

Terms & Conditions Ocean Racing GmbH

For Sailing Yacht Volvo 65 Sisi

1. SCOPE

1.1. The following general terms and conditions in the version valid at the time the contract is concluded apply to the business relationship between Ocean Racing GmbH - hereinafter referred to as Ocean Racing - and the customer.

1.2. Customers are legal persons and natural persons with unlimited legal capacity who have reached the age of 18.

1.3. These terms and conditions apply exclusively. Ocean Racing does not recognize any conflicting or differing terms and conditions of the customer and hereby objects to them. Exception: Ocean Racing has expressly agreed to their validity in writing

1.4. If individual provisions of these General Terms and Conditions are or should become wholly or partially ineffective due to mandatory statutory provisions (due to mandatory provisions of the Consumer Protection Act) or if there is a loophole, the contracting parties will make one of the ineffective or incomplete provisions that come as close and legally effective as possible from the economic result. The validity of the remaining provisions remains unaffected.

1.5. These general terms and conditions also apply to all further legal transactions concluded with the customer after the first legal transaction.

2. CONCLUSION OF CONTRACT

2.1. All offers from Ocean Racing are non-binding and subject to change. The offers from Ocean Racing are understood as an invitation to the customer to submit a binding offer. The information contained in brochures or similar documents and the information provided with an offer as well as illustrations, drawings, descriptions, dimensions, weight and performance data are only approximate unless they are expressly designated as binding. Minor deviations from the description of the offer are considered approved and do not affect the fulfillment of the contract unless the deviation is unreasonable for the customer.

2.2. A contract between the customer and Ocean Racing is only concluded through written order confirmations (mail or email) from Ocean Racing.

3. RIGHT OF WITHDRAWAL (KSchG)

3.1 The customer, who is a consumer within the meaning of the Consumer Protection Act (KSchG), acknowledges that, in accordance with §3KSchG, he can withdraw from his contract or from the contract if he does not use the contractual declaration in any of Ocean Racing's for business purposes Has given up at a booth used by Ocean Racing at a trade fair or market.

3.2. This withdrawal can be declared until the contract is concluded or afterwards within 14 days.

3.3. The right of withdrawal also exists if Ocean Racing or a third party cooperating with Ocean Racing brings the customer to the rooms permanently used for business purposes by Ocean Racing as part of an advertising trip, an excursion trip or a similar event or by personal, individual address on the street Has.

3.4. The exercise of the right of withdrawal does not require any special form. However, for reasons of evidence, adherence to the written form is recommended. The cancellation deadline is met if the cancellation notice is sent within the deadline.

3.5 The customer is not entitled to withdraw from the contract,

- if he himself has initiated the business relationship with Ocean Racing or its agents to conclude this contract,

- if the conclusion of the contract has not been preceded by any discussions between the parties or their agents, or

- for contracts that are subject to the Distance and Foreign Trade Act (FAGG), or

- in the case of contractual declarations made by the consumer in the physical absence of the entrepreneur, unless he was urged to do so by the entrepreneur.

3..6. Any withdrawal must be sent to the following address:

Ocean Racing GmbH

Felix-Mottl-Strasse 48/1/2

1190 Vienna

Tel.:+43 676 8986 28300

Email: office@ocean-racing.at

4. WITHDRAWAL RIGHT (FAGG)

4.1 The customer, who is a consumer within the meaning of the KSchG, can withdraw in writing from a distance contract or from a distance contract until the deadlines specified below. It is sufficient if the cancellation notice is sent within the period. The withdrawal period is 14 working days, with Saturday not counting as a working day. In the case of contracts for the delivery of goods, it begins on the day they are received by the customer, in the case of contracts for the provision of services on the day the contract is concluded.

4.2. According to Section 18 Paragraph 1 No. 3 FAGG, the customer has no right of withdrawal in distance selling transactions or outside of business premises, contracts concluded for goods that are made according to customer specifications and are clearly tailored to personal needs.

4.3 To exercise the right of withdrawal, the customer must inform Ocean Racing of his decision to withdraw from the contract by means of a clear statement (e.g. a letter sent by post, fax or email). The customer can use the attached model withdrawal form. [LINK](#)

4.4 If the customer withdraws from this contract, Ocean Racing has to reimburse the customer all payments that Ocean Racing has received from the customer immediately and at the latest within 14 days from the day on which the notification of withdrawal from the contract was received by Ocean Racing. For this repayment, Ocean Racing uses the same means of payment that the customer used in the original transaction, unless expressly agreed otherwise with the customer; under no circumstances will the customer be charged for this repayment

5. PRICE / PAYMENT TERMS

5.1. Unless otherwise expressly stated, all prices stated by Ocean Racing are net prices plus VAT.

5.2 In the event of subsequent changes to the scope of services or the resulting costs, Ocean Racing is entitled to offset the corresponding additional costs.

5.3. When the booking is made, the customer must bring the agreed total price to the account of Ocean Racing within 7 days of the corresponding invoice.

6. CANCELLATION COSTS

6.1 If the customer withdraws from the contract outside of the possible cancellation options under KSchG and / or FAGG, Ocean Racing is entitled to withhold the following staggered cancellation costs:

-Withdrawal up to 12 weeks before the start of the service, 50% of the total amount

-withdrawal within the last 12 weeks before the service is provided, 90% of the total amount

7. RIGHT OF WITHDRAWAL BY OCEAN RACING GMBH

7.1. If a minimum number of participants is provided for a cruise offered by Ocean Racing, Ocean Racing is entitled to withdraw from the contract up to 8 weeks before the service is performed if the minimum number of participants is not reached. In such a case, Ocean Racing will immediately suggest an equivalent replacement trip to the customer, which the customer can accept without additional financial services.

If the customer rejects the alternative service offered for whatever reason, Ocean Racing will reimburse the customer for the money he has paid up to that point. The customer has no further claims.

7.2. Ocean Racing reserves the right to terminate the contract with the customer or the execution of the service immediately if the customer persistently disrupts the performance of the service (sport-oriented cruise) despite warning. In such a case, the customer will not be reimbursed. The customer has to bear any additional costs for return transport, despite the warning, persistently disturbing or endangering.

8. SCOPE OF SERVICES

8.1 The performance owed results from the contract concluded with the customer, the travel description and the manual.

8.2 The offered sea trips take place on rented or company-owned sports boats.

8.3. Ocean Racing sees itself as a charter company and only offers berth charter services. Unless otherwise agreed in writing, the scope of services includes the stay and overnight stay in a bunk, the provision of a trained skipper as well as sporting activities in the form of sport-oriented maritime navigation and accruing yacht insurance as well as fuel, port fees or food costs on board. The customer is responsible for his arrival and departure to or from the departure or final port, as well as for his meals in the event of any shore excursions.

8.4 Ocean Racing expressly reserves the right to make any necessary changes to the advertised yacht while maintaining the same standard (e.g. in the event of technical problems with the yacht actually intended).

8.5 If destinations are advertised in the travel description, these are only listed as examples, unless they have been expressly agreed as binding. Decisive is the advertised local area in which the sailing yacht, which is supposed to reside.

8.6 The customer acknowledges that the practice of sailing takes place outdoors and on the high seas. The services to be provided by Ocean Racing are therefore also considered to have been carried out if a planned route has to be changed due to persistent bad weather, the general safety situation in the planned area or due to technical reasons; The same applies if, for such reasons, the yacht cannot leave and must remain in the port, or if the customer cannot make the trip due to illness or has to leave prematurely. This disclaimer does not apply to cases of gross negligence or intent attributable to Ocean Racing.

9. LIABILITY

9.1 If the customer is a consumer, liability in the event of a slightly negligent breach of duty is limited to the direct average damage that is foreseeable and typical for the type of service. This also applies to slightly negligent breach of duty by employees, workers, representatives or vicarious agents.

9.2 If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, claims for damages are excluded regardless of the type of breach of duty, including unlawful acts, unless there is willful or grossly negligent action. If essential contractual obligations are violated, Ocean Racing is liable for any negligence, but only up to the amount of the foreseeable damage. Claims for lost profit, saved expenses, third party claims for damages as well as for other indirect and consequential damages cannot be claimed.

9.3 We do not assume any liability for damage caused by improper use or natural wear and tear. The user undertakes to handle the yachts and furnishings with care. Damage to property - also caused by negligence - will be repaired at the expense of the person who caused it.

9.4 To the extent that liability is excluded or limited, this also applies to employees, workers, representatives and vicarious agents.

9.5 The liability limitations and exclusions do not apply to claims that have arisen due to fraudulent behavior, as well as liability for guaranteed quality features, for claims under the Product Liability Act and for damage to life, limb or health.

9.6. Ocean Racing's liability to contractors is limited to the maximum amount of existing liability insurance.

9.7. Compensation obligations of entrepreneurial customers are to be asserted within 6 months in the event of other forfeiture. For consumers, the legal provisions apply.

9.8. This disclaimer also extends to claims against employees and / or vicarious agents of Ocean Racing.

10. CUSTOMER'S DECLARATION

10.1. The customer is not only a mere passenger, but also part of the crew as part of the sport-oriented maritime shipping and must follow the instructions of the ship's captain.

10.2. The customer confirms that he is in good physical shape in order to be able to complete the demanding participation in the sport-oriented shipping. The customer is obliged to have his physical suitability checked by a doctor if necessary.

10.3. Unless Ocean Racing has any other information from the customer, Ocean Racing can and must assume that the customer is physically healthy and able to swim.

11. PRIVACY

11.1. By concluding the contract, the customer consents to the collection, processing and use of his personal data by Ocean Racing, provided that this data is necessary for the provision of the agreed services.

11.2. Ocean Racing does not sell, exchange or use the customer's personal data and information in any other unauthorized manner. Ocean Racing does not pass on personal data from customers to third parties, unless the customer has given their consent or there is a legal obligation for Ocean Racing to disclose the data.

11.3. The customer has the right to request information at any time about the data stored about himself at Ocean Racing and any recipients of this data. This information is free of charge and is generally given in writing by e-mail, in exceptional cases (if the customer cannot receive it). The request for information is to be sent to Ocean Racing in writing and signed by hand, with a copy of the identity card or proof of authorization to represent a legal person.

11.4. Within the framework of the legal requirements, the customer has the right to request the correction or deletion of the data stored by him at any time. An email with the following information is sufficient:

Name / company, date of birth / commercial register number and email address of the customer as well as customer or booking number of the last booking.

The customer is aware that data protection for data transfers on the Internet is not yet fully guaranteed according to the current state of the art. In particular, e-mails do not represent secure communication, since the reading out of content cannot be technically excluded. In this respect, the customer is responsible for the security of the data he transmits to Ocean Racing.

12. JURISDICTION / APPLICABLE LAW

12.1. Only Austrian law is applicable to any contractual relationship with the customer, excluding the conflict of laws rules.

12.2. For disputes arising from and in connection with this contract, the jurisdiction of the court responsible for 1190 Vienna is agreed - insofar as legally permissible.

13. OTHER AGREEMENTS

13.1. The skipper is responsible for the ship and the customers. The customer is expected to follow the skipper's instructions.