

## **Sailor contract and general terms and contract conditions**

The following agreements have been made for the sailing trip, in which the persons listed below will actively take part / will undertake jointly.

### **1. Conclusion of the contract and services provided**

A contract that is binding for both parties will be concluded upon receipt by the customer of the booking confirmation from the service provider. The customer must immediately and carefully check the booking confirmation upon receipt. Any difference in the service description shown there from the contents of the agreement must be notified to the provider straight away.

The scope of services to be provided is determined by the service description in the booking confirmation. The booking of sailing places does not apply to a specific yacht or skipper. The journey to and from the sailing departure point is the responsibility of the customer.

### **2. General command of the ship**

The skipper is the commander of the ship. He gives the assurance that he has the necessary experience, knowledge and qualifications to safely sail the yacht mentioned under sail and engine. He instructs the participating sailors in the operation of the yacht and carries out a thorough safety briefing before departure.

### **3. Obligations of the sailors on board**

Each of the sailors who have signed up undertakes to comply immediately with the orders of the skipper which are required for the sailing of the yacht. In addition to inform the skipper immediately in all situations which may affect the safety of persons or of the yacht. Each sailor participates in the above sailing trip at his own risk and is fully responsible for his / her personal safety and the measures which thus have to be taken for their own safety.

He should wear as necessary and / or on the instructions of the skipper the life jacket assigned to him including safety harness. The signatories to this contract also confirm with their signature that they can swim. If this is not the case, the participant must notify the skipper before departure and take suitable safety measures themselves without needing to be asked to do so.

If a sailor needs to take medication regularly, he is obliged to inform the skipper of this at the start of the trip, so that the skipper can react accordingly in case of an emergency. This also applies to chronic diseases or other limitations.

Each sailor is aware that the life on board in a cramped space can also give rise to tension and strain between the participants and should strive, as best he can, to contribute to a harmonious and successful trip.

### **4. Limitation of Liability / Disclaimer / Insurance**

Apart from deliberate intent and gross negligence, the signatories shall exclude any mutual liability between themselves. This applies to damage to life and limb, health and property of the participating sailors. The disclaimer does not apply to damage that is covered by insurance.

Each participant is personally responsible for any items they bring on the trip: such as digital cameras, video cameras, mobile phones, other electronic devices of any kind, glasses, etc.

Furthermore, the assertion of consequential damages arising from the participation in the sailing trip for co-sailors and their legal successors is excluded. The yacht has liability and comprehensive insurance cover. The liability insurance covers personal injury and / or property damage up to a total loss of 6 million euros. The liability of the provider for damage that is not physical injury is limited to the maximum travel price, insofar as any damage was caused neither deliberately nor through gross negligence.

Each participating sailor is liable for damage to the yacht and / or equipment and / or losses which he is culpable of, up to a maximum of € 500.00 per claim. If the damage was intentional or was caused by gross negligence, the participant is liable in full. Damage caused to the ship and / or inventory must be reimbursed on the spot. If a deposit has been paid prior to the beginning of the trip, the cost of any damage caused will be deducted from this.

**In order to fully insure against any personal accident risks, each passenger should have their liability, accident, health and travel cancellation insurance checked for participation in the sailing trip.**

#### **5. Costs incurred**

All costs arising on and associated with the tour are to be borne jointly and in equal parts by the participants. The on-board kitty which will be operated from the first day of travel includes: harbour mooring fees, fuel, onboard food and water and other related cash and in-kind benefits. The skipper and the yacht manager do not participate in the touring costs and the on-board kitty. The skipper and the yacht manager take their normal meals on board as is usual.

#### **6. Cancellation conditions**

Upon cancellation of the booked sailing trip, the following cancellation fees apply:

- up to 90 days before departure 80,00 Euro per person
- 89 to 30 days before departure 50% of the price
- 29 days before departure or if a person does not participate 100% of the price

#### **We recommend taking out travel cancellation insurance and foreign health/accident insurance.**

In the event of premature termination of the trip by a participant, there is no right to repayment. If force majeure leads to an extension, shortening or to a change in the itinerary, this does not establish any claims against the provider. This also applies to unplanned time laying up in ports. Any deficiencies in the service provided must be reported immediately, if necessary, after having set a reasonable deadline for remedying the problem. If the participant fails to notify such deficiencies on the spot, a reduction or repayment for these deficiencies can not be asserted and the contract cannot be terminated for this reason.

The participating sailors are aware that the sailing trip they have booked is not a holiday as defined by and to which the Laws and Regulations for the Travel Agency Industry apply.

#### **7. Terms of payment**

On conclusion of the contract, a down payment of 50% of the cruise price will be due. The remaining balance of 50% of the cruise price is due and should be paid four weeks before the start of the trip.

If the customer is in arrears with the payment, then the provider can cancel the contract from their side after having set a reasonable last payment deadline.

#### **8. Price information**

All prices shown in the brochures and on the website of the provider are subject to any errors, changes and printing errors. The prices listed in the booking confirmation are binding.

#### **9. Severability clause**

The invalidity, incompleteness or unenforceability of parts of this contract do not affect the other parts, which shall then be valid. Invalid, incomplete, unworkable and any items or issues not covered should be carried out as closely as possible to the intended purpose. Disputes are to be governed by German law.

#### **10. Other**

Additional oral side agreements have not been made. Changes and / or additions to this agreement must be made in writing.

#### **11. Jurisdiction**

Place of jurisdiction and the competent court is Bottrop, in Germany. German law applies.

**Each signatory recognizes this contract and will receive a copy upon request.**

Skipper:

Name	Torsten Jastrzembski	Date of Birth	02.09.1969
Street	Franz-Kafka-Str. 6	Place of Birth	Herford
Phone	00393271306660	Passport-Nr.	L7C5VKXGJ6
Place, Date		Signature	

Co-Skipper

Name	Anja Konkel	Date of Birth	20.08.1970
Street	Franz-Kafka-Str. 6	Place of Birth	Bottrop
Phone	00393271306660	Passport-Nr.	L7C557ZGN6
Place, Date		Signature	

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