



## **GUADELOUPE YACHT CONCIERGE TERMS AND CONDITIONS OF SALE OF SERVICES TO CONSUMERS**

### **ARTICLE 1 – Scope**

---

These Terms and Conditions of Sale (TCS) apply, without restrictions or reservations, to all purchases of services in the luxury yacht and sailing-related tourism sector, in particular aid and assistance to companies and private individuals. These may include the organisation and reservation of various activities and services, coordination and payment of subcontractors ("the Services") and other services offered by GUADELOUPE YACHT CONCIERGE ("the Provider") to the consumer ("the Customer").

The main characteristics of the Services are presented on the Provider's website and are posted up on its premises.

The Customer acknowledges that they have familiarised themselves with the Services before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These TCS apply to the exclusion of all other terms, and in particular those applicable to other sales channels for our Services or on the internet.

These TCS are systematically provided to every Customer before they enter into the contract for the provision of the Services and they will prevail, as the case arises, over any other version of contradictory document.

The Customer declares that they have read and accepted these TCS before entering into the contract for the provision of the Services. The Customer's validation of the order for the Services will constitute unrestricted and unreserved acceptance of these TCS.

As these TCS may be subject to subsequent modification, the version applicable to the Customer's purchase is the version in force on the day of entering into the contract.

The Provider's contact details are as follows:

GUADELOUPE YACHT CONCIERGE

Capitainerie Marina Bas-du-Fort

97110 Pointe-à-Pitre

GUADELOUPE FWI

Tel. +5906907 28809 / Fax +590590908153

[info@guadeloupeyachtconcierge.com](mailto:info@guadeloupeyachtconcierge.com)

[www.guadeloupeyachtconcierge.com](http://www.guadeloupeyachtconcierge.com)

### **ARTICLE 2 - Orders**

---

The Customer selects the Services they wish to order and informs the Provider.

It is up to the Customer to check the accuracy of their order and to inform the Provider in writing if they discover that a mistake has been made.

The sale of Services will only be considered as final after the sending or handing over to the Customer of a written confirmation of the Provider's acceptance of the order and after the latter has received payment of the down payment due.



For services for which a quotation must first be provided, the sale of the Services will only be considered as final after a quotation has been issued by the Provider and it has sent the Customer the confirmation of its acceptance of the order in writing.

Quotations issued by the Provider are valid until the date the Provider specifies on the quotation.

The Provider reserves the right to cancel or refuse any order from a customer with whom it is involved in a dispute regarding the payment of an earlier order.

An order placed based on a quotation is only considered as final by the Provider after payment of a down payment (*acompte*) corresponding to 30% of the total amount of the order.

This down payment may not under any circumstances be considered as a refundable deposit (*arrhes*).

In the event of the cancellation of the order by the Customer after its acceptance by the Provider, for any reason whatsoever except for force majeure, the down payment made at the time of placing the order, as defined above in these TCS will be retained by the Provider and will not be reimbursed under any circumstances.

When the placing of an order for Services amounts to entering into a contract with a minimum term of several months tacitly renewable for the same period, the following legal provisions will apply:

Under the terms of Article L. 215-1, reproduced word for word:

*"For service contracts entered into for a fixed period with a tacit renewal clause, the professional service provider must inform the consumer in writing, by registered letter or by a specific e-mail, not earlier than three months and not later than one month before the end of the period during which it is possible to reject the renewal, of the possibility of not renewing the contract it has entered into with a tacit renewal clause. This information, delivered in clear and understandable terms, must mention, **in a clearly marked box**, the deadline for non-renewal. Where this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time from the date of renewal.*

*Advances made after the last renewal date or, in the case of open-ended contracts, after the conversion date of the initial fixed-term contract, must be reimbursed within 30 days of the date of termination, less the sums corresponding, up to this one, to the performance of the contract. The provisions of this article will apply without prejudice to those which legally submit certain contracts to specific rules regarding consumer information."*

Article L. 241-3 of the French Consumer Code sanctions a professional who has not made the reimbursement under the conditions provided for in Article L. 215-1 of the same Code.

Article L 241-3 of the Consumer Code:

*"When the professional has not made the reimbursement under the conditions provided for in Article L. 215-1, the sums due will bear interest at the legal rate."*

Article L 215-3 of the Consumer Code:

*"The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals."*

## **ARTICLE 3 – PRICES**

---

The Services offered by the Provider are provided at the current prices as posted up or given in the quotation issued by the Provider when it registers the order. Prices are quoted in euros, exclusive of VAT and inclusive of VAT at the rate applicable when the purchase order is signed. Prices are quoted net of any discounts.



These prices are firm and non-revisable during their period of validity, as indicated in the Provider's catalogue price list or on the quotation, the Provider reserving the right, once this validity period has expired, to modify the price at any time.

They do not include processing and administrative fees, which will be billed on top of the price, under the conditions specified in the Provider's catalogue price list and calculated prior to the placing of the order.

The payment asked of the Customer will be the total amount payable for the purchase, including those fees.

An invoice will be drawn up by Provider and handed to the Customer at the time of providing the Services ordered.

#### **Article 4 - Terms of payment**

---

As the particular conditions prevail over these TCS, unless any other conditions of payment have been expressly agreed by the Provider and the Customer, payment must be made as follows:

*(a) In the event of cash payment on the day of the immediate purchase or placing the Order*

The price is payable cash in full on the of the order by the Customer, by one of the following methods:

- by bank card: CB, VISA, MASTER CARD and AMEX;
- by bank cheque drawn on a bank domiciled in Metropolitan France or Monaco;
- in cash up to €1000, the maximum allowed by law.

*(b) In the event of the payment of a down payment on placing the order*

A down payment corresponding to 30% of the total purchase price of the Services ordered is payable after acceptance of the Order by the Seller.

This down payment (*acompte*) may not under any circumstances be considered as a refundable deposit (*arrhes*).

The balance of the price will be payable on the day of performing the Service.

The methods of payment are the same as those described in (a) above.

An overdue payment will lead to all and any sums owed by the Customer becoming payable immediately, without prejudice to any other action that the Provider may be entitled to bring against the Customer in this connection.

Furthermore, the Provider reserves the right, if the terms of payment set out above are not met, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the fulfilment of its obligations.

No extra charges above the costs borne by the Provider to use a means of payment may be billed to the Customer.

#### **Article 5 - Abandoned vessels**

---

The Provider may rely on the provisions of the Law of 13 December 1903, as amended by Law no. 2016-816 of 20 June 2016.



Accordingly, any boat or pleasure craft left with the Provider to be repaired, serviced, conserved or guarded and which has not been collected within one year as of the date when it was made available for collection by the Customer may be sold at auction.

Each order or quotation will therefore stipulate a date when the boat or pleasure craft will be made available for collection, and that date will constitute the starting point for the one-year period mentioned in the previous paragraph.

## **ARTICLE 6 - Provision of services**

---

The Provider must provide the service on the date or within the timeframe indicated in writing to the Customer, unless agreed otherwise by the parties (Consum. Code, Art. L 216-1, par. 1).

If no day or date has been set by the parties: the professional must then perform the Services without unreasonable delay and at the latest thirty days after entering into the contract (Art. L 216-1, par. 2).

If the Provider has not respected the date or timeframe agreed, or where no such date has been set, if it has not performed its obligations within thirty days of entering into the contract, the Customer must, before cancelling the contract, give the professional notice to perform within a reasonable extra period of time (Art. L 216-2, par. 1).

If it still has not performed its obligations on the expiry of this new deadline, the Customer will be free to terminate the contract.

The Customer must accomplish these successive formalities by registered letter with acknowledgment of receipt or in writing on another durable medium.

The contract will be considered as terminated on receipt by the Provider of the letter or other written communication informing it of said termination, unless the Provider has performed its obligations in the meantime (Consum. Code, Art. L. 216-2, par. 2). Termination will occur immediately in the event that:

- the Provider refuses to provide the service;
- the contractual date or timeframe that has been disregarded constitutes an essential condition of the contract for the Customer, a situation which may be deduced from the circumstances surrounding the conclusion of the contract or result from an explicit request made by the Customer before entering into the contract.

When the contract has been terminated in application of Article L 216-2, the Provider is obliged to reimburse all of the sums paid to the consumer at the latest within fourteen days of the notice of termination of the contract (Consum. Code, Art. L. 216-3).

Surcharges will be applied if this reimbursement is not made within the time allowed: 10% if reimbursement occurs within thirty days of the deadline. 20% up to sixty days and 50% beyond that (L. 241-4 of the Consumer Code).

The Provider undertakes to make every effort to provide the Services ordered by the Customer (duty of best endeavours) and within the timeframes mentioned above. However, these performance deadlines are provided for guidance only.

If the Services ordered are not provided by a deadline specified in the order or quotation for any reason other than force majeure or reasons attributable to the Customer, the sale may be cancelled at the Customer's written request under the conditions provided for by Articles L. 216-2, L. 216-3 and L. 241-4 of the Consumer Code.

The sums paid by the Customer will be refunded at the latest within fourteen days of the notice of termination of the contract, to the exclusion of any compensation or withholding.

The Provider's details are as follows:



- Company name: GUADELOUPE YACHT CONCIERGE
- Legal form: SARL (private limited company)
- Share capital: 25,000 euros
- Registered office: Capitainerie Marina Bas-du-Fort, 97110 Pointe-à-Pitre, GUADELOUPE FWI
- Registration number: RCS Point-à-Pitre TMC 824 424 03 — Administrative number 2016B1873.

In the event of changes to the place of providing the services or specific requests made by the Customer concerning the provision of the services

The provision of the Services may take place at any other place designated by the Customer subject to giving 24 hours' notice and within 48 hours, at the latter's exclusive expense.

Likewise, in the event of any special requests made by the Customer concerning the conditions of provision of the Services, duly accepted in writing by the Provider, the costs relating thereto will be billed separately at a later date.

In the absence of any reservations or complaints expressly made by the Customer at the time of providing the Services, they will be deemed to be compliant with the order, in terms of quantity and quality.

The Customer will have a period of 24 hours from the provision of the Services to make any such reservations or complaints in writing, and to provide all relevant evidence to the Provider.

No complaints can be accepted if the Customer fails to comply with these formalities and deadlines.

The Provider will reimburse the Customer or rectify (to the extent that it is possible) any Services whose non-compliance is duly proved by the Customer at the earliest opportunity and at its own expense.

## **ARTICLE 7 - Provider's liability - Warranty**

The Provider guarantees the Customer, in accordance with the statutory provisions and at no extra charge, against any nonconformity or hidden defect caused by a fault in the design or performance of the Services ordered under the conditions and in the manner defined in these Terms and Conditions of Sale.

To be able to enforce their rights, the Customer must inform the Provider, in writing, of the existence of any defects or nonconformities within a maximum of 1 day following the provision of the Services.

The Provider will reimburse or rectify or have a third party rectify (to the extent that it is possible) any Services deemed defective at the earliest opportunity and at the latest within 30 days of the Provider confirming the defect or nonconformity.

The reimbursement will be made by crediting the Customer's bank account or by a cheque made out to the Customer.

The Provider's warranty is limited to the reimbursement of the Services actually paid for by the Customer, and the Provider may not be considered liable or at fault in the event of a delay or non-performance due to the occurrence of a case of force majeure usually recognised in French case law.

The Services must comply with current regulations in France.

The Provider may not be held liable in the event of any non-compliance with the law in the country where the Services are provided, which it is up to the Customer, who bears sole responsibility for the choice of the Services requested, to check.



## **ARTICLE 8 - Stipulations relating to consignment sales**

---

In the event that the Customer wishes to entrust a pleasure craft or any other movable object to Provider, under a consignment sale contract, a specific contract will be drawn up and signed by the parties to complete the following general terms and conditions.

Before entering into such a contract, the Customer undertakes to provide the Provider with all the documents necessary to prove the ownership of the movable asset, plus, if it is a pleasure boat, a non-pledge certificate as well copies of any claims made to their insurance company, so that no-one can seek to hold the Provider liable.

As the Provider will be acting exclusively in the name and on behalf of the Customer as provided for by the law on agency contracts, the Customer remains solely liable for the statutory warranties, including the hidden defects warranty.

As the movable asset remains the property of the Customer, the latter will therefore bear the risks of loss, partial and total, and accordingly, they must take out an insurance covering the movable asset subject to a consignment sale arrangement.

The Customer must provide proof of this insurance to Provider at the latter's request.

In connection with a consignment sale, the Provider only has a duty of best endeavours and therefore cannot be held contractually liable if no sale is made.

The Provider will draw up the sale documents, the preliminary sale agreement, where applicable, and the deed of sale, in line with the statutory provisions and the specific rules on the drafting of the contract of sale of a pleasure craft.

The sale price will be calculated by mutual agreement between the parties and stipulated in the terms of the consignment sale contract, which will also specify the amount of commission payable to the Provider.

The Customer will be informed in advance of the method of calculation of said commission as well, where applicable, as of the amount of any berthing and/or guarding charges, under the conditions specified in these terms and conditions of sale concerning information to be provided to the Customer.

## **Article 9 – Intellectual property**

---

The Provider remains the owner of all the intellectual property rights in any studies, drawings, designs, prototypes, etc. produced (memo at the Customer's request) with a view to the provision of the Services to the Customer.

The Customer therefore undertakes not to reproduce or exploit said studies, drawings, designs and prototypes, etc. without the express prior written permission of the Provider, which may decide to give it for a financial consideration.

## **ARTICLE 10 - Applicable law - Language**

---

These Terms and Conditions of Sale and the transactions that arise from them between the Provider and the Customer are governed by and subject to French law.

These General Terms of Sale are written in French.

If translated into one or more foreign languages, only the French wording will be considered authentic in the event of any dispute.

## ARTICLE 11 - Disputes

---

All disputes to which the purchase and sale transactions subject to the application of these terms and conditions of sale may give rise, concerning their validity, interpretation, performance, termination, consequences and repercussions, which have not been amicably resolved between the seller and the customer, will be subject to the jurisdiction of the competent courts under the conditions of ordinary law.

The Customer is informed that in any case they may submit a dispute to conventional mediation, in particular through the consumer mediation body (*Commission de la médiation de la consommation*) (Consum. Code, Art. L. 612-1) or through one of the different sector-based mediation bodies that exist or resort to any other method of dispute settlement (conciliation, for example).

## ARTICLE 12 - Pre-contractual information - Customer's acceptance

---

The Customer acknowledges that they were provided, prior to the immediate purchase or the placing their order and the conclusion of the contract, with these terms and conditions of sale, in a clear and comprehensible form, as well as with all the information listed in Article L. 221.5 of the French Consumer Code, and the following information in particular:

- the essential characteristics of the Service
- the price of the Services and the related charges (delivery, for example);
- if the contract is not performed immediately, the date when or the deadline by which the Provider undertakes to provide the Services ordered;
- the information relating to the Provider's identity, its postal and email address and telephone number and its activities, if they are not obvious from the context;
- information relating to the statutory and contractual warranties and the conditions of their application;
- the features of the digital content and, where applicable, its interoperability
- the possibility of submitting any dispute to out-of-court mediation.

The fact that a natural person orders a Service implies full and unreserved acceptance of these Terms and Conditions of Sale and an obligation to pay for the Services ordered, which is expressly acknowledged by the Customer, who therefore waives the right, in particular, to avail themselves of any contradictory document, which would then be unenforceable against the Provider.

The Customer declares that they have read and accepted these TCS before entering into the contract for the provision of the Services.

Issued on 28.11.2017 in Pointe-à-Pitre

Ariane GRAF  
Director



Page 7 of 7

Customer's initials		
---------------------	--	--