



**BleuEvasion**  
Marseille loin du Monde

## **Sales terms and conditions on how to use the site**

In order to use the Booking space ,you must be 18 years old and be legally responsible to sign a contract in compatibility with these sales terms and conditions.

You are financially responsible of the good use of the site, both in your own name and in the name of a third party , including children under 18, unless you can justify a fraudulent use independant of your will

You garanty as well the exact truth of all informations supplied by you or other third party using your data on this site

## **How to proceed and cancel reservations**

**The process of reservation includes the minimumm following steps :**

1 Follow the instructions and select your excursion with the maximum of details .

2 Select the criteria of your choice.

3 Then, you will be able to confirm your request, under the condition that you have accepted the present general terms and conditions. You will receive a message to confirm that your request will be processed.

4 Your request is then duly registered

5 Bleu Evasion will send you shortly an email - anyway within a maximum of three days following your request- to confirm the availability of your selection with the respective quotation

6/1 After payment, you will receive an email of confirmation. This email will be your e-ticket ;

In case of payment by post check , the payment will be validated only after the full payment of the entire excursion and after reception in a limit of 5 days following your registration.

If you receive no confirmation within the 5 days, your reservation is cancelled and you will be free of any commitment

In case of payment by credit card , please refer to the following section « payment by credit card »

In case of reservation of one (or more) private boat(s), a 50% downpayment will be requested on the day of the booking , the balance will be requested at the latest the day of the departure

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You have the garanty that your bank account will be debited only after acceptation of your reservation by our partner(s) and after having checked the availability of the excursion

It is your responsibility to check that all the data transferred during the booking process are correct. These data will allow you to receive the confirmation of your booking and/or get the benefits of the Products and Services according to your reservation.

Should you not receive any confirmation, it is your responsibility to contact BLEU EVASION at 06.34.13.74.22.

### **Payment by credit card and e-commerce**

The staff of Bleu Evasion is entitled to receive by phone all the informations attached to your credit card in order to proceed to the payment of all services requested to the Society Bleu Evasion.

The interface use is secured by our bank « le Crédit Agricole ».

Once the payment has been processed on our website through our e-commerce partner, your reservation is definitely confirmed

In case of cancellation of your reservation, please refer to « TERMS OF CANCELLATION OF YOUR EXCURSION »

### **CONDITIONS OF THE EXCURSION**

BLEU EVASION is entitled to change all the routes or cancel the excursions in case of bad weather. The captain is the only one able to judge the sailing conditions and decide to cancel or not the excursion.

In case of cancellation by BLEU EVASION, either the passengers are reimbursed either the excursion is postponed to an other date with their full agreement

Swimming is authorized during the stops under the passengers' responsibility. In any case, the loan of swimming equipment by the company cannot be considered as a monitored official activity ; all passengers accept whatsoever to comply with the rules of the boats fixed by BLEU EVASION and comply with the Captain or his assistant 's instructions . Passengers should arrive 15 minutes before departure time.

**No reimbursement will be accepted in case of passenger late arrival.**

### **ELECTRONIC TICKET**

The electronic ticket is a virtual ticket. For all your reservations, you must present yourself in possession of the document confirming your reservation, "the email confirmation " being used as an electronic ticket.

### **TITLE OF TRANSPORT AND ACCEPTANCE OF CONTRACTUAL TERMS:**

The purchase of an online booking on the website of BLUE EVASION is contractual and the acceptance of the present terms and conditions of sales and transportation by all participants of water sailing and sports activities proposed by Bleu Evasion for all passengers included in the reservation

The electronic ticket, which is the online confirmation (or email) of your reservation by BLEU EVASION, is personal and not transferable. It must be kept by the customer who has made the reservation online for one or several people. It is ruled by the contractual terms between the parties and the mandatory legal and regulatory conditions of the Transport Code and the legal decrees No 66-420 of 18 June 1966, including the Decree No. 66-1078 of 31 December 1966 on charter contracts and maritime transportation.

### **STATE OF HEALTH OF PASSENGERS:**

Passengers must notify BLEU EVASION all against-indication or any inability which could violate the execution of the services it offers (Water Activities: excursion maritime, nautical and water sports, swimming, diving and snorkeling, etc ...).

Passengers embark on their own responsibility and cannot hold BLEU EVASION responsible in case of injury related to their health status (handicap, illness, etc ...), either on board or during operations of boarding or disembarking or during water activities.

Passengers who need, because of their state of health, special assistance during the tour or water activities (handicapped people, blind people, ...) are invited to notify the staff of BLEU EVASION before booking and boarding.

**PREGNANT****WOMEN:**

Pregnant women can make a sea excursion under their full responsibility beyond 2 months and before 6 months of pregnancy, subject to the presentation to BLEU EVASION of a medical certificate authorizing a sea excursion. However, they can not engage the responsibility of BLEU EVASION for any reason whatsoever in case of injury. BLEU EVASION cannot be held responsible in case of body accident, or any other incident in connection with pregnancy.

Nautical and water activities (water-skiing, buoys towed, jet ...) are prohibited to pregnant women.

**CHILDREN UNDER 18 YEARS OLD:**

BLEU EVASION do not accept unaccompanied minors. Children can embark and participate to the excursions, as well as seasport activities under the exclusive responsibility of the adults who accompany them .

For children under two years old, wearing a suitable life jacket is mandatory. Parents must report their presence to BLEU EVASION during the booking or before boarding.

**PASSENGERS 'BEHAVIOUR:**

While sailing, passengers must remain seated. They will have to comply during boarding, disembarkation, and on board, with the rules of the ship, including those established by BLEU EVASION and, in general, comply with recommendations or instructions of the captain or his assistant(s)

BLEU EVASION declines any liability for any injury occurred to passengers who do not comply with the present rules, either on board or during embarkation or disembarkation operations.

Passengers will be liable for any damage of any kind that they could cause to themselves or to other passengers, third party, or to persons and property of BLEU EVASION

BLEU EVASION declines any liability for all damages of any kind caused by persons or property that are under the custody of passengers. BLEU EVASION allows swimming during excursions on the occasion of "swimming stops "in the creeks. However, swimming is not monitored and remains under the passenger own responsibility. On this occasion, minor children remain under the responsibility of the adults who accompany them. People who do not know how to swim or swim badly must notify the cabin crew.

BLEU EVASION provides passengers with buoys and life jackets. BLEU EVASION disclaims any responsibility for accidents or injuries occurred during swimming.

**INJURY/DAMAGE:**

Any damage occurred during excursions or water sports and water activities must be reported by the passenger to BLEU EVASION before leaving the ship. In case of damage to themselves and / or to their property (personal items ...), the Passengers must notify the boat's staff. BLEU EVASION will fill in together with the passenger (s) a contradictory report before leaving the ship. Should this requirement not be respected, passengers will be presumed to have disembarked safe with property in good condition.

BLEU EVASION disclaims any responsibility, unless covered by the Transportation decrees L5421-2 , for injury accidents occurred during navigation, during excursions or water activities, or during embarkation or disembarkation operations in ports of departure or ports of destination, or in the ports of call, or at sea during the swimming.

**OBJECTS OR PERSONAL EFFECT:**  
Passengers can board with their Personal equipment (s) (Camera, Mask snorkel, fins) under their own responsibility. BLEU EVASION disclaims any responsibility for luggage, personal effect (s) or equipment embarked by the passengers, as well as money, jewelry or other valuables which remain, during the excursions and the other activities proposed by BLUE EVASION, under the exclusive responsibility of their owners.

**LOAN OF EQUIPMENT FREE OF CHARGE:**  
BLEU EVASION puts at the disposal of passengers some free of charge equipment for watersport activities (Masks, fins, underwater camera, windjacket, diving suit etc ...). It is obvious that the malfunction of this equipment does not entitle a passenger to get a refund or discount. BLEU EVASION reserves its right to take legal action against any passenger who has voluntarily damaged the equipment kindly loaned.

**ORGANIZATION OF FESTIVE EVENING AND EXCURSIONS:**  
As part of the festive evenings and excursions organized by BLEU EVASION (Cocktails, evenings in the creeks, wedding preparations etc ...) the alcohol and tobacco, if moderately consumed, is authorized. For reasons of safety and comfort of passengers, BLUE EVASION staff may need to limit or prohibit the consumption of alcohol or tobacco. BLEU EVASION will be authorized to implement all the procedures or constraints necessary related to the passengers who, due to their behavior, puts at risk a person or a staff member, damage or deteriorate the property owned by BLEU EVASION, prevent staff to perform its job, do not comply with the recommendations and instructions of the staff or the captain. BLEU EVASION reserves its right to disembark passengers who ,because of their behavior, put at risk the security , tranquility, or the comfort of other passengers or staff

**FINANCIAL CONDITIONS**  
The descriptions of the services offered on the Site specify, for each service, the benefits included in the price. Prices are quoted in Euros. Usually, our quotations include all taxes, fees and related service costs . Payments made on the Site are made by credit card through a secure payment system (Carte Bleue, Visa, Eurocard / Mastercard, American Express are accepted) If payment is not valid, incomplete or non-existent, because of your own responsibility, the sale of our services will be canceled,with consecutive costs at your expense, and legal action, if appropriate, will be taken against you.

**CANCELLATION OF YOUR TRIP**

By BLEU EVASION : If for reasons of bad weather, the excursion cannot not take place, you would be totally reimbursed , no fee will be retained.

By the customer :

If for personal reasons you choose to cancel your reservation one month before the excursion date, your deposit will be refunded and no fee will be charged. In case you have to cancel your trip between 15 days and 1 month before the excursion date, your deposit will not be refunded (with a maximum of 30% of the total amount of the excursion). In case you have to cancel your trip less than 15 days before the excursion date, your payment will be kept and no refund will be accepted .

**PHOTOS AND ILLUSTRATIONS**

BLEU EVASION does its utmost to provide photographs and illustrations which give you an overview of selected benefits.

**PROPOSED ACTIVITIES**

Some activities proposed by BLEU EVASION and described in our website might be canceled in case of bad weather or force majeure.

**INTELLECTUAL PROPERTY**

BLEU EVASION holds all intellectual property rights related to the Website owned and their usage rights relating thereto. Access to the website does not grant you any right to the intellectual property rights related to the website which remains the exclusive property of BLEU EVASION. The elements available on the Site, such as text, photographs, images, icons, maps, sounds, videos, software, database, data, are also protected by intellectual property rights.

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Unless specifically authorized in the present chart, You may not, in any circumstances, reproduce, modify, transmit, publish, adapt, on any type of support whatsoever, by any means whatsoever, or in any way exploit all or part of the Site without the prior written consent of BLUE EVASION.

**LIABILITY AND WARRANTIES**

On the website: BLEU EVASION does not guarantee that the Site is free of anomalies, errors or bugs or that these can be corrected, or that the Site will operate without interruption or failure, nor that it is compatible with all hardware. You declare to know the characteristics and limitations of the Internet, particularly its technical performance, response times during consulting, querying or transferring data and the risks related to the security of communications. On transportation related to excursions: It is governed by the laws of 18 June 1966 of 3 January 1967 and 23 December 1986 and the decrees related thereto. The carrier's liability could not be held in case of change of route, time or cancellation of departures due to force majeure, fortuitous or otherwise. After the departure of the boat, no claim will be accepted regarding the tariff or the distance covered.

## **PRIVACY**

The website, operated by BLEU EVASION, was officially declared to CNIL, under the number 1278390.

In accordance with Article 32 of the Data Protection Act of 6 January 1978, BLUE EVASION informs you that the data remain in BLEU EVASION website and that they cannot be transferred to third parties.

## **PRIVACY:**

## **LEGAL**

## **PROTECTION**

GENERAL CONDITIONS AND MORE GENERALLY THE CONTRACT THAT YOU ARE SIGNING WITH BLEU EVASION ARE SUBJECT TO THE FRENCH LAW. ANY DISPUTE RELATED TO THEIR INTERPRETATION AND / OR THEIR EXECUTION ARE UNDER THE LEGAL JURISDICTION OF THE FRENCH COURTS