

Terms & Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC)

These Terms and Conditions apply to all offers made by or on behalf of the user, hereinafter referred to as **Maxie Sailing Curacao - hereinafter MSC** - against a counterparty or on any agreements made by or with Maxie Sailing Curacao.

'Counterparty' -hereinafter guest- means any natural person who concludes a contract / booking confirmation / payment with MSC and / or any natural person who uses the services offered by MSC.

Article 1 – General

1.1 Maxie Sailing Curacao (MSC) offers private charter boat trips in Curacao and surroundings.

1.2 Maxie Sailing is registered at the Chamber of Commerce Curacao: nr 150959 | CRIB 102538980.

1.3 Our captain is always in charge. Safety means; our boat - our rules.

1.4 We reserve the right to change routes and schedules when weather conditions, shallows, personal circumstances, such as motion sickness or other legitimate reasons require. We will, within our possibilities, inform guests in time. The captain determines whether such conditions apply.

1.5 Guests who book a tour accept **Terms & Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC)**

1.6 Our boat trips are available for a minimum of 2 persons and a maximum of 10 people.

1.7 Reservations can be made directly at info@maxiesailing.com or by professional booking partners.

1.8 A booking is official after confirmation, a confirmed deposit and agreed payment procedures from MSC and guest.

1.9 MSC Boat trips take place on sailing yacht Galaxie and include a 2 person crew (owners of MSC)

1.10 Our crew communicates in the following languages: English, Dutch and German.

Article 2 – MSC requirements

2.0 Boarding our sailing yacht Galaxie NC4-Z is at your own risk and responsibility.

2.1 Guests follow the instructions of MSC Crew at any time and circumstance.

2.2 It is not allowed to run on board or otherwise conduct dangerous and risky behaviour.

2.3 It is not allowed to cause any obstacles for fellow guests and MSC Crew.

2.4 It is not allowed to bring your own food and drinks, or any drugs, explosives, weapons and / or any other dangerous substances.

2.5 It is not allowed to use excessive alcohol on board of sailing yacht Galaxie.

2.6 Food and drinks are included in our tours, guests will inform MSC Crew before consumption of any food and/or drinks about any food allergies and food intolerances and other conditions that may cause health problems. However, consuming any food and drinks offered by MSC – even without the knowledge or previous existence of the above-mentioned allergies, is entirely at your own risk.

2.7 It is not allowed to jump from board, touch ropes and other equipment and parts of the yacht without permission of MSC Crew.

2.8 It is not allowed to use any life saving equipment/vest/buoy, unless the captain gives order in case of emergency.

2.9 We do not allow pets on board.

2.10 It is not allowed to smoke on board!

2.11 On behalf of safety and the above stated rules MSC is entitled at any time to deny participation of guests in which case the guest is in no case entitled to repayment of any amount or compensation.

2.12 Sailing yacht Galaxie is located at the quay from the Seru Boca Marina in Santa Barbara, Curacao. From the pier you have an easy access to the yacht and free entrance at the harbour.

2.13 Our sailing yacht Galaxie is not wheelchair accessible.

2.14 We have private cabins, a bathroom including toilet, a kitchen and lounge area on board.

2.15 Always consider the possibility of rain, we have a bimini (outside sun/rain shelter) on our yacht and we provide ponchos if required.

2.16 During a boat trip we provide 1 bath towel per person, snorkel masks, poolnoodles and reef friendly sunscreen if required. All towels, snorkel masks and sunscreen are property of MSC and remain on the yacht. Afterwards you can use the bathroom/showers at the harbour.

2.17 Sunscreen-sprays or tanned sun lotion or sunscreen oils are not allowed to use on board.

2.18 Children under the age of 4 are required to sit on their parents' lap. Children under the age of 4 are obliged to wear a life jacket at any time during the boat trip.

2.19 Children fall under the full responsibility of their parent(s). However the captain remains always in charge in case of emergency. Be informed that our sailing yacht is not a playground for children.

Article 2A – Covid and flue Safety

2A.1 Each individual guest must agree to MSC to confirm they are not experiencing COVID or flue symptoms, they have not been in contact with a confirmed or suspected case of COVID or flue, are not awaiting COVID test results or possess a temperature reading above 37.5 degrees Celsius. All guests are expected to exercise social distancing and / or hygiene measures whilst possible on board. Although we take precautions where necessary, we are not responsible for any health complaints related to COVID or flue resulting from our boat trips.

Article 3 – Safety

3.1 Guests expressly should note that participation in our activities and / or boat trips on the Galaxie involves risks including (but not limited to) damage to property and injury caused by wave stroke, wind (bumps), ocean currents, rainfall and / or sunburn.

3.2 By using and participating in MSC services and activities, the guest explicitly accepts these risks and fully agrees that these risks will be entirely at their own expense.

3.3 Guests declare to be able to swim and to be in good health. In case of doubt about swimming skills or health in participation in the activities, guests will conduct prior consultation with MSC Crew.

3.4 On board of our sailing yacht Galaxie we have life jackets available for every guest that can be worn free of charge for the entire duration of the activities.

Article 4 – Waiting periods and delays

4.1 Guests shall be present on time at the departure point as agreed in the booking confirmation. We will not delay our confirmed schedule unless we have been informed and agreed otherwise.

4.2 In case of delay guests are not entitled to a refund, nor extra sailing time because of late arrival, unless we have been informed and agreed otherwise.

4.3 In case of severe delay the captain will determine whether to cancel or to sail. Waiting time is always sailing time. Waiting time can not be added at the end of the trip, unless we have been informed and agreed otherwise.

Article 5 – Execution of the booking confirmation

5.1 Valid reasons for cancellation of the booking confirmation are weather conditions (storms or thunder storms - code orange or red or any extreme weather making the boat trip impossible. The captain determines whether such conditions apply.

5.1.1 If a guest, with a confirmed booking, decides not to sail due to weather conditions and the captain considers the conditions to be sailing, the cancellation conditions as in Article 10 apply.

5.2 In case of misconduct, whether or not caused by alcohol consumption, the captain has the right to pause or immediately terminate the boat trip. Persons who are already under the influence of alcohol / drugs at the start of the tour, will be denied access to the sailing yacht. The guests payment obligation remains existent.

5.3 Alcohol under the age of 18 is prohibited on board. MSC reserves the right to request a photo ID.

5.4 Guests must follow all instructions of MSC or its crew promptly and without delay. Access to the private pier or sailing yacht Galaxie may be denied without a reason being provided, should this be deemed necessary by MSC, for example in relation to capacity, safety, public order or the imminent threat of damage or nuisance.

Article 6 – Liability MSC

6.1 MSC is not liable for any damage to and / or loss of the guest's property. The guest takes all their property on board entirely at their own risk, or leave their property at the boarding point at their own risk. However we take care of your property in every possible way.

6.2 MSC is not liable for damages to individuals or guests' goods, caused by entering or boarding sailing yacht Galaxie. The guest enters these areas entirely at their own risk.

6.3 MSC is not liable for damages to individuals or guests' goods, caused by entering the Santa Barbara and Seru Boca Marina area. The guest enters these areas and boat pier entirely at their own risk.

Article 7 – Liability guest

7.1 The guest is liable for damages caused by the guest to the property used by MSC or third parties.

7.2 All activities organised by MSC take place entirely at the guests' own risk.

7.3 Guests indemnifies MSC completely for any damage suffered by third parties during all activities.

Article 8 – General Liability

8.1 MSC is not liable for personal injury or damage of any nature, regardless of its cause, prior, during or as a result of the boat trip.

8.2 Children fall under the full responsibility of their parent(s). However the captain remains always in charge in case of emergency. Take notice that our sailing yacht is no playground for children.

8.3 Children under the age of 4 are required to sit on their parents' lap. Children under the age of 4 are obliged to wear a life jacket at any time during the boat trip.

8.4 Should MSC not be able to comply with their obligations due to force majeure, there is no entitlement to restitution or compensation.

8.5 If and to the extent that MSC is liable for any other party for damage and / or damage suffered by it, this liability shall at all times be limited to an amount of [ANG 500] Antillian guilders.

Article 9 – Payment conditions and deposit

9.1 In agreement with any MSC offer, we send the following 3 documents to confirm a reservation:

1. **Booking confirmation with payment link deposit - sent by email**
2. **Booking confirmation with tour details and security information - sent by email**
3. **Terms & Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC) linked to both booking confirmations.**

9.2 A non-refundable deposit of U\$D 100 is required for completion of the booking. The payment of the deposit is required within 1 day after the booking confirmation date.

9.3 The non-refundable deposit is a guarantee for the guest that the date will be reserved. The deposit is a guarantee for MSC of a compensation in the event of cancellation or no show and keeping the date unavailable for other bookings for a certain period.

9.4 A booking is completed if MSC received the payment of the non-refundable deposit:

1. Prepayment by credit card through secured CX-Pay transfer
2. Manually by Creditcard; Amex/Visa/Mastercard (plus 5% service charge)

3. By bank account - or if agreed otherwise.

9.5 If the payment term of the deposit is overdue, MSC reserves the right to cancel the booking and release the date for a new booking, unless we have been informed and agreed otherwise.

9.6 Once the non-refundable deposit is received by MSC, the booking is final and guest agrees to our document 'Terms & Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC)', including our cancellation policy.

9.7 If guests decline or otherwise terminate any confirmation or agreement for any reason, prematurely or not, MSC shall in no case be held for repayment of the deposit to any guest or to a third party for the benefit of any guest.

9.8 In case of any cancellation or no show, there will be no refund of the deposit.

9.9 The deposit remains valid within 1 year in the event of rescheduling of departure date by MSC.

9.10 All confirmed tours can be paid:

1. Prepayment on the booking date by credit card through secured CX-Pay transfer
2. On board on the day of sail by Creditcard; Amex/Visa/Mastercard (plus 5% onboard charge)
3. On board on the day of sail in cash U\$D or NAF Antillian Guilders

9.11 Refunds of prepayments in case of cancellation will be processed by credit card. Minus the non-refundable deposit. Minus 5% service charge.

Article 10 – Cancellation Policy Maxie Sailing Curacao

10.1 Cancellations before 7 days prior to departure will not result in any further payment obligation except for the non-refundable deposit already made.

10.2 Cancellations within 7 days up to 24 hours prior to departure will result in a payment obligation of 50% of the total tour price - minus the non-refundable deposit of U\$D 100.

10.3 Cancellations within 24 hours prior to departure (or no show) will result in a payment obligation of 75% of the total tour price - minus the non-refundable deposit of U\$D 100.

10.4 Cancellations of a confirmed group member, within 24 hours prior to departure, will not result in a change of the confirmed tour price.

10.5 All cancellations can only be reported via info@maxiesailing.com or Whatsapp +5999-6914947 and provided with a written receipt from Hilde van Ulden that the cancellation has been notified. Cancellations via SMS, I-message or through any social media such as Facebook, Instagram or Messenger will not be processed.

Article 11 – Complaints

11.1 If a guest finds a shortcoming in the implementation of the agreement, MSC shall be notified on that present moment, at latest before the end of the activity, so MSC can find a solution to solve it.

Article 12 – Other

12.1 Under these terms (**Terms & Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC)**), the agreement with the guest, all (other) MSC services and all disputes arising between the guest and MSC, the law of Curacao applies. In all cases, the Court of Curaçao is exclusively competent to take note of these disputes.

Maxie Sailing Curacao

**‘Terms and Conditions 2025 – 2026 | Maxie Sailing Curacao (MSC)’ are valid from
1st of January 2025 to the 31st of July 2026**

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