

General Terms and Conditions

Last review: NOV-12-2014

1. Validity

Our services and offers are provided exclusively on the basis of these terms and conditions. These general terms and –conditions also apply to future offers and services, even if this has not yet been explicitly stipulated.

2. Type of services

Our services relate to, for example (but not exclusively), human resources development measures, team –building and management training. These services take place partly on board sailing yachts. Sailing yachts and group sailing are common tools used to support personality development. Travelling is not part of our training. Our services are not subject to the travel contract law.

3. Booking of services

Services can be booked in person, by phone or in writing (including by electronic means if necessary). The booking is binding if confirmed by us in writing (including by electronic means if necessary). Subsidiary agreements and the agreement of additional services must be in writing.

4. Payment

Unless otherwise agreed, a deposit of 50% of the total amount is due as soon as we confirm the booking in writing. The further 50% of the total amount is due 2 working days prior to service delivery (in-payment to our account).

5. Prices

Prices are generally net plus statutory VAT, unless expressly stated otherwise. We reserve the right to price changes and programme changes as well as spelling mistakes in the information provided by us about our services.

6. Services and service changes

6.1 The nature and extent of services arise from the service description of the offer. If changes in our services arise before the contract is concluded, the customer will be informed.

6.2 After conclusion of the contract the offered services are binding. The exceptions are services which cannot be effected due to external circumstances that we are not responsible for. In the case of such an amendment, we will inform and explain the reason for change immediately after we have acquired sufficient knowledge of the situation.

6.3 As a basic rule, the highest priority is the safety of all participants on board. The decision on whether a boat should leave the port is always the responsibility of the skipper. In particular, external conditions such as wind and weather can make staying in the safe harbour necessary. However, participants' lack of skills or health restrictions can also prevent sailing from taking place. This cannot result in a claim for the refund of the price or any part of the price.

7. Arrival and Departure

The arrival and departure are to be organised by the participants themselves. The costs are paid by the participants.

8. Participation prerequisites

8.1 With their registration, the participant is declaring that they are physically and mentally able to participate in our offer. In particular, participants must affirm that they can swim (at least 15 minutes without swimming aids). Persons who are affected by medication, alcohol or other drugs are excluded from participation. Exclusion can also occur during training if such circumstances arise.

8.2 All participants must be aware: Sailing and water sports in general are never without risk. Participation is at your own risk. On sailboats there is a risk of serious injury. A consequence of falling overboard is the risk of drowning or freezing to death. The yachts are equipped with the required safety equipment. The skippers are familiar with the safety –equipment and emergency procedures. They inform the participants on the risks and safety measures on board at the beginning of training. The participants agree to follow the instructions of the skipper.

8.3 All participants should also be aware that: Life on board is associated with restrictions. There is no entitlement to a single bunk. Personal items and clothing should only be brought on board in foldable bags. Hard suitcases and shoes with pointed heels are not permitted on board.

8.4 All participants are required to participate in the cleaning up of the yacht under the direction of the skipper.

9. Cancellation and rebooking

9.1 Any change in booking or cancellation must be in writing (electronically if necessary) and require our written confirmation (electronically if necessary).

9.2 If changes and cancellations are made at least 6 weeks prior to commencement of services, the customer shall bear only the costs incurred on our side through any resulting third party claims. These are, for example (but not limited to), costs charged by the charter company because the charter contract is cancelled or rebooked. These costs are verified by us.

9.3 If cancellation occurs within the 6-week period but still at least 2 weeks prior to the commencement of services, 60% of the price, or –provided that these are exceeded - the costs described in section 9.2., must be paid. In cases of –cancellation within the 2-week period, 100% of the price must be paid.

9.4 For changes made within the 6-week period, the costs described in section 9.2 must be paid. In addition, a rebooking fee of 30% of the total price will be charged. For rebooking, we reserve a recalculation of the price so that, if necessary, we can change our expenses to third parties, such as charter companies.

9.5 If individual participants or the whole group of participants do not arrive in time for the commencement of the services or choose not to participate, there is no entitlement to a refund of the (pro rata) price.

10. Cancellation and Termination by Sail as a Team (the Contractor)

The contractor may terminate the contract in whole or in part in certain circumstances without notice. These circumstances are:

- a) Participant behaviour contrary to the contract;
- b) Participant non-compliance with the skipper's instructions;
- c) Participants who do not meet the eligibility requirements.

In these cases, the contractor can issue a termination without notice for the full price of the service offered. This does not affect claims for damages.

11. Liability

11.1 Claims for damages against the contractor are generally excluded, unless there is intent or gross negligence.

11.2 The contractor is liable for any damage to the yacht to the extent that these damages are not covered by the insurance of the yacht or deducted from the deposit. Damages which are deducted from the deposit will be paid in equal shares by all participants and the skipper - regardless of who caused the damage. This excludes damage caused wilfully or by gross negligence from a participant. In this case, the participant concerned shall be solely liable.

12. Court of Jurisdiction

The Court of Jurisdiction is Wuppertal, Germany.

13. Severability

If any provision in these Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions.