000. SIRET 788 832 475 00016. Registered office: rue du Cabestan, Parc de la Baie Orientale, 97150 Saint-Martin. Tel. +590 690 72 62 61. E-mail: clemence@catamaransxm.com or caroline@catamaransxm.com

Any booking implies the full and complete acceptance of these Terms and Conditions by the customer (hereinafter "the Customer").

Article 1 BENEFITS CONCERNED

These Terms and Conditions apply to day cruises on board the catamaran "The Good Life", offered in two packages. Long charter cruises are subject to separate terms and conditions.

Formula	Description
Shared day cruise	Collective navigation with several customers on the same outing
Private Day Cruise	Privatization of the catamaran for the Client and his guests for one day

The details of the service (date, time, duration, capacity, indicative itinerary, services included) are specified at the time of booking.

Article 2 BOOKING AND PAYMENT

2.1 Full payment. The booking is only firm and final after payment of the full price.

2.2 Payment Methods.

- **Customers outside the Residence:** secure Stripe payment link or by bank transfer or cash, on which the Customer must tick the box accepting these Conditions;
- **Clients staying at the Residence:** adding the service to the stay or Stripe secure payment link or by bank transfer or cash, payment to the Residence, after signing these Conditions.

2.3 Confirmation. The confirmation is sent to the Client electronically after full payment has been received. This confirmation, together with these Terms, constitutes a contract between the parties.

Article 3 CANCELLATION AT THE INITIATIVE OF THE CLIENT

The refund conditions depend on the package booked.

3.1 Private day cruise: non-refundable. The private cruise is most often booked several months in advance. It blocks the catamaran and its crew exclusively for the Client, and the Service Provider refuses any other request for the same date. Given the island context and these deadlines, a freed date cannot be re-rented.

> Consequently, any cancellation of a private cruise at the initiative of the Client does not give rise to **any refund**, regardless of the time limit and the reason. The sums paid remain the property of the Service Provider as a lump sum compensation.

Exception – relocation of the date. If the Service Provider re-rents the freed-up date to another customer for at least an equivalent amount, it will reimburse the Customer for the sums paid, less 20% of the management fee. The refund will be made under the conditions of Article 6, from the date of receipt of the new reservation.

3.2 Shared Day Cruise. The refund depends on the time between the cancellation request and the scheduled departure time:

Time before departure	Refund	Amount withheld by the Service Provider
More than 8 days	100% of the amounts paid	None
Between 8 days and 72 hours	50% of the amounts paid	50% as a lump sum
Less than 72 hours	No refunds	100% as a lump sum

3.3 Notification. Any cancellation must be notified in writing (e-mail only). The date and time of receipt of the request by the Service Provider shall be authentic.

3.4 Reason for cancellation. Articles 3.1 and 3.2 apply regardless of the reason for the cancellation: illness, flight delay or cancellation, change of plans, etc. These risks are the responsibility of the Client's insurance (Article 7.3).

3.5 Absence, lateness and shortened departure. No refunds are given to any formula:

- no-show at the agreed time and point of boarding;
- the delay preventing boarding, the departure cannot be postponed;
- the presentation of a number of participants less than the number reserved;
- the shortened exit at the request of the Client.

3.6 Weather conditions maintained. When the captain maintains the outing and deems the conditions safe, the Client's personal assessment of the weather (rain, heavy seas, overcast skies) does not allow a cancellation.

Article 4 MODIFICATION AT THE INITIATIVE OF THE CLIENT

Any request for a change of date or formula is subject to the written agreement of the Service Provider, subject to availability. The Service Provider is not obliged to accept it. In the absence of an agreement, the request is treated as a cancellation according to Article 3.

Article 5 CANCELLATION OR INTERRUPTION AT THE INITIATIVE OF THE SERVICE PROVIDER

The safety of people and the ship takes precedence over the performance and is the sole authority of the captain. The Service Provider may cancel, postpone, modify or interrupt a cruise, before or during it, in particular in the event of:

- **adverse weather or sea conditions:** wind, swell, squalls, thunderstorms, reduced visibility, warnings or vigilance bulletins from Météo-France or the maritime authorities;

- **technical problem:** damage, breakdown, immobilization or unavailability of the vessel or equipment affecting safety;
- **unavailability of the crew, force majeure or decision of the** maritime or port authorities.

5.1 Cancellation before departure. The Client chooses between:

- postponement to a later date agreed between the parties, subject to availability;
- Full reimbursement (100%) of the amounts paid.

The Service Provider informs the Client as soon as possible, if possible the day before.

5.2 Interrupted or shortened cruise. The Client is reimbursed in proportion to the time not worked, compared to the planned duration, calculated in hours. He can also choose a credit note of the same amount, valid for 12 months.

Example: an 8-hour outing interrupted after 3 hours gives rise to a refund of 5/8 of the price, i.e. 62.5%.

5.3 Exclusion. No refund is due when the interruption is caused by the behaviour of a passenger or by failure to comply with the safety instructions of the crew (Article 9).

5.4 Itinerary. The captain may change the itinerary, stopovers or schedules according to the conditions. These changes do not give rise to any refund once the cruise takes place.

Article 6 TERMS AND LIMITS OF REFUNDS

6.1 Terms. Refunds will be made by the same means of payment used for the booking, within 14 days of cancellation or interruption.

6.2 Limitation of liability. The Service Provider's liability for cancellation, interruption or modification is strictly limited to the reimbursement of the sums paid for the service concerned. The Service Provider does not compensate for any additional costs incurred by the Client: transport, flights, accommodation, catering, insurance or other expenses.

Article 7 INCLUDED SERVICES AND INSURANCE

7.1 Included in the price, unless otherwise stated at the time of booking:

- the open bar (water, sodas, beers, wines, captain's punch), apertizzers served on board;
- the loan of snorkeling masks and fins;
- taxes and fees for access to the nature reserve;
- personal accident insurance for passengers on board (Article 7.2);
- fuel;
- the captain and hostess on board.

Not included: champagne and cocktails other than the captain's punch.

7.2 Personal accident insurance. It covers bodily injury occurring to the Client and his guests on board during the cruise, within the limits of the contract taken out by the Service Provider. It does not constitute in any way an insurance cancellation, interruption or repatriation.

7.3 Cancellation insurance. The price does not include any cancellation, interruption, repatriation or civil liability insurance for the benefit of the Client. As the private cruise is non-refundable (article 3.1), it is strongly recommended that the Client take out travel insurance covering cancellation as soon as they book.

The Service Provider may provide the Client, on request, with links to insurers offering this type of guarantee:

World Nomads : https://www.worldnomads.com/usa/travel-insurance/whats-covered/cancellation

Allianz Travel Insurance : https://www.allianztravelinsurance.com/find-a-plan/benefits/trip-cancellation.htm

The Service Provider is not a party to the insurance contract, concluded directly between the Client and the insurer.

The Customer is also invited to check the guarantees of his bank card. Some cards, especially high-end cards, include trip cancellation insurance when the service is paid for with the card. It is up to him to check the conditions with his bank.

Article 8 NO RIGHT OF WITHDRAWAL

In accordance with Article L221-28 12° of the Consumer Code, the right of withdrawal does not apply to the provision of leisure activities provided on a specific date or period. The Customer therefore has no right of withdrawal once the reservation has been confirmed, including for reservations paid for by Stripe payment link. Only the conditions of articles 3 and 5 apply.

Article 9 OBLIGATIONS AND CONDUCT OF THE CLIENT

The Client undertakes to:

- present themselves at the point of embarkation at the time indicated; any delay preventing boarding is treated as an absence (Article 3.5);
- respect the safety instructions of the crew, who have full authority on board;
- declare before departure any medical condition, pregnancy or contraindication to navigation;
- ensure the supervision of minors under its care.

The Service Provider may deny boarding or disembark, without refund, any person who is intoxicated, under the influence of drugs, or whose behaviour compromises safety or tranquillity on board.

Article 10 COMPLAINTS, MEDIATION AND APPLICABLE LAW

10.1 Complaints. Any complaint must be made to the Service Provider in writing within seven (7) days of the date of the service.

10.2 Consumer mediation. In accordance with Articles L612-1 et seq. of the Consumer Code, the Client may have recourse free of charge to the following consumer mediator, after a written complaint has remained unsatisfactory: [name, address and website of the mediator].

10.3 Applicable law. These Terms are subject to French law. In the absence of an amicable resolution, any dispute shall be subject to the competent courts.

ACCEPTANCE

The Client acknowledges that he or she has read these Terms and Conditions and accepts them without reservation. Acceptance results, depending on the payment method:

- the acceptance box checked on the Stripe payment link;
- or by bank transfer or cash
- the signing of these Terms with the Residence.

This acceptance relates in particular to Article 3 (no refund of the private cruise and cancellation scale of the shared cruise) and Article 8 (no right of withdrawal).