

GENERAL INFORMATION

These general terms and conditions of sale are under the application of French law.

Tickets sold online or in our ticket offices are **valid only on the day and at the departure time specified**.

For your information, please consult our schedules and rates in the indicated section on our website www.bateauxverts.com.

The passenger is free to choose any departure and return time for the « OPEN » shuttles (Sainte-Maxime / Saint-Tropez). LES BATEAUX VERTS assumes no liability if passengers do not comply with the schedules.

You should be at the boarding gate **at least 20 minutes before departure time**, with your tickets or your smartphone / tablet: if you were not able to print your tickets, you must be able to show your e-tickets on the screen for the check-in by the crew members.

Presentation of a transport ticket is required to access the boat. The passengers must keep their tickets so that they can show them when tickets are checked : on the way to go and also on the way to come back.

The crossing times mentioned on our communication medium are approximate and can vary depending on the boat or the weather conditions.

All our boats are accessible to persons with reduced mobility and strollers. Bicycles are allowed aboard the shuttles on regular services (additional fee), depending on availability onboard. Dogs are allowed for free onboard.

According to the law, smoking is strictly prohibited onboard.

CHILDREN FROM 4 TO 11 YEARS OLD

Children under 4 years old must have a free of charge travel ticket.

Children under 18 years old should travel under the supervision and responsibility of a parent or a legal representative. The company can refuse to transport children under 12 years old travelling alone, or can require to fill in a disclaimer (this document is available at our counter and shall be asked before the departure of the boat).

Furthermore, for security reasons, we do not accept to transport more than 4 children per adult, except if they are in the context of school groups and under the supervision of school professionals.

RATES

Our prices include VAT and passenger charges.

Special Rates for Groups (grouped purchase of 10 tickets for example) are not sold online.

For any group reservation, please contact our sales department at info@bateauxverts.com

Booked Groups are boarded first for convenience.

Rates subject to increase, depending on : VAT, charges, gasoil, etc.

PAYMENT

E-tickets are purchased by credit card only (American Express not accepted).

Tickets purchased in shops : credit card (American Express not accepted), cash, ANCV.

DISABLED PEOPLE

Wheelchairs can be embarked on our boats, the wheelchair width shall not exceed 80cm. The number of wheelchairs is limited onboard (maximum of 3).

persons with reduced mobility are boarded first.

CANCELLATIONS, DELAYS

After the validation and payment of your order, tickets are not exchangeable nor refundable and correspond to a specific date and time (except for the « OPEN » shuttles).

- In the event of cancellation by LES BATEAUX VERTS** : the SAS EMC BATEAUX VERTS Company reserves the right to modify or cancel all or part of the schedules without prior notice for technical, meteorological, sanitary or regulatory reasons or if passenger numbers are too low.
In this case, cancellation and refund will be free of charge.
The captain of the ship is empowered to cancel one of our services, if the passenger comfort or safety were compromised.
- In the event of cancellation by the passenger** : tickets are **neither exchangeable nor refundable**.
- In case of passenger delay** : the passengers must be at the boarding gate at least 20 minutes before the departure time mentioned on the ticket. Les Bateaux Verts shall not be liable if passengers are late because of delays due to road traffic or parking. If the passenger is not at the boarding gate at the scheduled departure time, he or she shall not be entitled to claim any refund, any ticket postponement nor any compensation.
- Event independent of LES BATEAUX VERTS** : LES BATEAUX VERTS could not be held responsible of cancellation or delay impacted by Event Organizer, like Voiles de St-Tropez, Sail GP, Rolex Cup, Braderie de St-Tropez...

EXCURSION COMMENTARY

Commentary provided during excursions is generally delivered orally by the crew. It is offered in French only and is neither guaranteed nor mandatory. For safety, operational, or other necessary reasons, the captain or crew reserve the right to suspend or cancel this commentary at any time.

Some excursions offer multilingual commentary through a free mobile application, available for download on iOS or Android. The application provides excursion content in both audio and written formats in several languages. Passengers are required to bring their own earphones compatible with their device to fully enjoy this option. To preserve the acoustic comfort of all passengers, the use of loudspeakers or any other sound broadcasting devices is strictly prohibited on board vessels, particularly for listening to excursion commentary. Only individual earphones are permitted for listening to such commentary or any other audio content. The company cannot be held responsible for any malfunctions related to the use of the mobile application or earphones.

SAFETY, SECURITY AND SANITARY MEASURES

The Captain reserves the right to refuse the boarding to any person who could compromise the security and the tranquillity onboard the ship. An inspection of your bag(s) can be required before boarding.

In any case, every passenger must follow the security and safety rules established by Les Bateaux Verts onboard, as well as the instructions from the Captain and his crew.

Les Bateaux Verts could not be held responsible for the passengers' personal items (loss, theft, damage, etc...), including their tickets bought online.

Les Bateaux Verts strictly enforce the applicable regulations prevailing on the date of the service (security and sanitary measures).

PROTECTION OF PERSONAL DATA

Your personal data (identity : name, gender, age, nationality, phone number, email address, postal address) are requested at the time of booking to establish the passengers list (legal requirement), and to send you your e-tickets.

These data are collected for internal management purposes (bookings, statistics, etc.) or for legal requirements. They are not used for commercial ends, and they are neither forwarded to any third party, to any authority nor sold. The client's telephone contact details will never be used for cold calling (whether for commercial or advertising purposes) but are used only to contact the passenger in case of service cancellation generated by SAS EMC BATEAUX VERTS, for bad weather or technical reason.

In accordance with Article L221.2 of the French « Code de la consommation », the consumer is informed of his right to register to a bloctel platform list (<https://www.bloctel.gouv.fr>) so as not to receive cold calls.

When you buy your e-ticket online, a « keep data » checkbox must be selected if you want us to keep your personal data. 48 hours after your boat trip, if this checkbox has not been checked, personal data are automatically deleted.

We take every effort to protect your personal data against threats. Our booking software is hosted on an encrypted external server, and is therefore inviolable by outside sources.

FORCE MAJEURE

The client reserves the possibility of cancelling a service in the case of force majeure (fire, explosion, attack, natural disasters). Any event such as a pandemic which meets the criteria of force majeure and which significantly impacts the realization of the ordered service will be considered as a case of force majeure. In this case, the sum paid by the customer will be refund without any additional compensation.

APPLICABLE RIGHTS AND DISPUTES

Right of withdrawal

In accordance with Article L221.18 of the French « Code de la consommation », the client may not exercise his right of withdrawal for any transport service relative to an excursion or a shuttle service bought for a specific date.

Complaints - Consumer disputes - Mediation

In case of a dispute, the client shall first contact LES BATEAUX VERTS to reach an amicable solution by sending a complaint to SAS EMC Les Bateaux Verts customers service, as follows :

- By post : SAS EMC les Bateaux Verts- 14 Quai Léon Condroyer 83120 Sainte-Maxime – France
- By email : info@bateauxverts.com

In order to facilitate the processing of the complaint, it should be accompanied by the claim form which is available in our counters or in the « client satisfaction » section on our website www.bateauxverts.com.

In the absence of an amicable settlement, the consumer can address a complaint to the Mediator of consumption to whom the professional belongs (free of charge) , within one year from the date the claim has been addressed in writing to the professional : the Mediator of consumption is “Association des Médiateurs Européens” (AME CONSO)

The referral to a mediator must be carried out as follows :

- Either by filling in the form provided for this purpose on AME-CONSO website : www.mediationconso-ame.com
- Or by mail addressed to AME CONSO, 197 Boulevard Saint-Germain- 75007 PARIS – France

The buyer may also choose to use the dispute-resolution service offered by the European Commission through a platform accessible at the following address : <http://ec.europa.eu/consumers/odr/>.

Any dispute where an amicable settlement has not been possible shall be the exclusive jurisdiction of French courts.