



## **Booking terms and conditions**

### **1. CRUISE PARTICIPATION AGREEMENT**

- 1.1 The organizer of the cruise is Sailing Dutchman, Ltd. (hereinafter referred to as the "Organizer").
- 1.2 The participant makes a reservation for participation in the cruise by sending a registration form to the email address [info@sailing-dutchman.com](mailto:info@sailing-dutchman.com)
- 1.3 The reservation is effective after the participant makes a payment of a 30% deposit of the total cruise price.
- 1.4 Making the deposit payment signifies the conclusion of the Agreement.

### **2. PAYMENT**

- 2.1 The deposit payment of 30% of the total cruise price must be made within 7 days from the moment of sending the registration form to the address indicated in point 1.2 above.
- 2.2 After the deposit payment is made to the Organizer's account, the participant will receive confirmation of the Agreement.
- 2.3 The participant is obligated to settle the remaining amount of the cruise price within the period indicated in the registration form.
- 2.4 If the participant reserves a place on a cruise that commences in less than 2 months, they are required to pay 100% within 7 days from sending the registration form.
- 2.5 Payment is considered made when the funds are received in the Organizer's account.
- 2.6 If the cruise amount is not fully paid within the period specified in the registration form, the Agreement automatically terminates, and the participant will incur cancellation costs amounting to 30% of the total cruise amount. In such a case, the deposit is non-refundable and is credited towards the cancellation costs.

### **3. OTHER PAYMENTS**

- 3.1 The cruise price includes: a sleeping place on the yacht and the skipper's care.
- 3.2 The cruise price does not include fuel costs for the yacht, water, participants' meals during the cruise, port mooring costs (marinas), and tourist tax (hereinafter "Additional Fees"), which the participant is responsible for covering on-site in their portion. The participant's share of the Additional Fees will be proportional to the number of cruise participants. Additional Fees are to be paid on-site in the country's currency where they need to be settled.

### **4. SERVICES**

- 4.1 The type and scope of services within the cruise are specified on the website [www.sailing-dutchman.com](http://www.sailing-dutchman.com).
- 4.2 The cruise route is approximate and may change due to weather conditions and unforeseen events. If the wind strength exceeds 25 kts, the Organizer has the right to decide not to sail.

### **5. CANCELLATION OF PARTICIPATION IN THE CRUISE**

- 5.1 In case of cancellation of participation in the cruise, the participant is obliged to notify the Organizer in writing by sending a notification to the address [info@sailing-dutchman.com](mailto:info@sailing-dutchman.com).
- 5.2 In the event of cancellation of participation in the cruise, the participant is obliged to pay:
  - 5.2.1 30% of the cruise price if more than 60 days remain from the day the participant submits the cancellation statement,
  - 5.2.2 100% of the cruise price if less than 60 days remain from the day the participant submits the cancellation statement,
- 5.3 In connection with the cancellation of participation in the cruise, the participant has the right to designate another person to take their place, who will assume their obligations by sending a notification to [info@sailing-dutchman.com](mailto:info@sailing-dutchman.com). The new participant should complete the registration form and accept the provisions of the Agreement in such a situation.
- 5.4 The Organizer is not obliged to refund the paid amount to the participant in the event of the participant's voluntary withdrawal from a part of the cruise during its duration.

### **6. CANCELLATION OF THE CRUISE BY THE ORGANIZER**

- 6.1 If the Organizer cancels the planned cruise, they may propose an alternative cruise to the participant. If this is not possible, or the participant does not agree, the Organizer will refund 100% of the amount paid to the participant.
- 6.2 The Organizer is not responsible for changes in the cruise program and other inconveniences that arise during the cruise due to reasons beyond its control, especially in cases of force majeure, adverse weather conditions, or yacht malfunctions during the cruise.



## **7. PARTICIPANT'S OBLIGATIONS**

7.1 The participant is responsible for:

7.1.1 The accuracy of the data in the registration form. The provided data must match the identity documents the participant travels with;

7.1.2 Informing the Organizer about any health problems and physical condition.

7.2 The participant, at the start of the cruise, must have travel documents with them, the details of which were provided in the registration form.

7.3 The participant is obliged to buy travel insurance covering medical costs abroad and personal accidents (NNW).

7.4 The Organizer is not responsible for the participant's items left on the yacht or damaged during the cruise.

7.5 During the cruise, the participant agrees to adhere to the safety rules applicable during the cruise, the provisions of the Agreement, and other applicable regulations, as well as to follow the skipper's instructions.

7.6 The participant is obliged to cover any damages caused to the yacht during the cruise due to the participant's fault (damage to the yacht or equipment), especially resulting from the participant's failure to adhere to the rules on the yacht during the cruise, as conveyed by the skipper.

7.7 The participant, through their actions or omissions, poses a safety risk to themselves or other participants or crew members and/or blatantly violates the rules on the yacht, may be removed from the cruise at the Organizer's discretion.

7.8 The participant agrees to actively participate in all obligations related to staying on the sea yacht, preparing meals, and maintaining order on the yacht during the cruise.

## **8. ORGANIZER'S OBLIGATIONS**

8.1 The Organizer provides the services of a professional skipper with appropriate qualifications to operate the yacht.

8.2 The Organizer guarantees that the yacht on which the cruise takes place is in good technical condition and equipped with rescue equipment with a current date of use.