

Conditions of Travel Brokerage

These terms and conditions regulate the legal relationship between the Traveller and the Hanse Sail Association for the Advancement of Traditional Navigation in the Baltic (herein termed "Association"); German: Hanse Sail Verein zur Förderung traditioneller Schifffahrt in der Ostsee e.V. Please read them carefully before you contract the brokerage services of the Association.

1	Contract of brokerage and reservation		specific regulations, travellers are to pay a downpayment of 75.00€ within 10 days after having received the confirmation of reservation. With bookings after 2 weeks before the beginning of the trip and with one-day trips, the traveller must pay the total amount of the fare immediately.		injuries is limited to three times the value of the service procured.
1.1	The Association's booking office procures and reserves for the traveller sailing trips with operators/ship owners.			6.3	The Association shall not be liable for specifications, information and services of the tour operator (airlines/owners of aircraft). This applies in particular to fare changes by the tour operators.
1.2	The Association is not a tour operator in accordance with paragraph 651 German Civil Code (BGB). Between the Association and the Passenger there will only be a brokerage contract concluded whose subject is the arrangement/procurement of services of tour operators as well as the booking thereof.	4.5	Changes to the booking can be made up until 2 weeks before the trip starts. Bookings can also be transferred to third parties. The Association charges a blanket compensation of 20.00€ for any effort emerging from changes in booking.	6.4	The Association is not liable for the setting of sails and the sailing without any auxiliary engine power during the trip. Safety regulations along with wind and weather conditions are the basis for the decision whether sails will be set. This decision is left to the sole discretion of the captain.
1.3	The brokerage contract shall be concluded as soon as the traveller receives a confirmation of reservation and the downpayment towards the price of the trip has been received by the Association (for day trips and short-term bookings the entire amount must be settled). By paying the downpayment/price, the traveller accepts the conditions of brokerage as part of the brokerage contract.	5	Cancellation/ Notice to Terminate	6.5	Settlement of the contract and the settling of possible impairments of performance shall be done between the Passenger and the tour operator.
		5.1	The traveller can withdraw from the contract at any time before the trip starts. Travellers have to send their written withdrawal notice to the agent. The withdrawal from the contract will become effective the day that notice is received by the agency. If the traveller withdraws from the contract he/she shall provide adequate compensation to the operator.	7	Termination of Contractual Relationship
1.4	Contractual relations that directly affect the service come into effect between the tour operator (operators/ship owners) and the Passenger. The terms and conditions of the tour operator shall be effective, which will be enclosed in the travel documents.	5.2	Details of cancellation can be found in the terms and conditions of the tour operator. If the operator does not have respective regulations, the following conditions will apply. The blanket amounts of cancellation fees are agreed on as follows:		Both the traveller and the agent may cancel the brokerage contract or withdraw from it before the trip starts. In any case there will be a cancellation fee which is fixed by the operator.
1.5	The tour operator's name is shown on the invoice.		15% until day 90 before the trip starts; in no case less than 25.00€	8	Insurance
2	Registration		50% until day 30 before the trip starts		We strongly recommend the taking out of accident insurance, travel cancellation insurance and a luggage insurance. It is also recommended to take out insurance against a potential cancellation of contracts for the transfer to and from the starting and ending point of the trip. The Passenger is not insured via the Association against accident, illness or additional travel expenses.
	Travellers can register for sailing trips in writing, in person or by telephone. Registrations are made on the basis of current trip descriptions and pricing.		75% until day 20 before the trip starts		
			90% until day 10 before the trip starts		
			100% of the total amount when cancelling later than 10 days before the trip starts. Travellers are free to prove that the operator did not suffer any loss or that the loss incurred was significantly less.	9	Protection of Privacy
3	Travel Documents				The Passenger agrees that the details submitted will be processed, stored and shared in electronic systems within the limitations of the purpose of this contract. Personal data will be protected according to the Federal data protection act.
	Travel documents will be sent as order confirmations or invoices by mail or fax up until 3 weeks before the trip starts. The boarding pass is sent to the traveller 3 weeks before the sailing trip starts, provided that the order has not been cancelled. Vouchers are available on request and only when cashed. They are valid in connection with a boarding pass only.	5.3	We strongly recommend the taking out of travel cancellation insurance and of ticket insurance.	10	Place of Jurisdiction
		5.4	The operator can withdraw from the contract up until 2 weeks before the trip starts if important reasons prevent the planned journey from taking place as scheduled (e.g. the minimum number of participants is not reached). In this case, the operator reimburses all payments that have been made in their entirety. However, the operator shall not be liable for travel costs (to/ from the place of departure/ arrival) such as tickets for trains, airplanes, ferries or busses that the traveller may already have arranged for.	10.1	Place of jurisdiction for all claims of the Passenger shall be the Association's residence in Rostock.
4	Terms of Payment			10.2	For claims of the Association against the Passenger, the residence of the latter shall be relevant unless the claim is made against merchants, legal persons under public law or a public special estates. In these cases, applicable place of jurisdiction shall exclusively be the Association's residence in Rostock.
4.1	List prices do not include yearly membership fees and costs that arise from changed dates, transfers and shuttle or pilot boats, if not agreed otherwise or stated otherwise in the booking confirmation.	5.5	The operator is allowed to cancel the contract immediately if the traveller fails to meet his/her contractual obligations.	11	General Conditions
4.2	The agent charges an agency fee of 4.50€. These additional costs are stated separately on the invoice.	6	Liability	11.1	If a provision is or becomes null and void, the validity of the other provisions is not affected by this.
4.3	Payment is made directly to the operator unless the Association is permitted to receive and forward travellers' payments to facilitate the process. Even in these cases, the Association legally remains only an agent.	6.1	The Association shall only be liable for the violation of its duties regarding information and advice, as long as such violation is not based on ordinary negligence.	11.2	All legal relationships between the Association and the traveller are explicitly governed by German law.
4.4	Operators determine the amount of any downpayments towards their invoice amounts. Should they fail to provide	6.2	Liability of the Association for damages of the Passenger that are not bodily		