Terms and conditions of sale, multi-day cruises

Version 7 of 25 November 2026. OUALAOUTI SAILING SAS. These terms and conditions have two parts: cruises of several days, then days at sea, events, sailing coaching and La Table de Pauline. Article 11 on gift vouchers is common to both.

Terms 1. Multi-day cruises

Article 1. Identification of the provider

OUALAOUTI SAILING SAS, a company with a share capital of 1,000 euros, registered with the Béziers Trade and Companies Register under number 900 102 732 (SIRET 900 102 732 00022, intra-community VAT number FR92 900 102 732), with its registered office at 45 chemin du cercle de l'étang, 34120 Pézenas, France, hereinafter "the Provider", offers private cruises with a skipper and a chef aboard the catamaran OUALAOUTI, an Excess 13. Contact: contact@oualaouti.com, phone +33 6 11 38 15 10.

Article 2. Scope

These terms and conditions of sale (the Terms) apply to cruises booked directly with the Provider by any natural or legal person, hereinafter "the Customer". A cruise lasts at least 2 days, with no maximum length. It includes the use of the vessel with its professional skipper and the on-board chef service, which is compulsory.

Bookings made on an online booking platform are governed by the terms of that platform and not by these Terms. Days at sea, events, sailing coaching and La Table de Pauline have their own Terms.

These Terms prevail over any other document of the Customer, unless expressly agreed in writing by the Provider. The Customer declares having read and accepted them before any booking.

Article 3. Booking and conclusion of the contract

3.1 Request and quote. The Customer makes a request through the website form, by email or by phone. The website form is used only to ask for a quote: no contract is concluded on the website. The Provider replies with a written quote sent by email.

3.2 Conclusion of the contract. The contract is concluded by exchange of emails. The booking is confirmed when the Customer has returned the signed booking form, which constitutes acceptance of these Terms, and paid the deposit provided for in article 4.6. Without a deposit within the stated time, the booking is not confirmed.

3.3 On-board questionnaire. Upon confirmation, the Provider sends the Customer the on-board questionnaire. It gathers in particular each passenger's food preferences and dislikes, special diets, allergies to be reported for the preparation of meals and any information useful for the stay. It is returned completed and signed with the payment of the balance. Without a questionnaire, the chef plans the menus according to her own choices, which does not constitute a breach.

3.4 Emergency information in a sealed envelope. When boarding, each participant hands the crew a sealed envelope containing, on paper, any important information in the event of an emergency or rescue at sea (for example severe allergies, current treatments, medical contraindications). The envelope remains sealed throughout the cruise, is opened only in an emergency to inform the rescue services, and is returned intact to its owner on disembarkation. Failure to declare a severe allergy, a medical contraindication or a state of health incompatible with sailing is the sole responsibility of the Customer, or of their legal representative for minors.

3.5 Capacity. A cruise welcomes 5 people at most, in two double cabins and the forepeak. Any excess leads to the cancellation of the cruise without refund.

3.6 Languages. The crew speaks French and English.

Article 4. Price and payment

4.1 Price. Prices are those of the written quote, in euros including VAT, for the whole boat. The Provider may change its prices at any time, with no effect on contracts already concluded. Included: the vessel, the professional skipper, the chef on board, the safety equipment and the vessel's third-party liability insurance.

4.2 Extras. Unless otherwise stated in the quote, the following remain payable by the Customer: fuel (4.3), provisioning (4.5), consumables and final cleaning (4.4), nights in a harbour, mooring fees and harbour dues, and any exceptional cost resulting from the Customer's behaviour.

4.3 Fuel. Fuel is never included. It is charged at actual consumption, at the end of the cruise.

4.4 Consumables and final cleaning. Each booking includes a consumables flat fee of €75 for 1 to 7 days, then €75 per 7-day period (from the 8th to the 14th day, from the 15th to the 21st day, and so on), and a final cleaning fee of €40 per day booked. Consumables cover small everyday and maintenance supplies on board; they include neither fuel nor oil.

4.5 Provisioning. Prices exclude provisioning. After booking, the chef offers the Customer three provisioning options, at a price per person per day, based on the on-board questionnaire. The chosen option is the subject of a second quote and a second payment, on the terms of that quote. Provisioning covers food and on-board drinking water; alcoholic drinks, mineral water and soft drinks remain payable by the Customer.

4.6 Deposit. A deposit of 40% of the total price including VAT is due on booking. It is an advance payment on the price and not a forfeit payment within the meaning of article 1590 of the French Civil Code.

4.7 Balance. The balance is due no later than 45 days before departure. For a booking made less than 45 days before departure, the full price is due on booking.

4.8 Means of payment. Payment is made by bank transfer, or by bank card through a secure payment link sent by the Provider. An OUALAOUTI gift voucher may also pay all or part of the price (article 11).

4.9 Late payment. Any late payment automatically incurs a penalty equal to three times the legal interest rate in force and, for a business Customer, a fixed recovery fee of 40 euros (article D. 441-5 of the French Commercial Code).

4.10 Security deposit. A security deposit of 1,500 euros per booking is taken when boarding, before departure, by card pre-authorisation or by cheque. It covers damage and loss caused to the vessel, its equipment and its tender by the Customer or the participants. It is returned by the crew at the end of the stay, after an inspection of the vessel, less the cost of any damage, with supporting documents. Its amount does not limit the Customer's liability. Without a security deposit, the Provider may refuse boarding without refund.

Article 5. Cancellation, weather and changes

5.1 Cancellation by the Customer. Any cancellation must be notified by email. More than 45 days before departure, the 40% deposit is retained by the Provider. Less than 45 days before departure, the full price remains due. No credit note is issued. If the Customer does not show up on the day of departure, the full price remains due. The Customer is invited to take out cancellation insurance with the insurer of their choice; the Provider does not offer any.

5.2 Right of withdrawal. In accordance with article L. 221-28, 12° of the French Consumer Code, the right of withdrawal does not apply to leisure services provided on a specific date or during a specific period. The cruise falls within this exception. Gift vouchers have their own rule (article 11).

5.3 Weather and route. The programme is indicative. The skipper alone judges safety: he adapts the route to the wind and the sea and may postpone departure. Days spent in a harbour because of the weather do not give rise to any refund, and nights in a harbour remain payable by the Customer. If the weather prevents any sailing for the whole length of the cruise, the Provider offers another date, subject to availability, at no extra cost.

5.4 Cancellation by the Provider. If the Provider cancels the cruise, the sums paid are refunded in full within 30 days.

Article 6. Obligations of the Provider

6.1 Command and safety. The Provider is in nautical command of the vessel as a professional skipper. He retains command of the vessel and responsibility for navigation in all circumstances, in accordance with the International Regulations for Preventing Collisions at Sea (COLREGs).

6.2 Chef on board. The chef plans the menus based on the on-board questionnaire. The Provider is not liable for allergic reactions due to incomplete or incorrect information provided by the Customer. The galley is reserved for the crew.

6.3 Insurance. The vessel is insured for third-party liability for its operation. This insurance covers damage caused to third parties and to passengers as part of the cruise. It covers neither passengers' personal belongings nor damage due to their own negligence.

Article 7. Obligations of the Customer

7.1 The Customer undertakes to return the on-board questionnaire on time and to have each participant hand over the emergency envelope; to follow the skipper's instructions; to arrive at the agreed time (an unannounced delay of more than 30 minutes may lead to cancellation without refund); to look after the minors in their care; not to bring illegal substances, weapons, dangerous materials or animals; to smoke only outside, at the back of the vessel, and to put cigarette ends in the ashtray, never in the sea; to drink alcohol in moderation; to respect the equipment and report any damage. The Provider may end the cruise without refund in the event of dangerous behaviour or behaviour contrary to the safety instructions.

7.2 Swimming and water activities. Each adult participant, or the legal representative for minors, is responsible for swimming, paddleboarding, snorkelling and the use of the tender. The skipper keeps authority on board at all times, including at anchor. He assesses the conditions (currents, swell, wind) and may suspend or forbid any activity. A life jacket is compulsory for paddleboarding, the tender, non-swimmers and minors, at the skipper's discretion. Swimming far from the vessel, at night or in a shipping lane is forbidden unless expressly agreed by the skipper. The Provider cannot individually supervise several people in the water at the same time and accepts no liability if its instructions are not followed. The Customer is invited to take out personal accident insurance.

7.3 Damage to the vessel. The Customer is liable for damage caused to the vessel, its equipment and its tender by themselves or by the participants, under the conditions of article 4.10.

Article 8. Minors on board

Minors are accepted under the responsibility of their legal representative present on board. Their presence, age and weight are stated when booking. They wear a life jacket of their size while sailing and during any water activity.

Article 9. Force majeure

Neither party is liable for a failure to perform due to an event of force majeure within the meaning of article 1218 of the French Civil Code. If the impediment is temporary, performance is suspended; if it is permanent, the sums paid are refunded. Weather conditions are governed by article 5.3.

Article 10. Image rights and personal data

10.1 Image rights. Photos and videos may be taken on board for OUALAOUTI's communication. By accepting these Terms, the Customer authorises their use on the Provider's media. The Customer may object in writing before the cruise, which is not a ground for cancellation.

10.2 Personal data. The data collected are processed in accordance with the GDPR (EU Regulation 2016/679) and the amended French law of 6 January 1978. They are neither sold nor passed on to third parties without consent. The emergency information in a sealed envelope is neither read, recorded nor kept, unless opened in an emergency. The Customer exercises their rights (access, rectification, erasure, objection) at contact@oualaouti.com.

Article 11. Gift vouchers

See article 11, common to both sets of Terms, at the end of the page.

Article 12. Complaints and mediation

Any written complaint is sent to contact@oualaouti.com within 15 days after the cruise. The Provider replies within 15 working days. Failing an amicable agreement, a consumer Customer may refer the matter free of charge to the consumer mediator: CMAP (Centre de Médiation et d'Arbitrage de Paris), 39 avenue Franklin D. Roosevelt, 75008 Paris, France, www.cmap.fr, cmap@cmap.fr.

Article 13. Applicable law and jurisdiction

These Terms are governed by French law. For business customers, any dispute falls within the jurisdiction of the Commercial Court of Béziers. In addition to the courts having jurisdiction under the French Code of Civil Procedure, a consumer Customer may refer the matter to the court of the place where they lived when the contract was concluded or when the harmful event occurred (article R. 631-3 of the French Consumer Code).

Article 11, common to both sets of Terms. Gift vouchers

11.1 Nature of the voucher. The OUALAOUTI gift voucher is a value voucher, for an amount in euros including VAT chosen by the buyer: €250, €500, €1,000, €1,500 or €2,000, or another amount agreed by email with the Provider. The experience chosen at purchase (cruise, day at sea, day and lunch at anchor, La Table de Pauline, sailing coaching, or no theme) appears on the voucher as an idea: the beneficiary may use it on the service of their choice, special offers included.

11.2 Purchase. The voucher is bought on the Gift vouchers page of oualaouti.com, or by email from the Provider. Payment is made by bank card on the secure payment page of the Provider's bank, Revolut, or through a payment link sent by the Provider. The contract is concluded on payment. The voucher is emailed to the buyer straight away, with a page to print. It bears a unique code, the beneficiary's first name, the chosen experience, its amount and its expiry date. Vouchers are sold by OUALAOUTI SAILING SAS.

11.3 Value and use. The voucher is used in one go, on a booking made directly with the Provider, through the online quote, by email or by phone, subject to the boat's availability. It cannot be used on booking platforms. Its value is deducted from the price of the service: if the service costs more, the beneficiary pays the difference; if it costs less, the difference is neither refunded nor carried over. The voucher may be used by the person to whom it is given. When booking, its value counts towards the 40% deposit provided for in article 4.6. If it does not reach 40% of the price, the remainder of the deposit is paid when booking. The balance is due under the conditions of article 4.7. The €1,000 voucher covers a day at sea or a sailing coaching day on the Catalan coast, priced at €1,015. The voucher cannot be exchanged for cash or refunded, except in the event of withdrawal (11.6). Once the date is set, the service follows the terms that apply to it, in particular the rules on weather, capacity, fuel and security deposit.

11.4 Validity. The voucher is valid for 12 months from purchase, wherever the boat is on the chosen date: the Catalan coast from October to May, South Corsica from June to September. It cannot be used from 14 July to 15 August. The outing must take place before the expiry date. A voucher not used by its expiry date is lost, without refund.

11.5 Transfer. The voucher bears the beneficiary's first name and may be passed on to someone else, provided the Provider is told before the booking. The Provider is not liable for a code shared with a third party by the buyer or the beneficiary.

11.6 Right of withdrawal. The voucher is not tied to any date at purchase: the consumer buyer therefore has 14 days from the conclusion of the contract to withdraw, without giving any reason or paying any penalty. They exercise this right online, on the “Withdraw from the contract here” page of the site, reachable from every page and from the voucher email: they enter their order, check it, then confirm, and immediately receive a dated acknowledgement by email. They may also send an unambiguous statement by email to contact@oualaouti.com or by post, or the form below. The Provider refunds all sums paid no later than 14 days after receiving the decision, using the same means of payment unless the buyer agrees otherwise, and the voucher is then cancelled. If, at the buyer's express request, the service is fully performed before the end of this period, withdrawal is no longer possible (article L. 221-28, 1° of the French Consumer Code).

11.7 Model withdrawal form. Please complete and return this form only if you wish to withdraw from the contract.

To OUALAOUTI SAILING SAS, 45 chemin du cercle de l'étang, 34120 Pézenas, France, contact@oualaouti.com: I hereby give notice that I withdraw from the contract for the purchase of the gift voucher below. Voucher number: … Ordered on: … Name of the buyer: … Address of the buyer: … Signature of the buyer (only if this form is sent on paper): … Date: …