

Terms and conditions of business

Clauberg Yachting GmbH

1. Parties

A contract is concluded between the Clauberg Yachting GmbH, located in CH-4058 Basel and the participant with the following described content.

2. Formation of contract

2.1 The participants booking application is binding upon receipt (by post, fax or email) by Clauberg Yachting GmbH. He has to pay the amount provided in the application as required within the period specified therein. If a part payment as deposit is agreed it is non refundable or transferable due to cancellation by the participant for any reasons.

2.2 The contract is binding for the Clauberg Yachting GmbH upon receipt of the payment and on dispatch of application and payment confirmation to the participants.

2.3 Clauberg Yachting GmbH is entitled to cancel the booked event for important reasons, in particular because of insufficient number of participants, rejection respectively non commitment of the skipper / instructor, the absence of the boat rental / classroom rent, adverse weather conditions and a like. Participants will receive this if its made to the Clauberg Yachting GmbH payments in full back. Additional payments Clauberg Yachting GmbH is under no obligation.

2.4 The participant is strongly advised to take out Travel Insurance to cover travel costs including the full booking in medical, death or any other case of cancellation.

2.5 Due to unsuitable weather conditions affecting sail cruising, training, regatta, the event will be postponed to an alternative date and the event fee is not refundable.

3. Services of Clauberg Yachting GmbH

The Clauberg Yachting GmbH provides participants with a cruise / regatta / training, which means the company:

- defines contents and dates
- rents corresponding components (such as premises, sailboat and the like)
- appointed an instructor / skipper
- compiles the participants

The Clauberg Yachting GmbH has no further obligations.

4. performance of the participants

4.1 Participants pay:

- a fee to the Clauberg Yachting GmbH (for Rent, instructor fees and additional expenses), plus (if a trip booked)
- a share of the costs incurred during the event, such as food services (onboard and ashore), the port and other charges, the fuel, the cleaning supplies and other material resources as well as shore excursions (incl. Restaurant meals). Each participant has to assume an equal share (irrespective of the extent of their own consumption). The skipper is exempt from a contribution in this board till.

4.2 The participants must meet the necessary requirements laid down in order to become certified. On board they actively participate according to their capabilities and skills in the work, in particular on the vessel's command and to the shopping and preparation of food and provisioning. Keeping the boat clean and in a tidy shape at all times.

4.3 Participants are required to strictly follow the instructions of the instructor / skipper during sailing / training to preserve peace and accept the general rules aboard - in particular concerning the safety!

4.4 Each subscriber is concerned about its own insurance, travel documents (passport, visa etc.).

4.5 Each participant is worried about his own equipment, especially appropriate clothing for the circumstances, personal medication, glasses / contact lenses, etc.

4.6 Each subscriber is taking on its own account and at their own risk, the arrival and departure, which means the journey to the venue and from the place of the event.

4.7 Participants, who - for what ever reason - do not show up (on time), at the entire event, or parts of it, will have no refund of their payment. They are even concerned for a possible cancellation insurance.

5. Implementation

5.1 The instructor / skipper is competent and responsible for the training, navigation and the safety of participants. His instructions are to be followed.

5.2 At a serious offense against instructions of the instructor / skipper, in a serious disturbance of the board peace, in a matter of safety as well as health problems of individual participants of the instructor / skipper is entitled exclude / the person concerned / from further participation in the event , The person concerned, may require no refund of payments nor claim any (additional) costs if incurred.

5.3 The skipper sets due to the weather and the rules of good seamanship the details of events (such as departing times, route, shore excursions, meals, security measures), which may deviate by the original route targets if necessary.

5.4 Each subscriber is showing appropriate respect of the interests and needs of other participants and the board peace.

6. Safety / Warranty / Liability

6.1 Each subscriber is taking on his own risk part in an event. He / she is fully responsible for himself and has in particular for him / her arranged safety measures (eg creation of goggles, lifebelts and lifejackets, backup and below deck and in the water) to perform independently.

6.2 Each subscriber is obliged only to participate in an event if he / she possesses the necessary to physical and mental fitness and health, in particular, swimming in moving water.

6.3 Each subscriber is itself concerned for its own adequate insurance against the risks of such an event.

6.4 Clauberg Yachting GmbH excludes any warranty. In particular they can not give any guarantee that an event (in particular the boat, space, content, the Instructor / Skipper, the other participants, the weather, the route, the shore excursions) the expectations of each participant. It is excluded of any liability between the participants as well as between participants and the instructor / skipper, between participants and the Clauberg Yachting GmbH and between the instructor / skipper and the Clauberg Yachting GmbH to the extent legally possible. Notably, there is no liability of Clauberg Yachting GmbH in the use of auxiliary personnel, for the behaviour of the instructor / skipper or other participants, for indirect or consequential damages (such as lost profits, claims by third parties), for consequential damages, for frustration damages for loss of holiday enjoyment and the like , Any liability of the Clauberg Yachting GmbH is hereafter limited to the amount of their fees due (Sec. 3.1) was paid by the participant.

7. Applicable Law / Jurisdiction / Miscellaneous

7.1 The contractual relationship to be determined according to Swiss law to the exclusion of a possible referral of the Swiss law on foreign or international law. The contract does not fall under the Swiss Federal Law on Package Travel (RPG).

7.2 The assessment of any disputes arising from this contractual relationship, the courts have exclusive jurisdiction at the headquarters of Clauberg Yachting GmbH.

7.3 Should individual provision of this contract be invalid or if the contract has gaps, the remaining contractual rules will remain in force. The agreement needs to be complemented so that its purpose can be fulfilled as far as possible.

7.4 Changes and substantial additions to the contract are only valid in writing. The same goes for an amendment of this provision.

Basel, August 20, 2019