

General Brokerage terms and Conditions: Marine Aviation

These terms and conditions regulate the legal relationship between the Passenger 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.

1	Travel Brokerage Contract	3	Terms of payment		applies in particular to fare changes by the tour operators.
1.1	The central booking office of the Association arranges and books for the Passenger the participation in sightseeing flights with airlines and individual owners of airplanes.	3.1	Payment can be made by credit card, bank collection, bank transfer or in cash. The tickets will only be released after payment.	6.4	Settlement of the contract and the settling of possible impairments of performance shall be done between the Passenger and the tour operator (airlines/owners of aircraft)
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.	3.2	Fares are to be understood including VAT.	6.5	Flights are operated by airlines/owners of aircraft for their own account and risk. In the event of bodily injury or damages that arise in connection with the airplane, they shall be liable.
		4	Cancellation of the brokerage contract	7	Insurance
1.3	The brokerage contract is concluded as soon as there has been a flight booked for the Passenger by the Tall Ship Booking Office and after these terms of brokerage have been accepted.	4.1	Cancellation of the brokerage contract can be made by the Passenger up to 30 days before the planned flight.	7.1	The Passenger is insured against the risk of bodily injury and damages under the third-party insurance of the aircraft. All aircraft owners participating in the sea flying event and offering round flights have deposited the necessary insurance and liability policies.
1.4	With Internet bookings, the contract of procurement is concluded after booking has been made and after the acceptance of these terms of brokerage.	4.2	There will be a handling fee of €10 in the event of cancellation. This fee will be deducted from the ticket price on reimbursement. Reimbursements will never be made in cash and only after the ticket has been returned.	7.2	For losses incurred while on the pontoon, the municipal third party insurance of the City of Rostock will enter.
1.5	The Association has been contracted by the tour operators to handle the booking procedure and to check payments. The Association only acts as an agent/broker.	4.3	Cancellation has to be made in writing. It will only become effective after it has been received by the Association.	7.3	The Passenger is not insured via the Association against accident, illness or extra travel expenses. It is advised that the Passenger take out respective insurance.
1.6	Contractual relations that directly affect the service come into effect between the tour operator (Airline/Aircraft owners) and the Passenger.	4.4	Thirty days or less before the planned flight, only the rescheduling or the naming of another Passenger will be possible. The fare will not be reimbursed.		
		4.5	In the event that the Passenger does not show up, the ticket becomes void without compensation.	8	Protection of Privacy
		5	Caveats relating to flight operations		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.
2	Registration	5.1	Whether or not the flight is to take place depends on the current weather conditions and other safety considerations. The decision is made solely by the pilot.	9	Place of Jurisdiction
2.1	Registration for a sightseeing flight can be made in writing, in person or by telephone.	5.2	If the flight is canceled, the Passenger is free to reschedule if possible, or claim reimbursement of the fare. This does not apply if the cancellation is due to force majeure.	9.1	Place of jurisdiction for all claims of the Passenger shall be the Association's residence in Rostock.
2.2	If the Passenger books by telephone, he/she will receive an invoice. The invoice will contain the fare and a handling fee in the amount of €4.50 and is due immediately after receipt. After that, the flight tickets and a receipt will be sent to the Passenger. If no payment is made within 14 days, the reservation will be canceled. A ticket booking against invoice will only be made up to 30 days before the flight.	6	Liability	9.2	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.
2.3	With Internet bookings, the Passenger has the option to print his own ticket after payment. After the online booking, the Passenger will receive a confirmation e-mail with details of fare, location and time as well as the ticket number.	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.	10	General Terms
		6.2	Liability of the Association for damages of the Passenger that are not bodily injuries is limited to three times the value of the service procured.	10.1	If a provision is or becomes null and void, the validity of the other provisions is not affected by this.
		6.3	The Association shall not be liable for specifications, information and services of the tour operator (airlines/owners of aircraft). This	10.2	All legal relationships between the Association and the Passenger are explicitly governed by German law.