

SailingEurope GENERAL TERMS AND CONDITIONS FOR GUIDED SAILING PROGRAMS - 2010

<p>1) PRICE, PROGRAM BOOKINGS AND TERMS OF PAYMENT</p>	<p>By confirming the booking of a guided sailing program (e.g. Sailing Trail of Unesco, Adventure Sailing, School trip under Croatian sails and sun) the Client confirms to agree with these General Terms and Conditions.</p> <p>The price of guided sailing programs (hereinafter Programs) is quoted per person in the valid Program brochure. Program booking can be done either for a whole Vessel (when there is a formed group of 8-11 persons who all wish to participate in the Program together on the same vessel) or alternatively for 1 Cabin (when 2 persons intend to book the Program and share a cabin, and will participate in Program with other - to them possibly unknown - persons on the same vessel). In case a Client wishes to book a Program only for one person, such Client would need to pay a double price and a whole Cabin would be reserved for such Client.</p> <p>The Program shall include a fully equipped vessel according to the presently effective inventory list of the charter agency who owns/operates the vessel in its fleet (hereinafter: Agency), as well as other Program costs listed as included in the Program brochure.</p> <p>After the Program reservation has been confirmed, which will be effective in writing only, the payment is to be done according to amounts, dynamics and instructions stated in the Pro-forma Invoice. If the Client has booked the Programs directly via SailingEurope, primary method of payment for the Programs is bank transfer. Client accepts to pay full costs of the bank transfer charges.</p> <p>Unless the advance payment has been done until a foreseen deadline, <i>SailingEurope</i> shall be entitled to cancel the Program booking. The Client can take part in the Program only after the Program price has been fully settled.</p> <p>The Client obliges to send information needed for Crew list not later than a week prior to the first day of Program. Additionally, it is desirable to send an exact time of arrival, if possible with flight number just a week prior to the first day of Program, in case that Clients travel by plane.</p>
<p>2) PROGRAM CANCELLATION</p>	<p>Should the Client want to cancel participation in Program, whatever the reasons may be, the Client shall be liable to inform <i>SailingEurope</i> in writing about it. The Client shall be charged for the cancellation in the amount of:</p> <ul style="list-style-type: none"> - 20% of the Program price if a reservation has been cancelled more than 2 months prior to the first charter day. - 50% of the Program charter price if a reservation has been cancelled more than a month but less than 2 months prior to the first charter day. - 100% of the Program price if a reservation has been cancelled less than a month prior to the first charter day. <p><i>SailingEurope</i> shall consider the receipt date of information on cancellation as a basis for settlement of accounts of the cancellation costs and expenditures.</p> <p>Should a cancellation of the Program booking be done by Client owing to the Act of God, i.e. objective reasons (e.g. death in the family, serious health condition, serious accident, etc.) the amount paid shall not be returned, but <i>SailingEurope</i> will offer to the Client a reasonable alternative booking in the future period.</p> <p>Otherwise, should the Client request a change in Program period, and/or a change of the type of the vessel, <i>SailingEurope</i> reserves the right to charge for the cancellation of the original booking.</p>
<p>3) INSURANCE AND REFUND</p>	<p>According to industry standards, charter vessels are normally insured, with deductible franchise in the amount of the charged deposits according to the price-list for the current year. The insurance usually does not cover damages of personal property of clients and property brought to the vessel and a deliberately caused damage, or any damage caused by clients' lack of diligence. Such industry standards are applied also for the Programs. Furthermore, in the price of Programs, deposit insurance is included, but Clients are nevertheless obliged to treat the vessel with due care, as damages caused due to intent or gross negligence of Clients will be charged to them.</p> <p>In order for the Program to take place in a given week, a minimum number of participants for that weekly term would need to be reached, as stated on the Program brochure. In case if Clients have booked per Cabin, <i>SailingEurope</i> shall inform them 5 weeks before planned start of the Program, on whether the number of other participants who would be in the same vessel is sufficient for the Program to take place in that given week. In case at this point <i>SailingEurope</i> concludes that the number of participants who will book Program would not be sufficient, <i>SailingEurope</i> will offer to Client best possible alternatives: another Program in the same weekly term, the same program in another weekly term, a yacht charter or similar. If the Client doesn't accept any of proposed alternatives, <i>SailingEurope</i> will refund to the Client the full amount which it has thus far received from Client for the Program.</p>

4) EMBARKING THE VESSEL	<p>The Client is obliged that on the occasion of embarking on the vessel he shall give to the representative of Agency a verified voucher or invoice with all Client's data and Program booking, as well as provide an insight into the original documents needed for submitting of Crew list.</p> <p>According to the industry standards, on the occasion of taking over the vessel it is usual that the Client examines the inventory list with the representative of Agency confirming the condition of the delivered vessel with his signature. The same procedure shall be done with instruments aboard.</p> <p>Any possible Client's subsequent complaints would not be accepted if the Client confirmed that the vessel was in order and that the vessel's equipment was complete and in order as well. Possible concealed faults and absence of the equipment that Agency was unaware of during the take over of the vessel do not entitle Client to require the Program price deduction.</p> <p>Should any of the vessel's parts be damaged or lost during the previous charter, and if it is impossible to obtain the new vessel parts prior to the date of the new charter, provided their loss will not seriously affect the security of navigation, it will not be possible for the Client to give up the Program or to demand a reduction of the Program price.</p>
5) DISEMBARKING THE VESSEL	<p>On the occasion of returning the vessel and rechecking the vessel according to the inventory list, if any damages are found, those would either be covered by insurance or by Clients, depending on their nature and valid insurance policies.</p> <p>If the Client wishes to prolong the period of charter, whatever the reason may be, s/he should immediately inform <i>SailingEurope</i> about his/her intentions. <i>SailingEurope</i> shall in return inform the Client whether the desired prolongation is possible or not, and, if the prolongation is possible and confirmed, will organize for all the necessary paperwork for additional days.</p>
6) CLIENTS LIABILITIES	<p>The Client shall be liable:</p> <ul style="list-style-type: none"> - to inform <i>SailingEurope</i> about any possible changes of crew members or passengers - to respect legal regulations of the host country - to treat the vessel and its equipment with all due care - to hold on to obligatory control intervals for the duration of cruising - not to occupy himself with fishing or any other submarine activities without a valid license - not to embark pets (dogs, cats, birds, etc.) aboard without consent. <p>All consequences arising from the Client's not respecting the liabilities are the exclusive responsibility of the Client.</p>
7) AGENCY LIABILITIES	<p>The Agency will ensure the correctness of the accommodation (i.e. of the vessels), investment maintenance, current maintenance, as well as preparation of the vessel during check-in and check-out.</p> <p>Furthermore, the Agency shall bear the berth expenditures in the base marina on check-in/check-out days and the insurance of the vessel(s).</p> <p>The Agency is fully responsible to bear expenses towards the Client in case of not fulfilling its obligations.</p>
8) SAILINGEUROPE LIABILITIES	<p><i>SailingEurope</i> will organize Programs according to valid Program brochures, except in the event of insufficient number of participants, as explained in chapter 3 of these General Terms and Conditions.</p> <p>In case of bad weather conditions, or other Act of God circumstances, which would make original Program route, or parts of it, possibly dangerous for Client's safety or impossible, <i>SailingEurope</i> will strive to find best reasonable alternatives for those parts of the Program and strive to achieve the maximum possible Client satisfaction in given circumstances. However, occurrence of such circumstances does not entitle the Client to ask for refund of the Program price, as they could not have been influenced neither by <i>SailingEurope</i> nor by Agency.</p> <p>As regards the vessels for Programs, <i>SailingEurope</i> will strive to find utmost reliable vessels and Agencies. The Client acknowledges that <i>SailingEurope</i> acts as a Program-Organizer while the vessels are operated by an Agency. <i>SailingEurope</i> shall inform the Agency about all relevant booking information, collect from the Client licences, crew lists etc. as well as make payments to the Agency and perform all other duties according to business cooperation contract concluded between <i>SailingEurope</i> and Agency.</p> <p>In case of any possible disputes between Client and the Agency before, during or after the Program, <i>SailingEurope</i> will put its best efforts to help the Client and strive to protect Client's interests to the maximum possible extent. Also, in case that Agency fails to fulfil some of its obligations towards the Client, <i>SailingEurope</i> will support and assist the Client, striving to obtain appropriate refund from the Agency to the Client.</p>
9) COMPLAINTS	<p>Complaints on the vessel shall be accepted in writing on the date of embarking the vessel only. They must be signed by the Client and the representative of Agency.</p> <p>The Client may require indemnity exclusively during the check out. On this occasion he should file a complaint in writing signed by the both parties with all belonging documentation.</p> <p>If the Client's complaint could not be solved during the check out, it should be sent in writing within 14 days, otherwise it shall not be taken into consideration.</p>