



WELCOME ABOARD THE COMTESSA

A CUSTOMIZED SEA-LAND AND GASTRONOMIC EXPERIENCE

SEA OR SEA & LAND OPTION?

We offer two comfortable all-inclusive double cabins for hire.

A real guest cabin with 1.60 meter wide beds. Cupboards and plenty of storage space.

Le Bedding and bath towels are provided

WATER ACTIVITIES

With a total length of 13 meters and a power of 57 horsepower, it will be your best ally for spending extraordinary holidays on the water. This boat is equipped with a mainsail and a furling Genoa. In particular, it has all the equipment necessary for offshore navigation, plus dinghy engine, exterior speakers, deck shower, WIFI internet, snorkel fins, diving masks, kayak, paddle-board, fishing equipment, etc....

MEALS & DRINKS

We sail as a family and offer you a quality and family service. We have extensive experience in luxury charter. and as a former restaurateur we will serve you local and quality food. You will be served on board breakfast, lunches, dinners, alcoholic drinks or not.

OPTION 1

In this first option we offer three days of navigation and nautical activities with full board.

What's included

- Meals and Drinks
- Crew (Skipper and Hostess / Cook)
- Cabin + Sheets and Towels
- Kayak, Paddle Board, Masks, Snorkels, Fins
- Tenders and outboard motor
- Fishing equipment
- Cleaning costs
- Fuel
- Port and mooring costs

What is not included

- Scuba diving (we can organize for you that the clubs come to take you on board.)
- Restocking, or special request



OPTION 2

In addition to OPTION 1 SEA

Why leave your cabin after 3 days at sea?

We suggest you take advantage of your cabin for another 4 days to allow you to discover Guadeloupe, this time by land.

Indeed the natural and cultural riches are numerous.

We will be happy to advise you if you wish.

La Soufrière, Les Chutes du Carbet, Les Marchés de basse terre, Museums and Creole culture etc..... are must-see places!!

The price offered is the price only for overnight stays.
We do not offer meals or drinks.

The idea is to allow you to visit the islands, sleep on a sailboat and enjoy the unique atmosphere of the pontoons and marinas.

What's included

- Cabin + Sheets and Towels
- Shipping fees
- Cleaning costs
- Masks, Snorkels, Fins

ALL INCLUSIVE PRICE OPTION 1 & 2 (7DAYS)

- Price of the week for a cabin for 2 people in double occupancy (2 people) all inclusive 2460 euros
- Price of the week for a cabin for 2 people in single occupancy (1 person) all inclusive 1970 euros

ALL INCLUSIVE PRICE OPTION 1 (3DAYS)

- Price 3 days for a cabin for 2 people in double occupancy (2 people) all inclusive 1960 euros
- Price 3 days for a cabin for 2 people in single occupancy (1 person) all inclusive 1670 euros

Indicative price details included in the price of options: (per person per day)

- Meals and drinks 80 euros
(Breakfast, lunch, dinner, aperitif at 5 p.m. accompanied by the cocktail of the day plus self-service drink)
- Crew 70 euros
(skipper, hostess – cook)
- Cabin, Sheets and towels - SEA 70 euros
(Change mid-week)
- “Aquatic Fun” kit 55 euros
(kayak, Paddle-Board, Masks, Snorkels, Fins, Fishing equipment)
- Fuel 35 euros
(Diesel for the engine of the COMTESSA)
- Cleaning costs 20 euros
(exterior and interior)
- Cabin, Sheets, bath towels, Masks, Snorkels, Flippers - EARTH 60 euros



CONTRACT AND GENERAL CONDITIONS CRUISE BOOKING_{entre}

NAME :
SURNAME :
ADDRESS :
PHONE :
EMAIL :

et

COMTESSA S.Y
Mr Frédéric Nunez et Madame Stéfania Nunez Propriétaire
f.nunez.comtessa@gmail.com
+33 763 53 49 27

These General Conditions are applicable from March 1, 2023 to any Cruise and/or Stay booking contract concluded with COMTESSA S.Y.

Article 1 - Définitions

Cruise: service offered by COMTESSA S.Y consisting of a tourist trip aboard a boat with crew, the itinerary of which is predefined or not and the terms of which are listed in the order form. Cruises include cabin cruises and private cruises.

Article 2 – Purpose and fields of application

These general conditions of sale (hereinafter the “General Conditions”) apply to the reservation by the Traveler of any Cruise on the Site.

COMTESSA S.Y markets Cruise booking offers on its Site to anyone who has expressly declared that they have read the General Conditions and accepted them, as well as the description sheets of the offers.

If one of the clauses of the General Conditions turns out to be null or abusive, the contract will remain applicable in all its provisions other than those deemed null and abusive, if it can survive without these clauses.

Article 3 – Cruise Reservation

3.1. Descriptive sheets of Cruises

The descriptions of Cruises appearing on the Site commit COMTESSA S.Y. It is recalled that minimal differences may exist between the photos appearing on the descriptive sheets and the products supplied.

COMTESSA S.Y reserves the right to modify them at any time before signing the contract with the Traveller. The modifications may relate in particular to: the amount of the price, the itinerary, the services offered or the model of the boat. The modifications made to the descriptive sheets are subject to an update on the Site.

After signature of the contract, the modifications made to the descriptive sheets are not applicable to the Cruises covered by the contract.

3.2 Quotation request

When the Traveler is interested in the Cruise description, he sends a quote request to GlobeSailor. The quote request indicates the dates on which the Traveler wishes to make a reservation, the number of people included in the reservation and, if applicable, whether or not he wishes to privatize the boat. The Traveler's contact details are also indicated.



Article 4 – Payment

4.1 Deposit

Payment of the deposit is made by bank transfer to the account of COMTESSA S.Y.

When the reservation is made less than 45 (forty-five) days before the departure of the Cruise, a deposit of 100% of the price is requested from the Traveler.

Compte de Versement :

M. FREDERIC NUNEZ
DOMICILIATION : LE GRAU DU ROI (01533)
IBAN : FR76 3000 3015 3300 0507 2981 409
BIC : SOGEFRPP

4.2 Payment schedule

Payment of the balance of the rental price is made directly by the Traveller. By bank transfer to the COMTESSA S.Y account

Payment of the balance of the service must be made within 45 (forty-five) days before the departure of the Cruise.

Failing this, the Traveler is deemed to have canceled his reservation in accordance with Article 5.

All payments are firm and definitive and cannot give rise to any reimbursement without the prior agreement of COMTESSA S.Y. No reimbursement may be requested from the bank used to make the payments, or from any other third party.

Article 5 – Cancellation of the Cruise

5.1 Cancellation by the Traveler

In the event of cancellation, the Traveler informs COMTESSA S.Y directly by email at the address:
f.nunez.comtessa@gmail.com

The following cancellation fees will be due:

Up to 90 days before the departure date: 25% of the total amount including tax of the reservation

From 89 to 60 days before the departure date: 50% of the total amount including tax of the reservation

From 59 to 30 days before the departure date: 75% of the total amount including tax of the reservation

From 29 days to the departure date: 100% of the total amount including tax of the reservation

The date of receipt of the cancellation request will be taken into account for the calculation of any fees due.

The Traveler's no-show at the time of departure is deemed to be a cancellation of the reservation on the day of departure.

5.2 Cancellation by COMTESSA S.Y

In the event of cancellation of the Cruise due to exceptional and unavoidable circumstances (as defined in Article 10 paragraph 3), COMTESSA S.Y undertakes to inform the Traveler without delay and to make every effort to offer him a service of similar or higher quality.

If no substitute Cruise can be found, COMTESSA S.Y will immediately reimburse the amount of the sums paid to it by the Traveller, without any additional compensation being requested. **Article 6 – Modification de la Croisière**

6.1 Modification of services by the Traveler

Any request for modification of the services offered under the Cruise reserved by the Traveler must be sent by email to the following address: f.nunez.comtessa@gmail.com

If the modification request is accepted, the cancellation thresholds remain based on the calendar dates of the original file.

The modification of the reservation may, if necessary, incur additional costs.



6.2 Modification of services by COMTESSA S.Y

COMTESSA S.Y reserves the right to make minor changes to the reserved services such as the menu, the itinerary, the model of boat (subject to comfort), the accessory equipment for the comfort and leisure of the boat, and informs the Traveler on a durable medium in a clear, comprehensive and apparent manner.

IF COMTESSA S.Y is forced to modify one of the essential aspects of the contract concluded, it shall inform the Traveler thereof without delay. The Traveler can then accept the changes or be reimbursed free of charge for the total amount paid for the reservation.

6.3 Modification of the price by COMTESSA S.Y

Prices may be increased in accordance with legal provisions, only if the increases are the direct consequence: the cost of passenger transport resulting from the cost of fuel or other energy sources; the level of taxes or charges on the travel services included in the contract; foreign exchange rates.

The amount of the price increase will amount to a corresponding increase in the freight charges, level of tax and applicable currency exchange rate as described in the order form.

Any price increases are communicated to the Traveler at least 20 (twenty) days before the start of the Cruise. Any reduction in the costs mentioned above, occurring between the signing of the contract and the start of the Cruise, may lead to a corresponding reduction in price for the Traveller.

6.4 Assignment of the Contract

COMTESSA S.Y may assign the contract entered into with the Traveler to an assignee fulfilling the same conditions as him to carry out the trip as long as the contract has no effect. Where applicable, COMTESSA S.Y notifies the Traveler no later than 7 (seven) days before the start of the Cruise.

Article 7 – Special Conditions

7.1 Services provided

The model of the ship, its particularities, the content of the service, the prices, the dates of the Cruise, the composition of the crew are those designated in the order form.

7.2 Crew Duties

The captain ensures the conduct of the vessel, for which he has custody and responsibility. He takes care of the exterior cleaning, maintenance, administrative formalities as well as taking shifts. He is in charge of relations with the authorities and the Travelers for everything concerning the organization of the Cruise.

The hostess, mentioned on the order form, has the function of cooking, washing up, serving, supplying, cleaning the interior common areas and keeping watch.

7.3 Routes

Itineraries, journey times and stopovers are given as an indication and may be modified according to imperatives or weather conditions. The crew is the sole decision maker in choosing the route.

7.4 Compliance with safety rules and regulations

The Traveler undertakes to read and comply with the safety instructions, as well as the safety rules explained by the captain when they board.

The Traveler is solely responsible for the compliance of travel documents, passport, any visas and vaccination certificates, for himself and the people accompanying him, according to the regulations of the countries covered.

Any cancellation, refusal of boarding, shortening of the Cruise resulting from the non-compliance of travel documents, any visas and vaccination certificates is considered as a cancellation by the Traveler and will give rise to the cancellation costs incurred by the item 5.



Article 8 – Responsibilities

COMTESSA S.Y makes every effort to ensure that the services purchased through its Site are performed under the best possible conditions.

COMTESSA S.Y cannot be held liable in the event of non-performance or poor performance of the contract, which is attributable to the Traveler or results from an unforeseeable and insurmountable event by a third party unrelated to the service or exceptional and unavoidable circumstances. .

The following are considered exceptional and unavoidable circumstances (without this list being exhaustive): strikes outside the parties, lockouts or other social conflicts, demonstrations, riots, blockade, invasion, war, fire, explosion, sabotage, major weather problems , collision, grounding, government act or regulation, major technical failure, serious illness, diversion justified by the obligation of assistance or recourse at sea.

The Traveler shall immediately inform COMTESSA S.Y (by email to the address f.nunez.comtessa@gmail.com) of any non-compliance noted during the performance of the contract. COMTESSA S.Y r undertakes to make its best efforts to remedy this non-compliance.

If a significant part of the services offered under the contract can no longer be performed, COMTESSA S.Y offers services of equal or higher quality to the Traveler, or of lower quality for an appropriate price reduction. The

Traveler may only refuse the services offered if they are not comparable, or if the price reduction is not appropriate.

The Traveler's personal effects are their sole responsibility and COMTESSA S.Y is not responsible for any damage or loss during the Cruise. The failure of accessory comfort or leisure equipment during the Cruise does not give rise to any compensation.

Article 9 - Personal data

The personal data that the Traveler communicates by completing the forms available on the COMTESSA S.Y

Sites, namely the surname, first name, address, email, telephone are intended exclusively for COMTESSA S.Y and processed in accordance with the provisions of Law No. 78-17. of January 6, 1978 amended by Law No. 2004-801 of August 6, 2004 relating to data processing, files and freedoms (the "Data Protection Act").

The collection of this data is necessary for the purpose of the activity of COMTESSA S.Y, in order to enable it to ensure the execution of the contracts concluded on the Site and to identify the needs of the Traveller.

Article 10 - Applicable law and competent jurisdiction

These General Conditions are subject to French law.

In the event of a dispute relating to the execution or interpretation of the Cruise and/or Stay sales contract, the

Traveler undertakes to address their complaints to COMTESSA S.Y at the following address: f.nunez.comtessa@gmail.com . Sending a complaint to COMTESSA S.Y must be prior to any request for reimbursement.

The Traveler can file a complaint on the dispute resolution platform put online by the European Commission accessible at the address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

Place,date

Place,date

Signature COMTESSA S.Y
Frédéric & Stéfania Nunez

Signature Clients

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