



## General Travel Conditions of sailwithus for Participation in a Sailing Trip

### Scope of Application, Contract Conclusion

#### 1.1.

These General Travel Conditions apply to all contracts for a sailing trip between sailwithus GmbH as the tour operator ("sailwithus" / "Operator") and the participating person (m/f/d, "PP"), where sailwithus combines two different travel services for the purpose of the same trip. They do not apply to the booking of a single tourist service, such as independent yacht charter, but only to persons sailing on a sailboat with a skipper provided by sailwithus.

#### 1.2.

By registering for the sailing trip, the participating person (m/f/d, "PP") offers sailwithus GmbH as the tour operator the conclusion of a travel contract based on the description of the respective sailing trip and the corresponding travel description PDF as displayed during the booking process on the website of the distribution partner through which the booking is made, which documents form an integral part of the booking process and of the travel contract, and/or, in the case of direct bookings, on the description of the respective sailing trip on the sailwithus website, [www.sailwithus.com](http://www.sailwithus.com), in each case on the basis of these General Travel Conditions. It is recommended to the PP to register electronically using the online booking form provided during the booking process, which must be filled out correctly.

#### 1.3.

The contract is concluded upon acceptance of the registration by the Operator. The PP then receives the travel confirmation on a durable medium (e.g. as an email attachment) (in the case of Section 250(6)(1) sentence 2 of the Introductory Act to the German Civil Code (EGBGB) in paper form).

#### 1.4.

For all online bookings, the following applies to the conclusion of the contract: The online booking process is explained to the customer on the respective booking website (either on the website of the distribution partner through which the booking is made or, in the case of direct bookings, on the sailwithus website). During the booking process, the customer can change, correct, or reset their entries at any time. A corresponding correction option is available for resetting the entire online booking form, the use of which is explained. The customer navigates through clicks to a page where they can enter the data required for the booking. If the customer wishes to cancel the booking process completely, they can simply close the browser window. Otherwise, they can complete the booking registration. By clicking the "Book with obligation to pay" button (or an equivalently clearly labelled button), the customer submits a legally binding booking order, resulting in a cost obligation. After this, no changes to the customer's personal details or data can be made. Therefore, the customer must ensure before submitting their booking order that they have entered all information, names and details, such as email address and (mobile) phone number, correctly.

Upon receipt of the registration, the customer initially receives an acknowledgment of receipt in text form (e.g. by email), which does not yet constitute acceptance of the registration but merely confirms receipt thereof. The contract is concluded only upon dispatch of the separate booking confirmation by sailwithus in text form. Where the booking has been made via the website of a distribution partner, no payment option is offered during the online booking process on the partner's website; in these cases, the booking confirmation sent by sailwithus also contains a payment link, via which the travel price is to be paid using the payment methods currently offered by sailwithus and indicated in this booking confirmation.



### 1.5.

If the content of the travel confirmation deviates from the PP's registration, a new offer is presented, maintaining the pre-contractual information obligations and to which the Operator is bound for 10 (ten) days. The contract is concluded on the basis and content of this new offer if the PP declares acceptance within the binding period or makes the down payment.

### 1.6.

No right of withdrawal for online booking: The Operator points out that according to Section 312g(2)(9) of the German Civil Code (BGB), there is no right of withdrawal for the package tours offered on the website, but only the statutory rights of withdrawal and termination apply. This means that the PP cannot revoke the declaration of intent made during the online booking process and that the declaration is thus binding. Withdrawal from the travel contract is always possible (see clause 6.1). A right of withdrawal exists only if the contract for travel services according to Section 651a of the German Civil Code (BGB) was concluded during oral negotiations outside business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted at the previous order of the consumer.

## Payment Terms

### 2.1.

After the conclusion of the contract and receipt of the travel confirmation for participation in the sailing trip together with the secured payment certificate, a down payment of 25% of the total travel price as stated in the booking confirmation shall be due, which must be paid within 7 (seven) days of the invoice date. This down payment will be credited towards the total travel price.

The travel price already includes any insurance components offered and booked as part of the travel package; such components form an integral part of the travel price and are not invoiced or paid separately.

The remaining payment must be made 28 (twenty-eight) days before the start of the trip without the PP being prompted to make payment and must by then have been credited to sailwithus's account, provided it is certain that the trip will be carried out, in particular that the minimum number of participants pursuant to section 6 has been reached.

### 2.2.

If the PP fails to make the payments due on the travel price despite reminders and a reasonable deadline for payment, sailwithus is entitled to withdraw from the contract and cancel the booking. In this case, the Operator can demand that the PP carry withdrawal costs, which are based on clause 6.1, provided the PP did not have the right to refuse payment.

## Services, Start and End of the Sailing Trip

### 3.1.

The contractual services of the sailing trip result from the description of the respective sailing trip and the corresponding detailed travel description PDF as displayed during the booking process on the website of the distribution partner through which the booking is made and, in the case of direct bookings, from the description of the respective sailing trip on the sailwithus website, [www.sailwithus.com](http://www.sailwithus.com), in each case as set out in the booking confirmation.

### 3.2.

The start of the sailing trip is each Saturday evening from 6 p.m. The end of the sailing trip is each Saturday morning at 9 a.m. The yacht is not available on Saturdays from 9 a.m. to 6 p.m., due to service, cleaning, maintenance, and possible ship, crew, and skipper changes. This also applies to multi-week sailing trips.

## Contract Changes After Contract Conclusion



#### 4.1.

The Operator reserves the right to unilaterally change other contractual conditions beyond the travel price after the contract has been concluded if the changes are insignificant (such as changing the start and/or destination port for weather or safety reasons or crew optimization reasons, necessary changes to the route and schedule if required for safety reasons, changing yachts for crew optimization or technical reasons). The declaration of changes can also be made by the skipper appointed by sailwithus. The PP receives electronic information about the changed services by email, for example, documenting the changes on a durable medium. Changes are only effective if declared before the start of the trip.

#### 4.2.

If the Operator can only provide the trip under a significant change to one of the essential properties of the travel services (Section 250(3)(1) of the Introductory Act to the German Civil Code (EGBGB)) or only with deviations from special requirements of the PP that have become part of the contract due to a circumstance occurring after the conclusion of the contract, the Operator can offer the PP the corresponding service change and request that the PP declare, within a period determined by the Operator, which must be reasonable, (1) accepting the offer to change the service or (2) declaring their withdrawal from the contract. The offer for such a contract change cannot be made after the start of the trip. After the deadline has expired, the offer for a contract change is considered accepted. The Operator can also offer the PP participation in a replacement sailing trip in their offer of a contract change, which the PP must be informed of according to Section 250(10) of the Introductory Act to the German Civil Code (EGBGB).

### Price, Price Changes After Contract Conclusion

#### 5.1.

The Operator reserves the right to unilaterally increase the travel price indicated in the booking confirmation after the contract has been concluded if the increase in the travel price results directly from a circumstance that occurred after the contract was concluded and was not foreseeable at the time of the contract conclusion: a) an increase in the price for the transportation of persons due to higher costs for fuel or other energy sources, b) an increase in taxes and other charges for agreed travel services such as tourist taxes, port or airport fees, or c) a change in the exchange rates applicable to the package trip in question. The travel price will be adjusted to reflect the increase of the factors mentioned in a) to c) per person. Should this be the case, the Operator will immediately inform the PP on a durable medium (e.g. by email) clearly and understandably of the price increase and reasons therefor and communicate the calculation of the price increase. A price increase is only effective if it meets the requirements mentioned here and if the PP is informed no later than 20 (twenty) days before the start of the trip. If the factors mentioned in a) to c) have changed after the contract conclusion and before the start of the trip resulting in lower costs for the Operator, the PP can demand the reimbursement of the excess amount paid by them, from which the Operator may deduct the actual administrative expenses incurred.

#### 5.2.

If the price increase reserved in clause 5.2 exceeds 8% of the travel price, the Operator cannot unilaterally accept this increase but can offer the PP a corresponding price increase and request that they declare within a period determined by the Operator, which must be reasonable, (1) accepting the offer for the price increase or (2) declaring their withdrawal from the contract. After the deadline has expired, the offer for a price increase is considered accepted. The Operator can also offer the PP participation in a replacement sailing trip in their offer of a price increase, which the PP must be informed of according to Section 250(10) of the Introductory Act to the German Civil Code (EGBGB).



## Withdrawal by the Participating Person, Rebooking, Replacement Persons

### 6.1.

The PP can withdraw from the contract at any time before the start of the trip. It is recommended to declare withdrawal from the contract in text or written form. If the PP withdraws, sailwithus can demand reasonable compensation, which is calculated as a percentage of the travel price based on the period between the declaration of withdrawal and the start of the trip and which also takes into account the expected savings in expenses on the part of the Operator as well as the expected acquisition through other use of the travel services as follows:

- up to the 30th day before the start of the trip: 20%,
- from the 29th to the 22nd day before the start of the trip: 30%,
- from the 21st to the 14th day before the start of the trip: 50%,
- from the 13th to the 7th day before the start of the trip: 70%,
- from the 6th day before the start of the trip and in case of no-show: 90% of the travel price.

The PP is free to prove to the Operator that no damages or significantly lower damages than the respective flat rates detailed above have been incurred.

### 6.2.

The Operator reserves the right to demand a higher, specifically calculated compensation instead of the respective flat rates and in this case will prove that significantly higher expenses than the applicable flat rate have been incurred. The Operator will then specifically quantify and justify the demanded compensation, considering saved expenses and any other use of the travel service.

### 6.3.

The PP has no legal claim to rebooking (e.g. changes regarding the travel date or the sailing trip) after conclusion of the contract. If a rebooking is possible, the Operator can charge a rebooking fee of €50.00 per rebooking. Rebooking requests made later than 45 (forty-five) days before the start of the trip can only be carried out after withdrawal from the travel contract under the conditions detailed in 6.1 and simultaneous new registration, provided implementation thereof is possible. The PP can always prove that no or only lower damages than the flat rate has been caused by their rebooking.

The provision of clause 6.2 does not apply if the rebooking is necessary because the Operator provided the PP with no, insufficient, or incorrect pre-contractual information according to Section 250(1)-(3) of the Introductory Act to the German Civil Code (EGBGB). In such a case, the rebooking is free of charge.

### 6.4.

If the PP cannot undertake the trip, they can declare within a reasonable period before the start of the trip on a durable medium (e.g. by email) that a third party shall enter into the rights and obligations of the travel contract in their place. The declaration is timely if it reaches the Operator no later than 7 (seven) days before the start of the trip. The Operator can object to the entry of the third party if the third party does not meet the contractual travel requirements. This particularly applies if the third party is not of the same gender (m/f/d) as the PP, as it must be ensured that the cabin allocation determined can still be maintained. If a third party enters into the contract, they and the PP are jointly and severally liable to the Operator for the travel price and the additional costs incurred owing to the entry of the third party. The Operator can only demand the reimbursement of additional costs if and to the extent that they are reasonable and actually incurred. The Operator must provide the PP with proof of the amount of additional costs incurred due to the entry of the third party.



## 7. Withdrawal by the Operator Due to Failure to Reach the Minimum Number of Participants

### 7.1.

The Operator can withdraw from the contract due to a failure to reach the minimum number of participants specified for the trip, which is 6 (six) persons. The Operator must declare withdrawal to the PP no later than 28 (twenty-eight) days before the agreed start of the trip.

### 7.2.

The Operator can also withdraw from the contract before the start of the trip if they are prevented from fulfilling the contract due to unavoidable, extraordinary circumstances.

### 7.3.

In the event of withdrawal by the Operator in accordance with sections 7.1 or 7.2, any payments already made by the PP on the travel price shall be refunded without undue delay. This includes all amounts paid towards the total travel price, including any insurance components included therein.

## Liability of the Operator, Limitation of Liability

### 8.

The contractual liability of the Operator for damages that are not bodily injuries and are not caused by fault is limited to three times the travel price per trip and PP. The aforementioned liability limitations do not apply to claims that are given according to the Montreal Convention.

## Obligations of the Participating Person, Deficiency Reporting, Remedy, Deadline Setting Before Termination by the Participating Person, Non-use of Services

### 9.1.

The PP must report any deficiencies immediately to the address/phone number/email provided below by sailwithus and request a remedy within a reasonable period. Should the Operator be unable to address the deficiencies owing to the PP's culpable omission of notification according to sentence 1, the PP is not entitled to assert the rights specified in Section 651m of the German Civil Code (BGB) or to claim damages according to Section 651n of the German Civil Code (BGB).

### 9.2.

If the PP demands a remedy, the Operator must remedy the travel deficiency. The Operator can only refuse to remedy the deficiency if it is impossible or involves disproportionate costs, considering the extent of the travel deficiency and the value of the affected travel service. The Operator can remedy the situation by providing an equal or higher-value replacement service. If the Operator refuses to remedy the deficiency according to sentence 2 and the deficiency affects a significant part of the travel services, the Operator must offer an appropriate replacement service.

### 9.3.

If a trip is significantly impaired by a deficiency, the PP can terminate the contract. Termination is only permissible if the Operator has allowed a reasonable period determined by the PP to expire without providing a remedy. The determination of a deadline is not required if the Operator refuses to provide a remedy or if immediate remedy is necessary. If the contract is terminated, the Operator retains the claim to the agreed travel price regarding the travel services provided and still to be provided until the end of the trip.



9.4.

The skipper is not authorized to acknowledge the claims of the PP with effect against the Operator.

9.5.

In case of deficiencies, the PP is obliged to cooperate within the scope of the legal obligation to mitigate, avoid or minimize damage.

9.6.

If the PP does not use individual travel services offered by the Operator properly owing to early return travel, illness or other reasons for which they are solely responsible or attributable, there is no claim for partial reimbursement of the travel price.

9.7.

If the performance of the service is impossible for sailwithus within the meaning of Section 275 of the German Civil Code (BGB) because the PP is unable to travel due to illness or infirmity, lack of physical or psychological suitability, or another reason, the PP's claim to performance is excluded. In these cases, the PP agrees to be examined by a doctor who will check their travel suitability and possibly establish binding travel inability for both parties.

9.8.

Each PP is responsible for their timely appearance at the departure location. This particularly applies to self-booked flights or self-arrival. Sufficient time must be planned for check-in, security checks, and any health tests at airports. On international flights, the customer must arrive at the airport at least 3 (three) hours before the departure time on the day of departure to allow sufficient time for check-in, any health tests, and security checks. For self-booked flights, a corresponding transfer time must be planned. When booking the return flight, the PP should plan a sufficient time reserve of at least 6 (six) hours between the end of the sailing trip and the return flight, depending on the departure location.

### Termination Due to Breach of Contract by the Participating Person

10.1

sailwithus can terminate the contract with the PP without notice if the PP persistently causes a disruption despite a corresponding warning from sailwithus, or if they behave in such a manner that the continuation of the contractual relationship until the agreed termination or the expiry of a notice period is untenable for sailwithus, or if the PP behaves otherwise strongly in breach of the contract. This is particularly the case with proven drug use or excessive alcohol consumption by the PP or if the PP does not comply with the skipper's instructions regarding sailing, seafaring, or navigation, or otherwise endangers or disrupts the sailing trip or the physical integrity of other participants.

10.2.

In this case, sailwithus retains the claim to the paid stay or travel price minus the value of saved expenses and any refunds by service providers or similar benefits obtained from the alternative use of the unused service. Any additional costs for return transport are borne by the person who has caused the disruption. **Passport and Visa Requirements, Health Regulations** The Operator informs the PP of the general passport and visa requirements of the destination country, including the approximate deadlines for obtaining visas and health formalities (e.g. required vaccinations and certificates) necessary for the trip and stay.



## Data Protection and Objection Rights of the Participating Person

### 11.

sailwithus undertakes to process personal data lawfully, in good faith, and transparently, complying with the applicable data protection regulations, in particular the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR).

sailwithus refers to the valid data protection declaration under this link as well as any separate declarations provided.

### 12.1.

The Operator informs the PP about the processing of their personal data in the data protection declaration on the website and in the data protection notice. The Operator complies with the provisions of the German Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR) when processing personal data. Personal data are all data that relate to a person personally or make them identifiable (e.g. name, address, email address). These data are processed to the extent necessary for the appropriate processing of your inquiry, booking request, pre-contractual measures, or contract fulfillment from the travel contract. The data processing is permissible according to Art. 6(1) sentence 1 lit. b GDPR for the purposes mentioned. The data are not disclosed to unauthorized third parties without the explicit consent of the PP. The PP has the possibility at any time to retrieve their stored personal data, request information about them, change, correct or delete this information, restrict the processing thereof, object to the processing thereof, the transfer thereof, or complain about the processing to a supervisory authority (all rights under Art. 15 to 20 GDPR). The data will be deleted when they are no longer required for contract fulfillment or if their storage is legally inadmissible. If personal data of the PP are processed based on legitimate interests according to Art. 6(1) sentence 1 lit. f GDPR, the PP has the right to object to the processing of their personal data according to Art. 21 GDPR, provided there are reasons arising from their particular situation. The PP can exercise their right to object by sending an email to info@sailwithus.de or by contacting the Operator at the address below.

### 12.2.

By sending a message to info@sailwithus.de, the PP can also object to the use or processing of their data for advertising, market or opinion research, or marketing purposes at any time free of charge.

## Final Provisions

### 13.1.

German law exclusively applies to the travel contract between the PP and the Operator. This also applies to the entire legal relationship. The invalidity of individual provisions of these General Travel Conditions does not affect the validity of the entire travel contract. If the PP is a merchant or a legal entity under private or public law or a person who has their residence or habitual residence abroad, or whose residence or habitual residence is unknown at the time of the action, the place of jurisdiction is the seat of the Operator.

### 13.2.

The European Commission provides a platform for online dispute resolution (ODR) for the out-of-court settlement of consumer disputes for contracts concluded in electronic commerce, which the PP can find at <https://ec.europa.eu/consumers/odr>. The Operator does not participate in dispute settlement procedures before a consumer arbitration board and is not obliged to participate in such procedures. There is no internal complaint procedure.

Tour Operator: sailwithus GmbH, Managing

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Email: info@sailwithus.de, VAT ID No. DE 325945612; Essential characteristics of the service: Tour operation; Tour operator liability insurance: AXA Colonia, Colonia-Allee 10-20 51067 Köln, Tel. 08003203205, Email: service@axa.de. Spatial scope of the insurance: worldwide. Applicable law: German law. These General Travel Conditions are copyright protected.

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