



## **BOAT RENTAL / GENERAL TERMS OF USE OF GLOBESAILOR SERVICES**

These General Terms are applicable to bookings made on the Site whose purpose is to place a User in contact with a Renter for the rental of a boat via the online platform developed by GlobeSailor (excluding cabin cruises and privatised cruises which are subject to specific general terms).

### **Article 1 - Definitions**

**GlobeSailor:** SAS (Simplified Joint Stock Company) with capital of 14,329.00 Euros, registered in the Paris Trade Register under number B 489 893 909, whose head office is located at 2 rue Dulong, 75017 Paris, France represented by its current legal representative

**Renter:** any person or legal entity owning or operating a boat, or representative of such a person, conducting a boat rental activity on a professional basis and wishing to make a boat available to a User via the Site.

**User:** any person or legal entity wishing to rent a boat from a Renter via the Site.

**Site:** [www.globesailor.fr](http://www.globesailor.fr), [www.globesailor.es](http://www.globesailor.es), [www.theglobesailor.com](http://www.theglobesailor.com), [www.globesailor.it](http://www.globesailor.it), [www.globesailor.ru](http://www.globesailor.ru), [www.globesailor.de](http://www.globesailor.de), [www.globesailor.pl](http://www.globesailor.pl) or any other website developed by GlobeSailor.

**Services:** placing in contact of legal or natural persons wishing to rent out a boat and natural persons wishing to hire a boat via the online platform developed by GlobeSailor.

**Service Charges:** fees payable to GlobeSailor for its services.

### **Article 2 - Purpose and fields of application**

These general terms of use (hereinafter the "General Terms") apply to bookings made on the Site whose purpose is to place a User in contact with a Renter for the rental of a boat.

GlobeSailor places a Renter seeking to rent out a boat in contact with a User seeking to hire a boat, via an online platform. As an intermediary, GlobeSailor is not a party to the rental contract, which is directly concluded between the Renter and the User.

The General Terms do not govern the relations between the Renter and the User, which are regulated by the rental contract.

Cruise bookings (for cabin cruises and privatised cruises), i.e. bookings of leisure trips organised by GlobeSailor, on board a boat with a crew and a predefined itinerary, are subject to specific general terms.

The flight booking service offered on the GlobeSailor Site is provided by a third-party service provider. It is governed by the general terms of the service provider responsible for this service and not by these General Terms.

If one of the clauses of the General Terms is found to be invalid or improper, the contract will remain applicable in all its provisions other than those deemed invalid and improper, if it can continue to exist without these clauses.

### **Article 3 - Acceptance of the General Terms**

The General Terms are freely accessible from the GlobeSailor Site to any Renter or User. The Renter and the User may not use GlobeSailor's Services without first accepting the General Terms. Before any booking, the User declares that he/she has familiarised himself/herself with and accepted the General Terms by ticking the corresponding box. Before any confirmation of a booking, the Renter declares that he/she has familiarised himself/herself with and accepted the General Terms by ticking the corresponding box.

## **Article 4 - Registration on the GlobeSailor Site**

### **4.1. Conditions for registration of the Renter**

Any Renter who conducts a boat rental activity on a professional basis may apply for registration on the Site free of charge by filling in the registration application form available at the address <http://www.theglobesailor.com/contact.html>. GlobeSailor then reserves the right to accept or refuse this registration application.

If the application is accepted by GlobeSailor, the Renter will be sent a user name and a password enabling him to log in to the "Pro Space" of the Site accessible at the address [www.theglobesailor.com/pro](http://www.theglobesailor.com/pro).

### **4.2 Conditions for registration of a User**

Registration on the GlobeSailor Site as a User is free of charge and open to any person legally capable of entering into a contract. The User must indicate his/her full identity, his/her address and a telephone number at which he/she can be contacted. The User's registration on the Site must be made under his/her true identity.

### **4.3. Exclusion**

GlobeSailor reserves the right to exclude a Renter or a User who does not comply with these General Terms at any time and without prior notice. Any incorrect information communicated to GlobeSailor may lead to termination of access to the Services for the Renter or for the User.

### **4.4 Confidentiality**

The identification codes giving access to the personalised areas of the site are personal and confidential. The Renter and the User are fully responsible for the use of their confidential codes. In the event of loss of access by a third party to these data, the Renter and the User shall immediately report this to GlobeSailor which will update these identification codes.

## **Article 5 - Functioning of the Services**

### **5.1. Advertisements for boats to rent**

The advertisements published by the Renter shall indicate in particular the following information:

- the identification of the boat(s) (name of the boat / model / year / technical characteristics / equipment / options);
- the price rates applicable according to the rental periods;
- the place of takeover of the boat(s);
- one or more visual(s) of the boat(s) for which the Renter authorises and guarantees free reproduction on the Site.

The Renter can freely and at any time edit, delete or add to the aforementioned information.

The User of the Site has access to all the advertisements filled in by the Renter via an algorithm identifying the boats best suited to his/her needs. The offers are classified by default by attractiveness of the advertisement. The classification of the advertisements is independent of any payment made by the Renter.

Content published on the Site comes from the Renter who sends it to GlobeSailor either directly or via an electronic reservation programme which is synchronised with the Site. The content and the accuracy of the information published on the Site are not GlobeSailor's responsibility. The Renter bears sole responsibility for the information communicated and undertakes to check this information regularly.

### **5.2 Booking by the User**

The User may send the Renter a quotation request via the GlobeSailor platform. The quotations sent are temporary and have a limited lifespan. GlobeSailor advises the User to take out an option/hold on the boat rental he/she wishes to book.

The booking of the boat by the User under the conditions proposed by the Renter is materialised by the payment, by the User via the Site, of the down payment demanded by the Renter.

Where this is expressly indicated in the advertisement, a boat can be booked directly by paying the down payment, without a prior quotation.

Whatever the booking mode, the User is informed that the rental of the boat is not guaranteed until the booking is

confirmed. GlobeSailor advises the User to wait for the confirmation of the booking before incurring costs relating to the boat rental.

### **5.3 Confirmation of the booking by the Renter**

The User is informed of the confirmation of the booking by email.

Once the Renter has confirmed the reservation by a written rental contract, the Renter shall send the User a draft rental contract as well as the documents necessary for the rental. Upon receipt of the rental contract from the Renter, the User returns it signed to the Renter by email.

In the event of non-confirmation of the reservation by the Renter, GlobeSailor will reimburse the deposit paid by the User free of charge. It is specified that no compensation or damages can be demanded from the User in case of non-confirmation of the reservation by the Renter.

### **5.4 Forming of the rental contract**

GlobeSailor is not a party to the rental contract, which is directly concluded between the Renter and the User.

The Renter and the User bear sole responsibility for the negotiation, forming, fulfilment, non-fulfilment, expiry and termination of the rental contract concluded between them. GlobeSailor may not be held liable in this regard.

Upon receipt, the Renter undertakes to send GlobeSailor a copy of the rental contract signed by the User, by email to the address [contact@theglobesailor.com](mailto:contact@theglobesailor.com).

## **Article 6 - Rental of the boat**

### **6.1 Skipper and crew**

In principle, the rentals available on the Site are rentals of boats without a crew. The Renter reserves the right to check the navigational skills of the User and his/her crew (if any).

If the navigational skills of the User or his/her crew are not considered sufficient, or if the skipper hired by the User is not available, the Renter may cancel the rental with the User being in the wrong unless the User succeeds in hiring another skipper at his/her own expense.

In the event of a cancellation for lack of sufficient navigational skills, the rental will be deemed cancelled for reasons attributable to the User and will lead to the cancellation costs indicated in Article 7.

If a skipper is hired, the User remains fully responsible for the boat and its crew throughout the period of the rental.

### **6.2 Travel documents and sailing licence**

The User bears sole responsibility for the compliance of the travel documents, passport, possible visa and vaccination certificates, and for the sailing licence, for himself and the persons accompanying him, in accordance with the regulations of the countries visited.

Any cancellation, denial of boarding or shortening of the rental resulting from non-compliance of the travel documents, visas, vaccination certificates or sailing licence is considered to be a cancellation attributable to the User and will lead to the cancellation costs indicated in Article 7.

### **6.3 Checks before takeover of the boat**

Checking of the information communicated by the Renter and the User (identity, condition and equipment of the boat, navigational skills and solvency) are the Renter's and the User's responsibility.

The User may be obliged, by the rental contract with the Renter, to pay a security deposit before the takeover of the boat.

Any dispute concerning the deposit or the damage waiver, due in particular to on board damage or a delay in the return of the boat, is not GlobeSailor's responsibility.

### **6.4 Use of the boat**

Any boat rented via the Site can be used only for pleasure boating, to the exclusion of any commercial, professional fishing,

transport, regatta or other operations, unless stipulated otherwise in the rental contract in agreement with the Renter. Such exceptions will imply rules and obligations specific to contracts of this type, such as specific insurance contracts, administrative steps, etc., which the User and the Renter must imperatively comply with.

The User undertakes to make reasonable use of the boat rented. In particular, he undertakes to comply with the applicable navigation and customs rules and the safety instructions given by the Renter. He undertakes to carry out routine maintenance of the boat and keep it in good condition.

Sub-rental and lending of the boat are strictly prohibited.

The User undertakes to take on board only the authorised number of people.

In the event of serious damage (dismasting, leak, fire, etc.), the User must inform the Renter urgently, requesting instructions. Pending these instructions, the User must have a report drawn up in order to obtain the refunding of the sums owed by him from the insurance company. In no case may GlobeSailor be held liable for the damage incurred or the sailing conditions.

## **Article 7 - Modification or cancellation of the rental**

Cancellation and modification of the rental by the Renter or by the User are governed by the present article. By exception, when the Renter has confirmed the reservation of the rental agreement in writing and the User has returned the signed agreement to the Renter, only the terms of the said rental agreement and the legislation applicable to the latter shall govern the conditions of modification and cancellation of the rental.

### **7.1 Conditions for modifying the rental**

If the User, for any reason, wishes to make changes to his/her booking (boat model, date, destination, etc.), he/she must inform his/her GlobeSailor advisor.

GlobeSailor will try to find a solution that is satisfactory to the User, for which a handling fee of 125€ will be charged, in addition to any potential additional costs associated with the change to the booking.

However, GlobeSailor does not guarantee that the rental can be changed. If no solution satisfactory to the User can be found and consequently the User chooses to cancel the rental, the User will be subject to the cancellation conditions described below.

### **7.2 Conditions for cancellation of the rental agreement**

It is noted that, in accordance with article L. 221-28 12° of the Consumer Code, the User has no right of retraction in relation to boat charter contracts.

The cancellation conditions are as follows:

- The User may cancel the rental up to **90 days** before departure, in which case a cancellation fee of 30% of the charter price shall apply. This cancellation fee retained constitutes 20% of the charter price retained by the Renter and 10% of the charter price retained by GlobeSailor as a Service Charge.
- The User may cancel the rental up to **60 days** prior to departure in which case a cancellation fee of 50% of the charter price will apply. This cancellation fee retained constitutes 40% of the charter price retained by the Renter and 10% of the charter price retained by GlobeSailor as a Service Charge.
- The User may cancel the rental up to **30 days** prior to departure in which case a cancellation fee of 70% of the charter price will apply. This cancellation fee retained constitutes 60% of the charter price retained by the Renter and 10% of the charter price retained by GlobeSailor as a Service Charge.
- If the User cancels the rental within 30 days prior to departure, the full charter price is retained by the Renter and the Service Charges remain due.

The Service Charges also remain due by the User to GlobeSailor in the event that the Renter decides to waive all or part of the cancellation charges (especially in the case of renting the boat for the same dates to another client).

It is specified that:

- The weather conditions observed during the rental period represent a risk accepted by the User. The User declares that he has been informed that the price of the rental may not be returned to him/her, in whole or even in part, even if the weather conditions prevent sailing and oblige the boat to remain in port or at anchor.

- A User who refuses to take possession of the boat, or who interrupts the rental of his /her own accord before its end date, for any reason, may not benefit from any total or partial refunding, either from the Renter or from GlobeSailor, even on a pro rata basis for the days during which he was not on board the boat.
- In the event of unavailability of the boat on the dates of the rental, the Renter undertakes to make every effort to offer the User a boat of similar quality. If no boat of similar quality accepted by the User can be found, the Renter undertakes to refund the User for the price of the rental in accordance with the conditions of the rental contract and the applicable legislation.

If the User and the Renter do not succeed in reaching an agreement concerning the implementation of the rental contract, and particularly in the event of cancellation of the rental by one or the other of the parties, the User and/or the Renter may request the intervention of GlobeSailor according to the procedure stipulated in Article 11 "Mediation". GlobeSailor then undertakes to intervene as a mediator and to make every effort to help the User and the Renter to find an amicable solution to the disagreement between them.

### **7.3 Coronavirus Policy (COVID-19)**

When the User or the Renter cannot honour the execution of the rental contract due to exceptional circumstances linked to the coronavirus pandemic (COVID-19):

- The Renter may offer a credit note that the User may use for a period of up to eighteen months.
- The amount of the credit note is equal to the amount of all payments made by the User.
- When this credit note is offered, the User may not, during the entire duration of the credit note, request reimbursement of the price paid for the rental.
- The Renter then undertakes to offer the User a new service allowing him/her to use his/her credit whilst meeting the following conditions:
  - The proposed service will be identical or equivalent to the service provided for in the initial contract;
  - The price of the proposed service will not be higher than that of the service provided for in the initial contract; or if the price is higher and the User accepts it, the User will only be held, if necessary, to the payment corresponding to the balance of the price of this new contract;

It is recalled that GlobeSailor is an intermediary that facilitates the relationship between the User and the Renter. The modification, postponement and cancellation of the boat rental contract, including due to exceptional circumstances related to the coronavirus pandemic (COVID-19), are the sole responsibility of the User and the Renter.

Specific cancellation conditions for certain Renters may apply. It is important to check with a GlobeSailor advisor regarding these conditions which can be transmitted to the User by email. These specific conditions are then binding.

### **Article 8 - Terms of payment**

The amount of the down payment and the rental price to be paid by the User are set by the Renter. Failure to comply with the payment schedule on the due dates will be considered as a breach of contract, and therefore, the equivalent to the cancellation of the contract by the client, with deduction of the contractual fees.

The down payment and the price of the rental are paid directly by the User on the Site. Payment by credit card or PayPal account or bank transfer to GlobeSailor's account is accepted.

The payment of the balance of the price of the rental may exceptionally be made directly to the Renter, in which case GlobeSailor may not be held responsible for any insolvency of the User or the Renter.

The banking data filled in by the User when an online payment is made are not stored by the GlobeSailor site.

Any online payment or bank (wire) transfer is final and the User undertakes not to request a refund of the amount(s) paid for the rental from their banking or credit card service provider on account of a difficulty occurring in the implementation of the rental contract.

### **Article 9 - Insurance**

The Renter declares that it has taken out a comprehensive insurance contract which covers the User's liability throughout the period of the rental.

The insurance taken out must cover:

- any damage which may be caused to the boat and its accessories and appurtenances;
- losses due to damage;

- partial or total theft of the main engine and the accessories of the boat;
- the consequences of the User's third-party liability in the event of legal action by third parties (damage to property and/or bodily injury, defence and legal action, recovery costs and assistance).

The Renter must draw the User's attention to the risks covered and not covered by the insurance contract which it has taken out and to the geographical coverage of this contract. It must also, if the User so requests, supply it with a copy of said contract.

The User and the persons sailing on the boat have the option of taking out additional insurance with a specialised company to cover the risks not covered by the Renter's insurance (cancellation insurance, repatriation, individual insurance of all persons transported and damage waiver), particularly via the site <https://www.ouest-assurances.fr/en/>

GlobeSailor recommends the taking out of such additional insurance. GlobeSailor does not directly insure any of the rentals offered via its Services.

## **Article 10 - Liabilities**

Despite the precautions taken by GlobeSailor to ensure the availability and correct functioning of its Site, suspensions or interruptions are always possible. Any liability of GlobeSailor for this is excluded.

As a simple intermediary in the rental contract, GlobeSailor may in no case be held liable for damages resulting directly or indirectly from the negotiation, forming, fulfilment, non-fulfilment, expiry or termination of the rental contract concluded between the Renter and the User.

The Renter and the User acknowledge and accept that GlobeSailor is not obliged to check the effective solvency of the Renter or the User, or the condition, correct functioning or seaworthiness of the boats offered for rental. It is up to the Renter and the User to carry out these checks, any liability of GlobeSailor in this regard being expressly excluded.

Likewise, no liability may be incurred by GlobeSailor for direct or indirect damages due to the behaviour of the Renter or the User or to any breach of the applicable regulations on their part.

Lastly, it is specified that GlobeSailor may not be held liable for the loss of personal belongings by the User during the boat rental.

## **Article 11 - Mediation**

Once the rental contract is formed between the User and the Renter, any dispute which might arise concerning the implementation or termination of the rental contract is subject to the provisions of the rental contract and to the legislation applicable to it.

In the event of a disagreement between the Renter and the User, any complaints may be addressed by the User or the Renter to GlobeSailor at the address: [contact@theglobesailor.com](mailto:contact@theglobesailor.com). GlobeSailor then undertakes to intervene as a mediator and to make every effort to help the User and the Renter to find an amicable solution to the disagreement between them. The Renter and the User undertake to send GlobeSailor any document which may support their possible complaint.

## **Article 12 - Personal data**

The personal data which the Renters and Users communicate by filling in the forms available on the GlobeSailor Sites, i.e. their surname, first name, postal address, email address and telephone number, are intended exclusively for GlobeSailor and processed in accordance with the provisions of law no. 78-17 of the 6th of January 1978 amended by law no. 2004-801 of the 6th of August 2004 (the French Data Protection Act).

The collection of these data is necessary for the purposes of the activity conducted by GlobeSailor, which communicates them to the Renter / User to enable them to contact each other.

The Renters and Users have a right to access, modify and delete the data concerning them.

They can at any time send a request for information or for modification or deletion of personal data concerning them to the following address: [contact@theglobesailor.com](mailto:contact@theglobesailor.com)

The Renters and Users have a right to oppose the processing of the data concerning them or to request a limitation of the processing, and a right to the portability of the data.

The Renters and the Users have the right to lodge a complaint with a control authority.

## **Article 13 - Applicable law and jurisdiction**

These General Terms are subject to French law.

### **13.1 Dispute between the User and GlobeSailor**

In the event of a dispute concerning the interpretation or implementation of these General Terms, the User undertakes to send his/her complaints to GlobeSailor at the following address: [contact@theglobesailor.com](mailto:contact@theglobesailor.com).

The User may file a complaint on the European Commission's Online Dispute Resolution platform, accessible at the 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 mediators.

### **13.2 Dispute between the Renter and GlobeSailor**

In the event of a complaint based on the interpretation or implementation of all or part of these General Terms, GlobeSailor and the Renter concerned undertake to make every effort to find an amicable solution to their disagreement.

Failing an amicable agreement, the Commercial Court of Paris will have exclusive jurisdiction to settle any dispute between the professional Renter and GlobeSailor concerning (i) the interpretation or implementation of these GlobeSailor General Terms and/or (ii) the functioning of the GlobeSailor Sites.

### **13.3 Dispute between the Renter and the User**

In the event of a dispute concerning the interpretation or implementation of the rental contract, the applicable law and the competent court are those designated in the rental contract.

## **Article 14 - Legal notices**

The GlobeSailor Sites are the property of GLOBESAILOR SAS, a simplified joint stock company with capital of 14,329.00 Euros, registered in the Paris Trade Register under number B 489 893 909, whose head office is located at 2 rue Dulong, 75017 Paris, France represented by its current legal representative.

Intra-Community VAT number: FR 13 489 893 909

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