

GENERAL CONDITIONS OF SALE AND CARRIAGE

1 - GENERAL RULES

1.1 APPLICABLE REGULATIONS

These general conditions of carriage are governed by the amended law of 18 June 1966, amended by the law of 23 June 1988 and the London Convention of 18 November 1976, but only in the cases and within the limits where these legal texts are binding on the parties and, in addition, by the conditions and stipulations mentioned below. Regulation (EC) 1177/2010 on the rights of passengers travelling by sea does not apply to the Company in the case of tourist visits, to ports of embarkation located in territories outside a Member State of the European Union, and in respect of ships with a crew of no more than three persons.

These conditions are valid from 1 October 2019. They cancel and replace all previous ones. They also apply to transport free of charge or at a reduced rate, and will prevail over any other contractual document. In case of problem of translation, document in French will be the one that will prevail.

By agreeing to travel on its ships with the tickets issued by the Company, the Passenger has accepted all conditions of carriage, on his behalf and on behalf of his heirs or assigns, as well as on behalf of any person travelling with him, including children and any person travelling under protection, the custody or supervision of said Passenger, and their insurers.

1.2 CUSTOMS, IMMIGRATION AND CONFIDENTIALITY FORMALITIES

All Passengers must ensure that they are in possession of valid documents, allowing entry into the port served by the Company. The Company may be required to refuse access on board to any Passenger who does not meet the necessary conditions, before departure or upon arrival.

In the event of refusal of entry by the Authorities of a Passenger, his luggage or his cargo, as a result of the voluntary or non-compliance by this Passenger with the regulations in force, the Company may claim the reimbursement of fines, loss, repair, and any kind of costs that the Company has incurred in such a situation. The Company cannot be held responsible in the event of non-compliance by the Passenger with customs, police and immigration formalities relating to Passengers, luggage or goods. The Ticket acquired for carriage to the destination whose entry into the territory has been refused will not be refunded by the Carrier.

Personal information concerning Passengers may be requested for the purpose of making a reservation, issuing a ticket, providing an ancillary service or facilitating the completion of administrative procedures. Passengers expressly agree that such information may be disclosed to our own agencies, agents and service providers or to a regulatory authority, subject to applicable law.

1.3 SCHEDULES, CHECK-IN, BOARDING AND ACCESS ON BOARD

The arrival times and crossing times mentioned on the commercial documents, as well as on the Company's website, are given as an indication from the port of departure to the first buoy in the channel of the port of destination, and therefore do not take into account the time needed to arrive at the quay, to make the berthing or the time required for disembarkation.

The check-in and boarding deadlines, which must be respected by the Passenger, vary from one port to another depending on the destination concerned. The Carrier will provide the Passenger with all necessary information on check-in and boarding deadlines. The minimum time to check in and be ready to board is, unless otherwise stated, at least 20 minutes before departure. In the absence of an express mention, the check-in and boarding deadlines shall be deemed to be set at the same time.

Any Passenger arriving after the scheduled check-in and boarding deadlines (even with a ticket or reservation) may be refused access on board and waives any recourse against the Company for any loss, damage or expense that may result from non-boarding. His return reservation may be cancelled and the Company may have the corresponding seat. If the Passenger does not show up for check-in or boarding of a scheduled departure, the Company may cancel his Tickets for the continuation or return journeys, unless the Passenger has informed the Carrier in advance and in compliance with the conditions provided for in the Ticket.

In case of doubt, the Company therefore strongly recommends that Passengers inquire in advance before any departure to check the check-in and boarding deadlines, as well as the ports of departure and arrival. In view of the control procedures that can be lengthy, Passengers are invited to present themselves with a sufficient margin to complete the departure formalities.

Tickets will be issued by the Company based on the number of seats available on the ship, or any lower number that the Company reserves the right to reduce for security or commercial reasons.

Passengers already in possession of tickets and reservations will have priority over other Passengers at check-in. Each Passenger may be required, at any time, to provide any proof of identity. With the exception of an electronic ticket (the Passenger must then know his reservation number), a Passenger may only be carried if he presents a reservation voucher. If he has already travelled on the outward journey, the Passenger must present his valid boarding pass on his return.

1.4 LIMITATION OF BOARDING

Passengers requiring special assistance must make a prior declaration to the Company at the time of their reservation and at check-in, and expressly obtain their prior authorization for carriage. These include:

- Unaccompanied minor children
- Passengers with reduced mobility
- Pregnant women
- Sick people
- Any other persons requiring special assistance

The Company recommends that Passengers requiring special assistance for medical reasons consult a doctor before departure, and take all necessary precautions. Passengers requiring special assistance must take all necessary precautions before departure (including checking the weather) to ensure that they will be able to make the journey. Even in the event that the Company has given its consent for the carriage of a Passenger requiring special assistance, his responsibility cannot be sought thereafter.

1.5 DENIED EMBARKATION AND DISEMBARKATION

The Company reserves the right to refuse access on board at any point of embarkation and/or connection, or to refuse to continue carrying in the event of discovery during the journey, to any Passenger who, in the opinion of the Company's officers or agents, does not comply with the following conditions:

- Failed to comply with applicable law, including no valid travel documents; or fail to comply with safety and security instructions and regulations.
- Its carriage and/or that of its luggage could endanger the safety, health, comfort or convenience of other Passengers or the crew
- His physical or mental condition, including a condition caused by the consumption of alcohol or the taking of drugs or medications, presents a danger, or even a risk to himself, or to other Passengers, crew or property.
- His behaviour through his incivility has previously compromised safety, health, good order and/or discipline during a journey, check-in, embarkation or disembarkation of a journey, and suggests that such conduct could be repeated. This applies in particular to Passengers whose physical or verbal behaviour, and/or disrespectful attitude towards other Passengers and/or ground staff and/or crew, has prevented the Company's crew or agents from performing their duties, or has caused delays or obstructed the departure of the Company's ship.
- The ticket or reservation presented by the Passenger:
 - was fraudulently acquired or purchased from an organization other than that of the Company or an agent accredited by it;
 - or/has been listed as a lost or stolen document;
 - or/ has been falsified or counterfeited;
 - or/includes a document that has been damaged or altered by someone other than the Company or an agent accredited by it;
- Would have previously sought to carry out any fraud with the Company.

- Refuse to submit to security controls or refuse to provide proof of identity.
 - Allegedly did not respect the check-in and/or boarding deadlines.
 - Would not have paid in full the current fare and/or all fees (including any fare readjustment or excess baggage due), taxes due. Also concerned are Passengers whose payment has not proved valid or whose dispute of payment is in progress.
- In the latter two cases, the Company reserves the right to retain the ticket.

1.6 BAGGAGE AND GOODS

Each adult Passenger has, subject to availability and unless otherwise indicated (ticket sold without baggage), a baggage allowance per person depending on his class of travel, "cabin" baggage which must be kept on board by the Passengers during the crossing, and which will remain under the custody and responsibility of the latter at all times. It is strongly recommended to remove any fragile or valuable objects from the luggage, and to take your luggage on your own. If the Passenger entrusts his baggage to the crew, he therefore waives the Company's liability in the event of loss or damage.

This luggage must not exceed a unit weight of 25 kg and each piece of luggage is limited to the maximum size of 100cm x 80cm x 50cm. This baggage will not be checked in by the Company, unless otherwise specified, and remains on board under the exclusive responsibility of the Passenger. The excess may be taxed according to the Company's tariff. Cargo or excess baggage must be checked in prior to boarding by the Company's agencies. Baggage and cargo not claimed on arrival of the ship may stay at the port of arrival, or be returned to the port of departure, at the expense and risk of their owners.

The Passenger undertakes to write on each parcel and luggage, their name, destination and contact details, in very visible characters and in a durable way. The Passenger declares to have full knowledge of the contents of each of his luggage and not to accept objects from another Passenger or any other person.

The Passenger undertakes not to load as baggage objects other than those of the Passenger's personal origin (personal items and clothing), in particular goods that must be loaded with cargo. Any offender will then have to pay double the normal freight, and neither the captain nor the company incurs any liability for loss, damage or fine. Unless previously and expressly authorized by the Company, scooters or other motorized vehicles. Unaccompanied baggage or goods, which will be taxed according to the Company's tariff, must be checked in by the Company, and are subject to special general conditions of carriage.

The Company reserves the right to refuse access on board, or to refuse to carry in the event of discovery during the journey, of any object, which it considers that its weight, dimensions, configuration, nature (fragile or perishable), insufficient packaging or which is among the unauthorized goods, makes it unsuitable for transport. Similarly, the Company may refuse the carriage of any package for reasons of operation, safety or to preserve the comfort and convenience of Passengers.

For security and/or safety reasons and/or at the request of the authorities, the Passenger may be asked to carry out a search or control (X-ray or other) of his luggage. If the Passenger is not available, his luggage may be checked or searched in his absence, in particular to check if they contain unauthorized goods. If the Passenger refuses to comply with such requests, the Company may refuse to carry him and his luggage. If these checks damage the baggage and its contents or cause damage, the Company will not be liable. In any case, the Company will not take in deposit luggage and / or items refused.

The Company declines all responsibility in the event of theft, disappearance, damage or breakage of luggage. The Company assumes no responsibility for baggage, which remains in the exclusive custody of the Passenger, even when placed in locations provided for this purpose, unless proof of fault on the part of the Company. The Company draws the attention of Passengers to the need to protect certain values or objects such as cash, securities, jewellery, cameras, camcorders, computers, telephones and other valuables carried by passengers.

In any case, the lump sum in case of fault of the Company duly proven, may not exceed the lump sum of 300 €.

1.7 UNAUTHORIZED GOODS

The following goods are not permitted on board, whether placed in baggage or loaded with cargo:

- Flammable, explosive or dangerous materials (such as: matches, powder, cartridges, gas cylinders, films, firecrackers, ammunition, paints, etc.).
- Objects whose importation is prohibited, or which will not comply with customs or police laws and regulations, including firearms, sharp weapons (swords, knives), attack or defense weapons (aerosols). Weapons intended for hunting or sport must be the subject of a prior declaration by the Passenger to the Company, subject to its authorization
- Fresh or frozen food products.
- Objects whose weight, size, unpleasant smell, configuration or nature, fragile or perishable, reasonably consider to be of weight, size, size, shape or perishable.

Any Passenger who has embarked with such goods will be liable to the Company for any damages and expenses that may result from their boarding, and be claimed by the Company any sum, fine, loss, repair, and any kind of costs that the Company has incurred in such a situation, without prejudice to the penalties enacted by French and foreign laws.

1.8 DELIVERY OF BAGGAGE

The Company makes no commitment to deliver baggage outside normal working and working hours of customs. No claim for delay in making it available will be accepted. The Company reserves the right to load the baggage on the planned ship or on one of the following two, without giving any prior notice to the Passengers or shippers.

1.9 ANIMALS

Live dogs and cats are allowed on board, only after prior and explicit authorization of the Company, under conditions (non-aggressive and healthy animal, the wearing of the leash is mandatory for dogs throughout the trip, the Company reserving the possibility of claiming the muzzle or a transport cage for dogs or cats) and if they have all the necessary documents in good standing: a certificate of vaccination and/or a certificate of good health of less than three months may be requested. Other animals, unless otherwise specified in advance, shall be deemed not to be allowed on board. The number of animals that can be transported is limited per trip and per Passenger.

The animals allowed on board may then be embarked on the external decks only (animals are not allowed in the cabin), knowing that the crew may however limit their access to certain places, without any guarantee of injury, loss, delay, illness or mortality, and the Company therefore assumes no responsibility for damages, of any nature whatsoever, which may occur during maritime transport.

The pet and its cash register are not included in the baggage allowance; the Passenger may have to pay a fare supplement, the conditions of which are available from the Company. In the event of non-compliance with the above rules, a Passenger travelling with such an animal may be claimed by the Company any sum, fine, loss, repair, and any kind of costs that the Company has incurred in such a situation, without prejudice to the penalties enacted by French and foreign laws. The Company does not incur any responsibility for the state of health of the animal transported, whose boarding and custody remains under the full responsibility of the Passenger.

1.10 REGULATIONS ON BOARD

Passengers undertake to submit, in all cases, to the regulations established by the Company on board its ships. Unless otherwise stated, seating on board is not numbered. However, there are booking classes on board for which one or more cabins or seat categories may be assigned.

If the Company reasonably considers that by its conduct on board a Passenger endangers the ship, a person or property, or that it prevents the crew from performing its duties or that it does not comply with the recommendations and instructions of the crew, in particular if they concern the use of alcohol or drugs, or if he behaves in a manner that causes or may cause, for the other Passengers, for the crew, discomfort to their comfort or convenience, damage or injury, the Company may take towards him such measures, including coercion, as it deems necessary to prevent the continuation of such behavior.

The Passenger may be disembarked, be refused carriage for subsequent journeys to any port, be prosecuted for offences or any wrongdoing he has committed on board the ship, and be claimed by the Company any sum, loss, repair, and any kind of costs that the Company has incurred in such a situation.

On board, it is forbidden to smoke in any way in the cabins or toilets. Unless otherwise stated, smoking is allowed on the outdoor decks. When it deems it necessary, the crew may be required to limit or prohibit the consumption of alcohol on board.

1.11 INSURANCE

The Company draws the attention of Passengers to the interest of taking out appropriate insurance to cover possible risks, in particular luggage and goods (for example in the case of precious goods transported), or delays, changes and cancellations.

Some insurance may be offered by the Company, or directly to Passengers by other insurance companies, but it is the responsibility of Passengers to ensure that they are covered by insurance in terms of civil liability or personal insurance, or to protect themselves from the various risks inherent in transport.

1.12 DAMAGE TO THE VESSEL

In the event that the Passenger causes damage to the ship or its furnishings or to any object belonging to the Company, he will be liable to the Company and must compensate for the damage caused.

1.13 PERSONAL INJURY AND LIMITATION OF LIABILITY

For any damage occurring to his person, the Passenger must send reservations to the Company no later than 5 days after the date of disembarkation, by registered letter with acknowledgment of receipt. In the event that the damage is not declared by registered letter with acknowledgment of receipt, or after the deadline provided, no claim can be taken into consideration.

For bodily injury occurring to the person of the Passengers, either on board or during embarkation or disembarkation operations, as well as for loss or damage affecting the Passengers' luggage, the Company may only be held liable by the Passengers themselves or their successors in title, under the conditions and limits set by french law of 18 June 1966, amended by the Law of 23 December 1986 and the London Convention of 1976, which govern the liability of the sea carrier.

All limitations, disclaimers and stipulations of this Contract concerning the liability of the Company also apply, where applicable, to the liability of its agents, vessels, employees and other representatives and also to the liability, in the event that it is engaged, of the owners, agents, employees and other representatives of any substituted vessel.

1.14 DAMAGE TO BAGGAGE AND CARGO

For all damage to the goods, this contract is governed by the law of 18 June 1966, or by the Brussels International Convention of 25 August 1924, but only in cases and limits where these texts are binding on the parties.

1.15 VALIDITY OF THE CONTRACT

The possible invalidation of one or more provisions of these General Conditions of Carriage shall have no effect on the validity of the other provisions unless the contract of carriage could not survive without this provision declared null and void and which would be decisive and essential to the existence of the said contract.

1.16 JURISDICTION CLAUSE AND PRIMACY OF THE FRENCH VERSION

The court competent to hear the difficulties to which the execution of this contract could give rise is the Commercial Court of Paris, even in the event of an appeal in guarantee or plurality of defendants or relatedness. The Passenger declares to accept this jurisdiction and refrains from suing the Company in any other court.

These General Conditions of Carriage are applicable insofar as they are not contrary to the law in force.

These conditions may be translated into several languages. In the event of any contradiction between the French version of this text and any other translated version, the French version shall prevail.

2 - FARE CONDITIONS - TICKETS - MODIFICATION - CANCELLATION

2.1 FARES

Fares apply only to carriage from the port of departure to the port of arrival, unless otherwise stated.

The Company has set up flexible pricing and notably reserves the right to modify its prices at any time, without notice. The fare will be calculated in accordance with our fares in effect on the date the ticket is purchased, for travel on the dates and for the itinerary indicated on this ticket.

Any reservation or registration made during a given period may not be subject to a subsequent downward price modification, nor to the application of lower pricing conditions resulting from promotions subsequent to the reservation or registration. Any changes to your itinerary or travel dates may affect the applicable fare.

When selling a ticket remotely (particularly via the internet), the Company reserves the right to modify the conditions of sale until departure check-in.

Each tariff may be associated with special features corresponding to the special conditions of sale of the transport contract such as: subscribers, residents of St Barthélemy or St Martin/St Maarten, children, babies, groups, etc.

Some tickets, sold at specific rates, are partially or totally non-modifiable and/or non-refundable. When booking, it is the Passenger's responsibility to ensure the conditions applicable to the use of their Ticket and, where applicable, to take out the appropriate cancellation insurance or guarantees to cover cases where they have to modify or cancel their trip.

If the Passenger benefits from a fare reduction or a fare with special conditions, they must be able, at any time during their trip, to provide the supporting documents corresponding to the conditions set out by the Company. Failing this, a fare readjustment corresponding to the difference between the fare including tax initially paid and the fare including tax that he would have to pay will be made or the Passenger may be refused boarding.

The Company draws the Passenger's attention to the fact that it may happen that a fare error affects the price of the reservation. In accordance with applicable law, the Company may cancel any reservation in the event of a display error or technical error that makes the price of the reservation manifestly incorrect or derisory.

2.2 FEES, TAXES AND CHARGES

Service charges may be invoiced to the Passenger by the Company for all bookings made directly with its website or any other of its points of sale.

Any fees, taxes or charges imposed by a government, by any other authority or by the manager of a port will be borne by the Passenger. When purchasing a ticket, the Passenger may be advised of these costs, taxes or fees, which will either be included in the advertised price including all taxes, or added to the price excluding taxes. Fees, taxes or charges are constantly changing and may be created (or increased) after the date of purchase of the ticket, in which case the Passenger will be obliged to pay the corresponding amount before departure.

2.3 PAYMENT

Fares, taxes, fees and charges are payable in Euros, unless another currency is specified, by the Company or its authorized agent. In addition, the Carrier may, at its discretion, accept payment in another currency.

The means of payment accepted by the Company are Visa or Mastercard bank cards, on-site checks (ST Martin/St Barth) or cash, subject to specific provisions that may be applied without notice at ticket offices or on the website. company website. In the event of rejection, default or contestation of the payment of part or all of the sums due to the Company and this, after the issue of the ticket, the said ticket will be automatically canceled and the passenger may be refused access on board until all sums due to the Company have been paid. The Company reserves the right to take any legal action against the Passenger who fraudulently acquired their Ticket.

Fares apply only to transport from the port of departure to the port of arrival, unless otherwise stated.

The Company has implemented flexible pricing and reserves the right to change its rates at any time, without notice. The fare will be calculated in accordance with our fares in effect on the date of purchase of the ticket, for a trip scheduled on the dates and for the itinerary indicated on this ticket.

Any reservation or registration made at a given period may not be subject to a subsequent price change downwards, nor to the application of lower fare conditions resulting from promotions subsequent to the reservation or registration. Any change in itinerary or dates of your trip may affect the applicable fare.

During a distance ticket sale (by internet in particular), the Company reserves the right to modify the conditions of sale until the check-in of departure.

To each fare, can be associated particularities corresponding to the particular conditions of sale of the transport contract such as: subscribers, residents of St Barthélemy or St Martin/St Maarten, children, babies, group, etc ...

2.4 LOYALTY PROGRAM AND PROMOTIONS

The Company may set up loyalty programs, in the form of the purchase of group tickets, loyalty cards or any other form of tickets with specific conditions. Passengers who have benefited from a fare reduction or special conditions must be able to justify its validity and regularity, at any time during the trip, by means of official documents required by the Company in its special conditions. Promotional or reduced rates (for subscribers and residents) are not refundable, modifiable with or without fees, or exchangeable unless otherwise stated in the conditions specific to these rates and specified in the documents in which they are published.

The Company reserves the right at any time to refuse the participation of a Passenger in these promotional actions (or reduced rate) without any prejudice being invoked by the Passenger.

2.5 ONLINE PAYMENT

The Company has a website and a telephone reservation center for any information, reservation or registration relating to the services detailed in our commercial documents.

In accordance with article 3.2 of the European Directive 97-7 of May 20, 1997 concerning the protection of consumers in distance contracts, some of these provisions (articles 4, 5, 6 and 7 paragraph 1) do not apply. the contract for the provision of accommodation, transport, catering or leisure services, when the supplier undertakes, when the contract is concluded, to provide its services on a specific date or during a specified period (...). In particular, article 6 concerning the right of withdrawal does not apply to our services which remain governed by our special conditions of sale and transport by sea, appearing on our commercial documents, on the online booking screens and available on simple request.

The Passenger expressly waives, by making an online reservation with the Company, the right to subsequently contest the payment by credit card for any reason whatsoever, and undertakes to fully assume all costs resulting from his acts to which he has waived.

2.6 ISSUANCE AND VALIDITY OF THE TICKET

Tickets, boarding passes or reservation vouchers are personal and non-transferable. Unless otherwise indicated, they are nominative, cannot be transferred or changed, and remain the property of the Company at all times. Some tickets may be dematerialized by the Company and will remain subject, unless otherwise provided, to the same rules as other tickets.

If a passenger fails to cancel his ticket before departure and fails to show up for departure (no-show), the passenger will be deemed to have waived his ticket for that portion of the flight. It is understood and agreed that the total amount paid for the ticket is equivalent to the value of the damage suffered as a result of the impossibility of reselling the lost seat and

that this amount will be retained by the Company as compensation and liquidated damages. ; no refund will be issued in case of no show.

If a ticket bears no departure date, and in the absence of contrary provisions indicated on this ticket, it can only be used during the year following the date of issue and depending on the places available. After this period, it will become void, even to obtain reimbursement.

A ticket is a valuable item and it is the Passenger's responsibility to take all measures to keep it. The price of the passage is acquired in any event (in particular in the event of loss, theft, delay, etc.).

2.7 MODIFICATION

Unless otherwise indicated in the fare class, the offers are deemed to be modifiable at the level of the day and time of departure, only before the departure initially planned, and do not allow a change of surname or first name of the Passenger. Certain promotional offers or reduced rates cannot be modified.

When the offers can be modified in terms of travel times and dates, the modification costs are applied per journey and per intervention for any change of time, day of departure or return, number of Passengers. If the Passenger chooses a different date or time for which the crossing is of a lower price than that which he has already paid, he cannot claim any refund afterwards. If the crossing is of a higher price, he will have to pay the corresponding supplement. He will also have to pay the difference between the initial rate and the rate applicable on the day he makes the change.

2.8 CANCELLATION AND REFUND

Under certain conditions, Passengers may cancel their transport contract, with costs, by notifying the Company in writing and returning the reservation vouchers issued by the Company.

The Company may refund all or part of a ticket according to the fare conditions of the ticket.

Certain fares may be subject to conditions which limit or exclude the possibility of changing the itinerary, the dates of travel or the possibility of canceling the trip; and therefore get a refund.

The Passenger cannot claim a refund in the event of a situation of doubt or of unavailable or contradictory information. It remains the responsibility of the Passenger, before the purchase, to find out about all the conditions of cancellation and possible refund, linked to the fare class of a ticket.

The Company has the right to refuse reimbursement under the following conditions:

- Non-refundable tickets
- Request made after the expiry date of the ticket, or after the deadline for requesting a refund
- Ticket in a currency different from that in which the payment was made
- In extraordinary circumstances.

Extraordinary circumstances are defined as all exceptional events that are beyond the Company's control due to their nature or origin. Are concerned in particular:

- Bad weather conditions preventing the ship, its crew and its passengers from traveling in sufficient conditions of safety and comfort,
- Security risks,
- Civil or foreign war, riots,
- The port blockade,
- Epidemics, pandemics or quarantine situations,
- Unemployment,
- The detention of the vessel ordered by the Authorities,
- Total or partial strikes, by coalitions of employers, workers, officers, sailors, any employees, whether or not they are in the service of the Company,
- The disarmament or partial or total stoppage of the Company's ships resulting from general or partial lockouts, regardless of the promoters,
- Ticket not used following the refusal to transport the Passenger by the Company in all the cases provided for in article 1.5

2.9 SERVICE CHANGED BY THE COMPANY

The company reserves the right to change the departure time or to combine several departures during the same day due to crowds. This change will be notified to the Passenger in advance by the Company, with no refund possible for the Passenger.

However, in the event that the departure is modified by more than 4 hours by the Company:

- The Passenger on a normal fare (EcoFlex, Smart or Business Class) may request the cancellation of the modified portion of the trip and obtain a maximum refund of the price paid for this portion of the trip, without being able to claim additional costs. Please note: SmartWifi and Business Class passengers benefit from reimbursement conditions specific to their class of travel, not linked to this 4-hour period.
- The Passenger who has obtained a promotional or reduced rate (for any reason whatsoever, resident, loyalty card, etc.) may request the cancellation of the modified portion of the trip and obtain a maximum date open for one year, without be able to claim additional costs or reimbursement

The Company also retains the right to substitute one of its ships for the one announced for departure. The Company may be required to make the trip using the services of another carrier.

The Captain and the Company are not liable for diversions, modifications or interruptions of services or delays in the departures and arrivals of the ship, nor for the non-coincidence in the arrivals, departures or correspondence of ships and other means of locomotion, nor cases of pandemic or quarantine; the sanitary costs of food and others being - in this case - the responsibility of the Passengers.

The Captain and the Company are not liable, in particular, for the delay in the performance of the transport contract, nor for its non-performance, nor for any consequences that may result from damage, delays or non-performance of the services requested from its suppliers, bad weather conditions, unemployment, civil or foreign war, port blockade, detention of the ship ordered by the authorities, total or partial strikes, coalitions of employers, workers, officers, sailors, of any employees, whether or not in the service of the Company, the disarmament or partial or total stoppage of the Company's ships resulting from general or partial lockouts, pandemic or quarantine, whatever are the promoters. They therefore decline all responsibility for the consequences of these irregularities or interruptions or deletions of service and the costs and risks of the stay will be borne by the Passengers.

2.10 ASSISTANCES AND RESCUE

The Captain is permitted to tow, to rescue vessels in all situations, to divert, to carry out all rescues and all transshipments, the Passengers renouncing any claim in this regard.

2.11 ADDITIONAL SERVICES

The Company will endeavor to satisfy the Passenger's requests concerning additional services on land or on board (drinks services, internet, check-in and/or priority boarding, airport transfer, etc.). However, the Company cannot be held liable if imperatives related to safety and security, and to operation or reasons independent of the Company do not allow it to provide the appropriate services, even if these have been confirmed upon booking.

If the Company as part of a contract of carriage and subject to applicable law, agrees to make arrangements, through third parties, for the provision of additional services other than ferry carriage or if the Company issues a ticket or a voucher for transportation or services (other than ferry travel), such as, for example, hotel reservations or car rentals, the Company has, in this case, only a representative and will not be liable to the Passenger except in the event of proven fault on his part (and in the latter case, the Company's liability is expressly limited to the amount of the additional service). The conditions of carriage or sale that govern the activities of such third parties will apply. The conditions of carriage and the liability regimes are available, on request, from the Company or the third party providing the additional service. The Company is not liable for damage to Passengers and their luggage during the additional service.

2.12 REQUEST FOR INFORMATION, COMPLAINT, NOTIFICATION

Any request for information, complaint or notification to the Company must be addressed to:

- By mail: VOYAGER, Ferry terminal in Marigot in St Martin (97150) French West Indies
- By email: email form available on our website www.voy12.com
- By phone: (590) 590 87 10 68