

## **Conditions of Cabin Charter KAIRÓS, CHRONOS and RHEA**

### **1.) Conclusion of the Cruise Contract**

Following the written confirmation the passenger is agreeing a contract with 'Sailing-Classics CV' (SC). The contract will be signed by both parties.

### **2.) Staying Aboard/Cruise Requirements**

All passengers need valid identity papers (ID card), for some destinations, islands or countries a valid passport or visa may be necessary. Without clearance of entry passengers may not be permitted to leave the boat at a special harbour. If a passenger fails to look for valid personal documents, the sales price can not be refunded. Arriving on board the passengers will follow the general rules of seamanship as well as the international and Dutch maritime law, especially the guidance of the Captain.

### **3.) Luggage**

The luggage needs to be packed properly in a flexible and foldable bag, suitcase or backpack and has to be marked clearly with the passengers name and details. SC is not liable for any loss, theft or damage of the luggage or any personal items.

### **4.) Medical Condition/Certificate of Health**

Possible medical details or physical handicaps which require special treatments, care or supply, need to be advised on booking. The passengers must be able to get into a dinghy (with assistance of the crew) and use a ladder with 11 steps and banisters on both sides. Travelling after the 26<sup>th</sup> week of pregnancy is being considered as a risk, SC is not liable for any possible complications. SC generally reserve the right to refuse a stay on board completely or for parts of the cruise when a passenger at SC's discretion is unsuitable for cruising due to his physical or mental condition.

### **5.) Cruise Fee/Performance**

The cruise fee is advised in Euro and covers the cabin charter in the category as booked including cost for the nautical crew and the service, insurances (Hull and P & I), flat rate for fuel (est. 35 l/day for generating electricity on board), harbour fees on regular cruises, full board, water, tea, coffee. Excluded are softdrinks and alcoholic drinks, excursions and tips. In case of doubt the terms of the individual contract are valid.

### **6.) Advance Payments/Payments**

In order to secure the booking an advance payment of 20 % of the sales price is payable 10 days after receipt of the contract. The balance is payable 30 days prior to departure. The voucher for the passage will be sent as soon as the final payment has been received. Payments can be done by bank transfer, credit card (Master Card, Visa, American Express) or cash. In case of late or inadequate payments SC reserve the right to cancel the reservation or to refuse the cruise and claim compensation acc. to Clause 7.

### **7.) Travel Cancellation by the Passenger/Cancellation Fees**

The passenger can withdraw from the contract at any time before starting the cruise. After having received the withdraw note in writing (valid is the date of arrival at SC), the following cancellation fee will be charged:

Up to 120 days before start of the cruise	30 % of the sales price
120 – 30 days before start of the cruise	60 % of the sales price
From 30 days before start of the cruise	90 % of the sales price

The passenger is free to proof that following the withdraw of the contract lower cost have arised than claimed by SC.

### **8.) Travel Cancellation or Change of Itinerary by Sailing-Classics**

SC is entitled to cancel the cruise (the whole or parts of it) due to force majeure or other important reasons. All amounts paid for the ship cruise (partly if necessary) will have to be refunded or an alternative cruise will have to be offered. Possible further claims (re-booking or cancellation fees for flights, hotels etc.) exceeding this are excluded. SC and the Captain on board reserve the right, upon their discretion, without assumption of liability for damages or any rights of refunds, to modify the announced or usual itinerary or change or modify the content, arrangement and extent of the cruise.

### **9.) Limited Liability for Independent Contracting Parties**

The liability and responsibility of SC is limited to the boat. For all agreements, additional offers and services, especially sport activities, SC is only liable as an agent and is not liable for the services of third parties and any possible claims resulting hereof.

### **10.) Insurances**

SC is recommending insurances for travel cancellation, lost or damage of luggage, accidents and health insurance.

### **11.) Saving Clause/Court of Jurisdiction**

In case any of the above mentioned clauses become invalid, the other clauses and the contract shall stay valid. The contract and the terms are governed by Dutch law. Jurisdiction is with the judge of the district court of the SC office.