

Terms and Conditions Sail Race Crew

March 26th, 2018

1. The Party

1.1 Sail Race Crew, as an agent provides racing yacht charter services and recreational boat charter services and associated services and products.

Our data are:

Sail Race Crew

Daendelsstraat 55

3531GC Utrecht

The Netherlands

Company registered in the Netherlands with company number: 63592118

E-mail address: info@sailracecrew.com

The Client, is defined as an individual or duly represented legal entity who uses Sail Race Crew to look for information on racing yacht charter services and recreational boat charter services and offers and to directly process a reservation and purchase services.

Individuals aged under eighteen will not be accepted as Clients. The Client declares, under his/her sole responsibility, that he/she is over eighteen years of age and that all of the personal information provided is true to his/her knowledge. The Client declares and warrants that he/she is legally empowered to sign the booking form provided for by Sail Race Crew on his/her own behalf or for any agents or representatives acting in his/her name and acknowledges that acceptance shall imply being bound by the present General Terms and Conditions and by the agreements and/or conditions established by the Charter Operator/Yacht Owner in their agreements.

2. Scope of service

Through its website, via email and over the telephone Sail Race Crew provides a direct sales and online platform through which Charter Operator/Yacht Owners and Yacht Owners can advertise their boats for reservation, and through which, prospective Clients can make reservations.

In making a reservation through Sail Race Crew, the Client enters into a direct contractual relationship with the Charter Operator/Yacht Owner, at which, the reservation for charter services is booked.

Sail Race Crew acts solely as a sales agent/broker between the Client and the Charter Operator/Yacht Owner, transmitting the details of the reservation to the relevant Charter Operator/Yacht Owner and sending the Client a confirmation email for and on behalf of the Charter Operator/Yacht Owner. When rendering its services, the information that Sail Race Crew discloses is based on the information provided to Sail Race Crew by the Charter Operator/Yacht Owner. As such, the Charter Operator/Yacht Owner are fully responsible for updating all rates, availability and other information displayed on the Website.

Sail Race Crew is only responsible for establishing contact between the final service provider and the Client.

Sail Race Crew shall not be responsible for the non-performance or exact and compliant performance of those services that fall under the scope of the contract between the final service provider and the Client. Each Charter Operator/Yacht Owner remains responsible at all times for the accuracy, completeness and correctness of the information (including the rates and availability) displayed on the Sail Race Crew website.

Sail Race Crew's Website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or rating of any Charter Operator/Yacht Owner.

Each Client will engage in direct contractual relationship with the Charter Operator/Yacht Owner that will provide the service. Once the booking of such services will be completed (on the website), you will receive a yacht rental contract/reservations agreement from or on behalf of the Charter Operator/Yacht Owner that will regulate all aspects of the services provided. The Client expressly acknowledge that by making a reservation (on the website) the Client will enter into a direct relationship with the Charter Operator/Yacht Owner and that Sail Race Crew acts only as an intermediary for the purpose of effecting this direct business relationship.

3. Obligations

3.1 Sail Race Crew is obligated to transmit the information about each booking to the provider of the service, as described in the booking form.

3.2 Sail Race Crew will charge the Client the price of the requested services by sending an invoice after the booking form is received for racing yacht services and through the website for recreational boat charter services.

Sail Race Crew will receive the payment made by the Client in the name and on behalf of the Charter Operator/Yacht Owner that will provide the service, including all additional services as indicated by the Clients in the Booking Form (on the Website). Sail Race Crew will transfer the funds to the Charter Operator/Yacht Owner according to the conditions established with each Charter Operator/Yacht Owner.

3.3 Sail Race Crew will provide the Customer with confirmation of acceptance of the contracted services immediately after payment for such services will be completed according to the conditions stated on the Website. Within 24 hours of payment processing, a payment confirmation will also be sent to the email address provided by the Customer.

3.4 The Client agrees at all times to provide accurate and truthful information for the details requested in the Booking Form and in any other form he/she is required to complete in order to contract the services offered by Sail Race Crew and to ensure that this information is kept up to date. The Client also expressly agrees to provide the final provider of the contracted service with all details and information that may be requested for the correct provision of the service in question. The Clients authorizes Sail Race Crew to verify the truthfulness of the personal data and any other information provided and agrees to cooperate with Sail Race Crew during such verification.

3.5 The Client is responsible for the full payment of the services contracted, respecting the procedure, periods and amounts stipulated on the website and/or in the Operator's terms and conditions/reservations agreement and/or invoice.

3.6 The Client expressly acknowledges that he/she is obliged to make use of these services consistent with all contractual obligations and in a manner compliant with any and all applicable laws, regulations, and according to the present General Terms and Conditions. The Client accepts all responsibilities that may result from incorrect use of the contracted services.

4. Cancellation policy

4.1 Refunds will be issued in accordance with the cancellation policy of the Charter Operator/Yacht Owner providing the service.

5. Price

Our service is free of charge to the Client. Sail Race Crew will not charge the Client for its services or add any additional (reservation) fees to the yacht charter rate. Sail Race Crew will process all payments and transfer the money directly to the Charter Operator/Yacht Owner responsible for providing the services in accordance with Sail Race Crew agreements with the Charter Operator/Yacht Owner.

Unless stated differently on our website or in the confirmation email/invoice, all prices for charter yachts on the Website are weekly rates; i.e. 7 days and six nights unless otherwise defined, and are displayed including VAT tax and all other taxes (subject to change of such taxes).

Privacy Policy

6. Privacy Policy and Information on Personal Data Processing.

Sail Race Crew, acknowledges the importance of protecting the privacy and rights of Clients using its website and service. Internet is potentially a very powerful tool for the circulation of personal data; Sail Race Crew, is committed to complying with the regulations on personal data protection and security in order to guarantee the Clients safe, controlled and confidential netsurfing.

This privacy statement may be amended in the future to ensure ongoing compliance with all applicable regulations in the event of their amendment or update.

Clients are invited to read carefully the rules applied by the company to collect and process personal data and to continue to provide a satisfactory service.

This Privacy Statement, which is in accordance with personal data protection rules, describes the methods applied by the company to manage and process the personal data of:

- (i) Clients who consult and use the website, and
- (ii) Clients who use the service.

Sail Race Crew's Privacy Policy is clearly outlined on our website at www.sailracecrew.com and is found in the footer of the home page.

7. Miscellaneous

7.1 Hyperlinks

Sail Race Crew accepts no liability for the content, commercial activities, products or services that may be viewed by accessing external links on the Website, either directly or indirectly.

Sail Race Crew shall not be held responsible for any actions deriving from the use of hyperlinks on the Website or for the consequences of accessing these links.

7.2 Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, Sail Race Crew shall only be liable for direct damages actually suffered, paid or incurred by Client due to any shortcoming of our obligations in respect to our services, up to an aggregate amount of the commission fee paid to Sail Race Crew by the Charter Operator/Yacht Owner/Yacht Owner.

To the extent permitted by law, neither Sail Race Crew nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Website and its contents shall be liable for:

- a) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Charter Operator/Yacht Owner as made available on our website,
- b) the services rendered or the products offered by the boats,
- c) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or
- d) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by the Client, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Charter Operator/Yacht Owner/Yacht Owner (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

7.3 Website use

The Client agrees to use the website, its functions and the service for lawful purposes and according to the present General Terms and Conditions and any other agreements.

The Client agrees neither to send or spread, through the website and its functions, illicit, defamatory, vulgar, obscene, abusive or disturbing content, nor to use the website and its functions to perform any acts which could cause damage to the image and reputation of Sail Race Crew or any other loss or damage to Sail Race Crew.

Moreover, the Client shall not send advertising materials, undesirable and/or unsolicited communications which could interfere with the functionality and/or the use of the website by third parties.

7.4 Jurisdiction

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with the Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to a competent court in the Netherlands.