

Terms and Conditions

Updated on March 28th, 2017

1. The Parties

1.1 User is an individual who uses the www.cooperstowncruise.com to seek charter services and offers and to directly process a reservation and purchase merchandise. All those individuals aged less than 21 years of age will not be accepted as Users. The User declares, under his/her sole responsibility, that he/she is over 21 years of age and that all of the personal information provided is true to his/her knowledge. The User declares and warrants that he/she is legally empowered to sign the booking form provided for by www.cooperstowncruise.com on his/her own behalf or for any agents or representatives acting in his/her name and acknowledges that acceptance shall imply being bound by the present General Terms and Conditions and by the conditions established in the booking form.

2. Scope of service

Through its website Cooperstown Cruise Company, here forth referred to as "CCC" provides an online platform through which guests seek information about and to book their cruise. By making a reservation through www.cooperstowncruise.com, the User enters into a direct contractual relationship with the CCC. CCC issues the User a confirmation email for and on behalf of CCC, and issues a boarding pass to the email provided. User must present boarding pass either on their mobile phone or print it out and bring it with them to their scheduled cruise.

3. Obligations

3.1 CCC shall charge the User the price of the services listed on the website unless a discount code is applied at which time the new price will calculate.

3.2 CCC will provide the Customer with confirmation of their booking immediately after payment for such services. A confirmatory boarding pass will also be sent to the email address provided by the Customer for this purpose, within 24 hours after payment is completed.

3.3 The User undertakes at all times to provide accurate and truthful information for the details requested in the Booking Form and in any other form he/she is required to complete for his/her scheduled cruise.

3.4 The User is responsible for the full payment of the products and services, respecting the procedure, periods and quantities stipulated on the website.

3.6 The User expressly acknowledges that he/she is obliged to make use of these services in a correct manner and in compliance with any applicable laws, regulations and according to the present refund and cancellation policy and privacy policy found on this website. The User accepts all responsibilities that may result from an incorrect use of the contracted services.

4. Refund and Cancellation policy: Please visit our refund and cancellation policy at the bottom of our booking page.

6. Privacy Policy: Please visit our privacy policy page located at the bottom of our header page of our website.

7. Miscellaneous

7.1 Hyperlinks. CCC accepts no liability for the content, commercial activities, products or services that may be viewed by accessing external links on the Website, either directly or indirectly. CCC shall not be held responsible for any actions deriving from the use of hyperlinks on the Website or for the consequences of accessing these links.

7.2 Disclaimer. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events). However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the charter operator as made available on our website, (iii) the services rendered or the products offered by the boats, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by the User, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the charter operator (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

7.3 The User undertakes to use the website, its functions and the service for lawful purposes and according to the present General Terms and Conditions. Particularly, the User undertakes neither to send or spread, through the website and its functions, illicit, defamatory, vulgar, obscene, abusive or disturbing content, nor to use the website and its functions to perform any acts which could cause damage to the image and reputation of Cooperstown Cruise Company or any other loss or damage to Cooperstown Cruise Company.

Moreover, the User undertakes not to send advertising materials, undesirable and/or unsolicited communications which could interfere with the functionality and/or the use of the website by third parties.

7.4 Jurisdiction. To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with US Federal law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the NY State courts.