

Terms & Conditions Millennium Tours N.V.

Article 1 - General

- 1.1. Millennium Tours N.V. (hereinafter referred to as “**The Millennium**”) offers private catamaran charter services in and around the waters of Curaçao.
- 1.2. The Millennium reserves the right to change routes, start and end locations when required due to weather conditions, shallows, or other legitimate reasons. Passengers will be informed in a timely manner.
- 1.3. The Captain together with the Trip Manager always have the final responsibility, whereby safety comes first.
- 1.4. By booking a trip with The Millennium, you agree to the general terms and conditions of The Millennium.

Article 2 - Bookings

1. All bookings must be made in advance and made via our website.
2. In the event guests arrives late on the day of departure, any lost time will be treated as part of the booked hours and cannot be made up.
3. Late arrivals originating from The Millennium will be accommodated and made up.
4. A payment of 50% of the invoice is required to confirm the reservation unless otherwise specified.
5. Payments can be made via the payment options as mentioned on our invoices and or via our payment links.
6. Details of what is included and excluded in each booked trip is specified in the briefing as send by The Millennium.
7. The Charter rental always includes the captain, the crew and fueled charter.
8. Subleasing the charter to a third party is not allowed.
9. An additional one-hour extension during the trip may be requested for trips with an initial duration of 2 to 4 hours. The additional fee thereof must be settled on the moment of the request.

Article 3 - Payment, Cancellation, and Changes/Weather Conditions

1. To ensure the date of your booking, a payment of 50% of the total booking amount due must be paid in advance.
2. The remaining booking amount must be paid and received on the bank account of The Millennium 48 hours before departure date.
3. Bookings received within 5 days before departure date (so called “**Last-minute bookings**”) must be fully paid upon request.
4. Bookings are confirmed after the receipt of the payment.
5. In the event the guest cancels the reservation at least thirty (30) days prior to the scheduled departure date via telephone, WhatsApp, or email, no cancellation fee shall apply, provided that such cancellation is subsequently confirmed in writing by The Millennium.
6. In the event the guest cancels the reservation more than fourteen (14) days prior to the scheduled departure date, a cancellation fee equal to ten percent (10%) of the total booking price shall apply.
7. Cancellations less than 24 hours prior to the departure date is not eligible for a refund.
8. Guests can change the departure date 48 hours prior to the departure date with a rebooking fee of 30% of the total booking price.
9. In case of bad weather or safety concerns, The Millennium reserves the right to change the route of the booked trip or cancel or reschedule the trip without any penalties thereof.
10. Guests will be notified as soon as possible if the tour is canceled and or the route has been changed due to the above by the Trip Manager from the Millennium.
11. Payments can be made by bank transfer and via our payment links.
12. Valid reasons for cancellation include weather conditions and unexpected vessel maintenance that jeopardizes passenger safety.
13. In case of misconduct, caused by alcohol consumption or drug use by the guest(s), the trip may be interrupted or terminated by the Captain and or by the Trip Manager. This interruption does not give the right for any refund.

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14. Possession and trafficking of drugs are not allowed aboard on The Millennium.
15. In case of extreme weather conditions, a new date will be arranged within 10 days.

Article 4 - Check-in and Departure Times

1. The main guest will receive a briefing mentioning all boarding details including the contact details from their designated Trip Manager.
2. All guests must be present 15 minutes before departure for check-in.
3. Departure times are up to date on the briefing as send by The Millennium.
4. The Millennium is not liable for conflicting information.

Article 5 – Safety and Responsibility

1. All guests must follow the safety instructions always provided by the Captain and the Trip Manager.
2. Life jackets and other safety equipment are on board of The Millennium and available upon request. The Captain and the Trip Manager have the right to request you the wear these in the event this is required.
3. The Captain and the Trip Manager reserve the right to refuse participation to anyone deemed to be under the influence of alcohol or drugs or seen as a safety risk.
4. Water activities involve inherent risks; guests participate at their own risk.
5. The Millennium, the Captain, the Trip Manager nor the Crew are not liable for injuries, accidents, or loss of personal belongings unless due to negligence or willful misconduct from The Millennium, captain or crew.

Article 6 - Guest Conduct

1. Guests are expected to behave responsibly and respectfully towards the Crew, other guests, and the environment. Familiar, forward and or sexual behavior are not allowed.
2. Illegal activities or disruptive behavior will result in immediate removal from the activity without refund.
3. Guests must always follow instructions from the Captain and the Trip Manager.
4. Wearing footwear on The Millennium is not allowed.
5. Guests are expected to respect the environment and properly dispose of waste.
6. Guests will be held liable for damage as caused by them to The Millennium or third parties.
7. Passengers enter the pier and The Millennium entirely at their own risk.
8. Guests hereby agree to release The Millennium from any liability for any injuries or damages sustained during the activity, except in cases of gross negligence or willful misconduct.
9. All trips as organized by The Millennium are at the guest's own risk.

Article 7 - Health and Medical Conditions

1. Guests must inform the Trip Manager of any medical conditions or special needs prior to participation.
2. The Millennium is not liable for injuries caused by pre-existing medical conditions.

Article 8 - Liability Waiver

1. The Millennium is not liable for damage to personal property or injury to passengers.
2. The Millennium is not liable for personal injury or damage of any kind, except in case of intent or gross negligence of The Millennium, the Captain or its Crew.
3. In case of force majeure, there is no right to refund or compensation.

Article 9 - Personal Data and photos

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1. Personal data is only used for booking purposes and is not kept longer than necessary.
2. The guest gives The Millennium irrevocable consent for the use and storage of personal data.
3. The Millennium may take photos or videos during activities for promotional use. Guests who do not wish to be photographed should inform staff in advance.

Article 10 - Complaints

1. Complaints should be reported to The Millennium, Captain or Trip Manager as soon as possible for a suitable solution.
2. Complaints not resolved on-site must be submitted by email to The Millennium within 7 days after the end of the activity.

Article 11 - Force Majeure

The tour operator is not responsible for cancellations or delays caused by weather, sea conditions, or other unforeseeable events outside of their control.

Article 12 - Amendments

These terms and conditions may be amended at any time without prior notice. It is the guest's responsibility to review them before participation.

Article 13. Governing Law and Dispute Resolution

These terms & conditions shall be governed and construed in all respects in accordance with the laws of Curacao. The parties hereto submit to the exclusive jurisdiction of the Court of Curacao.
