

Terms and Conditions of the Travel Event of the “Hanse Sail Association to Support Traditional Shipping in the Baltic Sea e.V.”

1.1. Contract of Travel

1.2. With the traveller's registration at the Association a binding travel contract arises according to the turn description. The registration can be done in writing, verbally or by phone. Furthermore the traveller can make a reservation on behalf of a third party. For this contract he takes over all obligations as his own. The travel contract is accepted as soon as the trip has been booked by the event agency and the traveller has received the terms and conditions of the travel event as well as the reservation confirmation and the invoice.

1.3. If there is any difference between the content of the reservation confirmation and the registration, it will be a new offer by the event agency. This new offer is the basis of the travel contract as far as the traveller agrees with it. The approval can be an exclusive or conclusive declaration such as payment of the travel price or deposit, to set out on the trip.

1.4. If the traveller has not been given the terms and conditions of the travel event by the event agency on the phone, he will receive it together with the reservation confirmation and the invoice by mail. These terms and conditions are an essential part of the travel contract as already mentioned in paragraph 1.2.

1.5. The traveller confirms in the booking that the passengers travelling with him are mentally and physically healthy, not drug addicted and do not suffer from an infectious disease or a fit. Every single participant has to be able to swim in deep water for 15 minutes without any interruption. A hearing defect and colour blindness have to be reported to the captain before departure. In case there is an eye defect the traveller is obliged to wear glasses.

2. Service

2.1. The extent of the stipulated service results from the description of the service according to the travel registration (turn schedule and price lists) and the details with regard to the reservation confirmation and the invoice.

2.2. In case the event agency does not reach the minimum number of participants or there are other important reasons, they have the right to charter a suitable alternative ship. They also have the right to change destination and time of departure and arrival if necessary. The event agency and the skipper are eligible to change or cancel a trip in terms of weather conditions, high tide, low tide, blocked routes of trips

or similar circumstances. The event agency helps to organise an alternative. Additional expenses of the traveller will not be taken by the event agency. If there is an adequate change of the booking not possible, the event agency serves the right to cancel the whole trip.

3. Change of Booking

3.1. After receiving the reservation confirmation the traveller is still entitled to amend the booking regarding date of travel, travel destination, place of departure, accommodation or shuttle service. The traveller will be charged with an additional compensation fee of 20.00 EUR. Changes of the booking are possible up to 30 days before departure. Afterwards we only accept the withdrawal from the travel contract with a new registration. The traveller will be charged with a cancellation fee as already mentioned.

3.2.1. Up to the day of departure the traveller can demand a third party taking over all rights and commitments of the travel contract. The event agency can contradict the joining of a third party. Reasons of the contradiction can be for instance that the third party does not meet the turn requirements or there are legal regulations or authorised arrangements against a participation. If there is a third person joining the contract, him and the traveller will be made liable as main debtors by the event agency for the travel price and additional expenses caused by the joining of the third party. The change of the booking is necessary and applies to the above-mentioned regulations.

4. Terms of Payment

4.1. We understand all prices quoted in the price lists and turn descriptions excluding legal tax. They do not contain annual contributions of the membership and costs caused by changed dates, transfers and shuttle boats as far as there are no further details agreed or rather mentioned in the reservation confirmation. Additional costs: The event agency charges a handling fee / shipping fee of 4.50 euros. The additional costs are shown on the invoice.

4.2. As far as there are 4 months between the signing of the contract and departure, the event agency serves the right to change advertised and confirmed prices up to 21 days before departure. Practically authorised reasons would justify such a change of prices. In case the price change would be a disadvantage for the traveller, the event agency needs to inform the traveller immediately.

If prices rise more than 10%, the traveller is entitled to withdraw from the travel contract free of charge within 10 days.

4.3. After the contract has been signed there is a deposit of 75.00 EUR to pay within 10 days after receiving the reservation confirmation and a securing certificate. Total payment has to be made 6 weeks before departure at the latest. With short-termed bookings, which are less than 42 days before departure, and daily trips, full payment is required immediately after receiving reservation confirmation and securing certificate.

5. Travel Documents

5.1. The traveller will receive the travel documents 3 weeks before departure either by mail or by fax. They contain the reservation confirmation and the invoice. If the traveller does not receive the travel documents 7 days before departure, he needs to contact the event agency without delay.

5.2. As far as the trip has not been cancelled and the full travel price has been paid, the boarding tickets will be sent out to the traveller 3 weeks before departure. Boarding is only allowed with a valid boarding ticket. Vouchers are only available in connection with a boarding ticket.

6. Regulations for Passport, Visa, Customs, Foreign Currencies and Health

The traveller is responsible for keeping the Regulations for Passport, Visa, Customs, Foreign Currencies and Health.

7. Rules on Board/Security Advices

The traveller is compelled to follow all regulations and commands of the ship leader or the representatives (Officer, Trainee, Boatsman, Sergeant). Crude contraventions, offensive behaviour, especially consumption of alcohol can lead to disqualification from the trip. In that particular matter the traveller has to pay the expenses caused by going to another harbor or the costs for the own return trip. It is strictly forbidden to sit on the rails, nail benches or rope works. You should not hold on to the rope works as well as climbing in the rigs. Please mind the thresholds on board. Children ought not let without control.

8. Withdrawal / Cancellation

8.1. The traveller is allowed to withdraw from the contract at any time before departure. The withdrawal takes effect as soon as the travel agency receives it. The declaration of withdrawal needs to be addressed to the event agency in writing. The

	traveller is then obliged to pay a suitable replacement.		concern damages based on gross recklessness or intentional violation of commitments.		or special legal public possessions. In this particular case the exclusive jurisdiction is the residence of the event agency in Rostock.
8.2.	The lump sums are regulated as follows: Up to the 90 th day before departure 15% or at least 25,00 EUR Up to the 30 th day before departure 50% Up to the 20 th day before departure 75% Up to the 10 th day before departure 90% After start of the turn 100% of the total travel price. The traveller has got the option to prove that there are no or just smaller damages, which have been caused than the amount of the lump sum.	9.4.	The event agency cannot be made liable for disturbance of service that are in connection with services of other firms or foreign services and marked in such a way.	15.	The Act of God The traveller as well as the event agency is allowed to cancel the turn, if there is any kind of the act of god during the turn such as natural catastrophe, war, terrorism, strike, breakdowns, damages of the ship, confiscation or similar occurrences, which endangers or considerably aggravates the trip or makes it completely impossible. If the contract is cancelled, the event agency will be entitled to demand a suitable compensation for the already provided travel service or the service, which still needs to be fulfilled until the end of the turn.
8.3.	It is urgently recommended to cover the withdrawal from the travel contract with an additional insurance.	9.5.	The event agency cannot be made liable for damages caused by delay before, during or after the turn or through the deviation from the agreed time of departure or arrival.		General Terms
8.4.	The event agency can withdraw up to 2 weeks before departure, if there is a necessary reason such as not reaching the minimum number of participants. In that matter the payment in advance will be refunded completely. But the event agency does not take over responsibility for the traveller's expenses caused by the types of transfer such as train, bus, plane or ferry.	10.4.	The Association cannot be made liable, if the ship sets the sails during the turn and moves completely without using engine output. The setting of the sails is at the captain's discretion. It always depends on the consideration of the terms of security as well as the weather conditions.	16.	These terms are valid as far as there are no individual agreements in each particular travel contracts.
		10.	Assignment/Compensation	16.1.	When there are single ineffective terms of the travel contract or in the terms of agreement, it does not consequently lead to the complete ineffective contract. Changes or amendments of the contract will only be valid, if they are in writing.
		10.1.	The traveller has no right to assign his claims to compensation for damages or claims to guarantees on the occasion of the travel to other persons. Further the traditional assertion of other person's claims in one's own name is excluded.	16.2.	All legal relations between the event agency and the traveller are subject to the German Law.
		11.2.	A compensation by the traveller will only be possible if he has an unquestioned or legally confirmed demand.		
8.5.	The event agency is entitled to cancel the travel contract without notice in case the traveller offends against the accepted terms and conditions.	11.	Limitation Period The traveller and the event agency agree that the limitation period for contracted claims is one year. Criminal claims become prescriptive after 3 years. The limitation period starts with the day, when the turn ends.	16.3.	
9.	Lack of Travel Service				
9.1.	The event agency is obliged to guarantee perfect travel service as agreed upon in the contract.				
9.2.	If there is any lack of service the traveller needs to give notice to the event agency and he has the right to demand remedial measures to be taken immediately.	12.	Insurance The traveller will not be insured against accidents and illness as well as additional travel costs unless it has not been explicitly announced and calculated in the turn confirmation. We recommend an insurance against illness, accident, costs of travel withdrawal and baggage. We would like to explicitly draw your attention to your return transfer in terms of illness. Those costs will not be taken over by the event agency. The traveller needs to conclude a travel illness insurance for foreign countries. himself. Furthermore we recommend taking out an insurance against a possibly necessary withdrawal of shuttle service.		
9.3.	Remedy can be refused, when there is a disproportional excessive expenditure required. In those particular cases the traveller is entitled to reduce the travel price or to cancel the contract.. The cancellation is only valid, when the event agency does not keep the traveller's determined suitable time limit without any effort.				
9.4.	If the traveller fails culpably to announce the lacks by mistake, he cannot claim damages or a reduction of the travel price. The traveller is obliged to avoid or reduce possible damages at disturbance of service.	13.	Data Protection The traveller agrees that all transmitted data will be used for electronic data processing. All data will be processed, loaded and passed on to a third party. Personal data will be protected according to the German Federal Law of Data Protection.		
9.5.	Claims caused by not keeping the service according to the contract have to be announced in writing within one month after the turn will be finished. The ship owner, the skipper or members of the crew are merely entitled to take notice of the announcement of any disturbance but not admit the claims.	14.	Jurisdiction		
	Liability	14.1.	The jurisdiction for the traveller's complaints is the residence of the event agency in Rostock.		
9.3.	The event agency can be made liable for damages, which are no bodily damages and lie in the responsibility of the event agency. The liability for the traveller's damages is restricted up to 3 times the travel price of the agreed service as far as it does not	14.2.	Substantially for the event agency's accuses against the traveller is the residence of the traveller. Exceptionally the charge is aimed against a business man, a legal entity		