

Preamble:

These General Terms and Conditions are promulgated by LM Company SRL (hereinafter referred to as "the Company", "LM COMPANY | GROUP"), including but not limited to, its trademarks such as Luxury Sailing, and shall govern all proposals for the provision of cabin cruises and bareboat charters and associated services offered by the Company. These Terms supersede any prior agreements, discussions, or representations not expressly incorporated herein. These terms are integrated by the General Terms & Conditions that apply for cabin charters and General Terms and Conditions that apply for bareboat charters. Both are reported at the end of this page.

Definitions

For the purposes of these General Terms and Conditions, the following terms are defined as follows:

- "Company" refers to LM Company SRL, also known throughout these terms as "LM COMPANY | GROUP" or "Luxury Sailing".
- "Services" encompasses all services provided by the Company, including but not limited to cabin cruises, bareboat charters, and any other associated services available through the Website.
- "Customer" or "User" means any individual or entity that uses the Website to explore or engage in Services provided by the Company.
- "Website" refers to the online platform accessible at www.luxury-sailing.com through which the Company offers its Services.
- "Booking" refers to the act of reserving one of the Services offered through the Website.
- "Specific Conditions" are additional conditions that apply to particular Services or offers, complementing these General Terms and Conditions, such as the Particular General Terms and Conditions for cabin charter and bareboat charter, the Special conditions sent via mail or special offers published online.
- "Privacy Policy", "Cookie Policy", and "Legal Notice and Conditions of Use" are documents that govern the use of the Website, the processing of personal data, and the legal terms of Website use, respectively, and are incorporated herein by reference.

Website Ownership and Operation

- Introduction: This website www.luxury-sailing.com is owned and operated by LM Company SRL, with a registered office at Via Marco Polo, 5 – 07040 Stintino, Italy, Vat Number: IT 02794420907. These General Terms and Conditions govern the services offered on the website and are supplemented by our Privacy Policy, Cookie Policy, and any Specific Conditions applicable to our services.
- The purpose of these General Terms and Conditions is to outline the terms under which Luxury Sailing furnishes the essential mechanisms for you to engage with the services available on the Website, and to provide you with the pre-contractual information about the various operations that could occur through the Website.

- **Acceptance of Terms:** By utilizing our services, you hereby consent to be bound by these General Terms and Conditions, our Privacy Policy, and any applicable Specific Conditions, including those particular to cabin and bareboat charters. Please note that we reserve the exclusive right to amend these terms at our discretion and without prior notice to you. Any such modifications will become effective immediately upon their publication on our website. It is important to highlight that any contracts entered into before such modifications will be governed by the General Terms and Conditions that were in effect at the time you accepted the contract. We encourage you to review these terms regularly to ensure you are informed of any changes.

Service Provision

- **Contract Formation:** The contract between LM Company SRL and the customer is established once the customer accepts these General Terms and Specific Conditions and completes the payment process. Confirmation of the contract will be sent via email within 24 hours of purchase. The booking is valid only upon receipt of the confirmation via mail. If you do not agree with the details shown on the receipt, you may request their modification or the cancellation of the contract. Once the payment deposit is made the booking may not be modified anymore. You may also request an invoice for your purchase by contacting us.
- **Eligibility:** To engage in any contracts or utilise the services provided by LM Company Srl, an individual must meet the following criteria:
 - a. **Age:** The individual must be at least 18 years old, which is the legal age for entering into binding contracts under Italian law.
 - b. **Capacity to Contract:** The individual must possess the legal capacity to enter into binding contracts. This means they must not be under any legal restrictions, whether due to bankruptcy, mental incapacity, or any other reason.
 - c. **Registration Accuracy:** When creating an account or engaging with the services provided by the Company, the individual must provide true, accurate, complete, and current information about themselves as required by the service's registration or booking process.
 - d. **Prohibited Users:** The use of the services is not permitted for those who have previously been suspended or removed from the services by LM Company Srl for any reason, or for those who are using the services for purposes that are illegal or prohibited by these Terms.
- **Users who use the Portal and make purchases in bad faith, or who breach any of the present General Terms and Conditions, as well as the corresponding Particular Conditions, or who abuse the various promotions and offers, will not be allowed to contract, at the company unquestionable judgement.**

User Obligations

- **Account Integrity:** Customers are responsible for maintaining the confidentiality of their account information and for all activities under their account. LM Company Srl is not liable for any loss or damage arising from the customer's failure to protect their account information.
- **Compliance with Laws:** Customers agree to comply with all local, national, and international laws applicable to their use of the services.

Financial Terms

- **Prices and Payment:** All prices are stated in Euros and include VAT and other applicable taxes. LM company Srl reserves the right to modify prices but will honour the prices listed at the time of booking. We offer various payment methods, detailed during the booking process.
- **Cancellations and Refunds:** Customers can cancel their bookings according to the service purchased. Details can be found in the General Terms and Conditions for cabin cruises and General Terms and Conditions for bareboat charters.
- **Confirmation of Booking:** Bookings are deemed confirmed only upon the issuance and dispatch of a booking confirmation email to the customer by Luxury Sailing. This confirmation constitutes the final acceptance of the booking by Luxury Sailing, subject to the availability of the selected cruise or charter.
- **Availability and System Update:** Despite our efforts to ensure real-time accuracy in our booking system, there may occasionally be instances where the availability of a cruise is not updated promptly, leading to overlaps in bookings. In the event that a cruise is sold out at the time of a confirmed online booking due to a delay in updating our systems, Luxury Sailing is committed to notifying the affected customer promptly.
- **Reimbursement Policy:** Should such a situation occur, where a cruise is unavailable after an online booking confirmation has been issued by the system, Luxury Sailing will process a full reimbursement to the client within five (5) working days from the notification of unavailability. This reimbursement pertains solely to amounts paid for the booking of the cruise or charter and does not extend to any form of additional compensation for the inconvenience caused by the unavailability of the cruise. Therefore, we invite customers to wait for the booking confirmation send by our team via email.
- **Exclusion of Further Compensation:** Customers acknowledge that no compensation beyond the reimbursement of the booking amount shall be granted in cases where a cruise is sold out, even if the unavailability is due to a delay in system updated.

Intellectual Property Rights

All content included on this website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of LM Company Srl or its content suppliers and is protected by international copyright and intellectual property laws. Unauthorized use, reproduction, or redistribution of any material without prior written consent from LM Company Srl is strictly prohibited.

Data Protection

- **Personal Data:** LM Company Srl commits to protecting the privacy and security of personal data in accordance with the General Data Protection Regulation (GDPR). Personal data will be used solely for service provision, customer management, and, with your consent, marketing communications.
- **Data Rights:** Customers have the right to access, correct, or delete their personal data, and to object to or restrict its processing. Requests should be directed to info@lmcompany.it

Liability and Indemnification

- **Limitations of Liability:** LM Company Srl shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorised access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.
- **Indemnification:** Customers agree to indemnify and hold harmless LM Company Srl from any claims, liabilities, damages, losses, and expenses arising from or in any way connected with their violation of these terms or their service use.

Dispute Resolution

- **Jurisdiction:** These terms are governed by Italian law. Any disputes related to these terms will be subject to the exclusive jurisdiction of the courts of Sassari, Italy.
- **Alternative Dispute Resolution:** LM Company Srl encourages the use of mediation or arbitration to resolve disputes amicably before resorting to litigation.

Miscellaneous

- **Severability:** If any provision of these terms is deemed invalid or unenforceable, the remaining provisions will continue in full effect.
- **Updates of Terms:** LM Company Srl may update these terms periodically. The most recent version of the terms will always be posted on our website.
- **Contact Information:** For any questions or concerns about these terms or our services, please contact us at: info@lmcompany.it or +39 079 097 6766.

Acceptance of Terms

By using the services provided by LM Company Srl, you acknowledge that you have read, understood, and agreed to be bound by these General Terms and Conditions, the Particular Terms and Conditions that apply for the chosen service, i.e. General Terms and Conditions for cabin charters and General Terms and Conditions for bareboat charter, which are visible clicking on the following buttons.

Last Update: January 2024.

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