



General Terms and Conditions

Dear customer, our goal is to satisfy your requirements with our comprehensive range of services. An essential prerequisite for this is observance of these General Terms and Conditions, which form an integral part of any contract concluded with us to participate in training or sailing trips.

1. Conclusion of the contract

By registering, the customer makes a binding offer to conclude a training, travel or charter contract with FORUM train & sail GmbH, Mandichostraße 18, 86504 Merching, Germany - hereinafter referred to as the organizer.

The registration can be made by post, by fax or by electronic means (e-mail, on the Internet). In addition to the registering party, the registration is made for all other participants included on the registration form. The registering customer shall be liable for their contractual obligations as if his own.

The contract comes into effect when it is accepted by the organizer. It is accepted by a written confirmation of the booking or a conclusion of a charter agreement.

If the content of the booking confirmation sent by the organizer deviates from the contents of the reservation, then it represents a new offer of the organizer to which he shall be bound for a period of five days starting from the date of the confirmation. The contract comes into effect on the basis of this new offer if the customer declares acceptance to the organizer within the five-day time limit.

2. Services

The scope of services agreed under the contract can be derived from the description of services on the individual pages of the organizer's website as well as the descriptions in brochures and catalogues, or information in the booking confirmation, invoice or current offer. In case of doubt, the information in the booking confirmation is decisive.

Changes to services and special requests that change the scope of the services specified shall only be binding if expressly confirmed by the organizer in writing.

Not covered by the price of the trip (hereinafter also referred to as the "price") are third-party fees (e.g. visa fees) and services provided by other companies that are not part of the actual event and/or which are expressly arranged in a name of a third-party. This includes flights, car rentals, restaurant meals, concert, theatre and museum visits, excursions, sports and other events.

3. Payment

Unless agreed otherwise in writing, the price is payable in full within ten days from the invoice date in the invoice currency to the account number specified on the booking confirmation, but no later than four weeks before the start of the training, sailing trip or charter. Any bank charges are payable by the customer.

For bookings made less than four weeks before the event date or in the case of day trips, the price is payable in full immediately.

The travel and reservation documents (e.g. boarding pass/voucher) will be sent/handed to the customer upon receipt of full payment.

If the customer is in default of payment in whole or in part the organizer is entitled to cancel the contract and claim damages.

4. Cancellation terms, replacement or rebooking, unused services

In the case of training courses and sailing trips, it is possible to cancel free of charge up to 120 days before the start of the training or event. If you cancel up to 60 days before the event, a cancellation fee of 50% of the price is payable. The full amount will be charged for late cancellation or non-participation. The customer shall be entitled to prove that the amount of damage suffered by the organizer through non-participation was lower.

In the case of a charter, it is possible to cancel free of charge up to 160 days before the start of the charter period. If you cancel up to 80 days before the event, a cancellation fee of 50% of the price is payable. The full amount will be charged for late cancellation or non-participation. The customer shall be entitled to prove that the amount of damage suffered by the organizer through non-participation was lower.

The cancellation must be provided in text form (in writing, no signature required).

The registered participant may nominate a substitute participant who will attend the training or sailing trip or use the charter. The participant may also rebook to another event date, provided that this can be offered by the organizer. The nomination of a substitute and rebooking must be made in writing and shall become effective only after being agreed by organizer. The organizer will consent to the rebooking or substitution, unless there are important reasons for not doing so. In this case, no additional fees will be incurred.

Tickets for day trips cannot be returned or canceled.

If a third party enters into the contract, the customer and the third party shall be jointly and severally liable to the organizer for the price.

If the customer does not make use of certain services due to returning home early or for other reasons, this does not give rise to a claim for repayment. The customer is equally not entitled to request the unused services at a later date.

5. Insurance

The price does not include a trip cancellation insurance, accident insurance or baggage insurance. While it is recommended that our customers take out such insurance policies, it is up to our customers to do so. The organizer does not get involved in settlement of claims.

6. Reservation of rights and powers and the right of withdrawal of the Organizer

The organizer is entitled, for good reason, including for technical, safety or weather-related reasons to change the itinerary or schedule. In particular, it can refrain from the ship's command to run out at a certain time from a certain port or to proceed to a particular port. He/She can also call at a place other than the intended port. Participants will be informed about such changes immediately. All claims to reduction of the price or damages are excluded.

If the ship is late in the port of departure and the passenger therefore needs a hotel accommodation, the organizer will refund the proven costs up to the amount of EUR 80 per night per person.

Furthermore, the organizer reserves the right to change speakers for training sessions. The organizer reserves the right to cancel training or sailing events no later than two weeks before the scheduled departure if too few participants have signed up for the event. Fees already paid will be refunded at that time. No further claims may arise from this event. Further claims arising not therefrom (please be aware, when booking tickets for travel or overnight stays).



7. Cancellation of the contract due to exceptional circumstances

Cancellation by the organizer

If the tour is made difficult for example of technical, safety or weather-related reasons, the organizer may be required and shall be entitled to cancel the tour or to cancel the contract. In case of cancellation before the tour, the tour price paid will be refunded immediately.

In case of cancellation after the departure the organizer will refund the part of the tour price and a share of the proved and reasonable costs of arrival and departure to / from designated ports of arrival and departure. Further claims, especially claims for damages are excluded.

Cancellation by the passenger

On an actual or announced (by the organizer) expected delay of the ship and the voyage schedule, of more than seven days at a period of more than two weeks or more than three days at a period of up to two weeks, the passenger is entitled to withdraw from the contract. By withdraw before departure the customer receives the full, pre-paid tour price refunded. In case of cancellation after the departure the organizer shall refund the part of the tour price and the proven and reasonable cost of the journey home from the harbor, where the passenger leaves the ship. Further claims, especially claims for damages are excluded.

8. Code of conduct

Each passenger has to behave on board in such a way as not to obstruct the ship's operation, endanger or harass other passengers. In the interests of safety of the ship and persons on board, all instructions of the captain and officers shall be adhered to. Passengers who persistently breach the code of conduct, violate statutory or regulatory provisions, cause damage to property or harass other passengers will not be allowed to continue the journey.

In this case, the participant shall not be entitled to a refund for the price of the trip and/or training. This participant shall bear the additional costs arising from his behavior (e.g. for the journey home), as well as any additional costs incurred by the organizer.

9. Liability of the Organizer Except for bodily injury, the organizer's liability is limited to three times the price of the trip or training, unless the damage has been caused intentionally or through gross negligence. The organizer shall not be liable for disruptions in services, which have merely been arranged as third-party services (e.g. tours, excursions, etc.).

10. Limitation

The participant must assert any claims against the organizer for non-contract compliant provision of travel or training services within one month after the contractually agreed completion of the trip or training. Claims based on liability for damages are subject to a one-year limitation period. The limitation period starts to run on the date on which the event was foreseen to end.

11. Duty of cooperation and conditions of participation in training programme and sailing trips

The customer must ensure that he boards the ship with his travel and reservation documents in good time before the ship's departure. The customer is obliged to provide compensation for any additional costs incurred due to the customer arriving late. The participant is obliged to inform the relevant contact persons (e.g., the captain, guest relations manager) of any complaints immediately. If a participant fails to report a shortcoming immediately, he shall not be entitled to claim for a reduction in price. Commitments provided by the local authorities shall not be binding on the organizer. In the case of service disruptions, the participant is obliged to assist in avoiding or mitigating any damage in compliance with any applicable legal provisions. By registering, the participant declares that he is not aware of any health concerns that would prevent him from participating in sailing trips and training courses on board of the ship.

In addition, the participant undertakes to ensure that his physical fitness is adequate for sailing and pay attention to his level of fitness during the sailing trip. In the event of any relevant changes in fitness, he shall notify the contact persons on board (e.g., captain, guest relation manager) immediately. The competent person will then decide whether further participation of the affected customer is possible.

The organizer shall not be held liable under any circumstances for personal injury or property damage suffered as a result of illness, psychological problems, misconduct or other acute health limitations of the participant, provided this has not been caused by misconduct of the organizer or his support staff.

During the sailing trip and the training, the instructions of the captain and stewards must be adhered to. Non-compliance will result in immediate exclusion without the right to a refund.

12. Restrictions for pregnant women and infants

For safety reasons and due to the limited medical supplies on board, women in the 24th week of pregnancy or beyond or infants up to 6 months of age will not be permitted to board. On all routes, which have three or more consecutive days at sea, the minimum age for infants is 12 months.

13. Accommodation

As common on ships, overnight accommodation is provided in two-person cabins. The organizer is entitled to book a second person in the cabin of the customer.

If the cruise is not fully booked, single occupancy is available at a supplement and upon request. In this case, the customer must make the request in advance.

14. Passport, visa, customs, foreign currency and health regulations

Each traveler is responsible for compliance with passport, visa, customs, foreign currency and health regulations. All the costs that arise from the non-compliance with these regulations shall be borne by the traveler, even if these regulations have been changed after the booking.

15. Luggage

Unless anything to the contrary is mentioned, the customer may take along up to 20 kg of luggage per person free of charge. The Organizer shall not be liable for any loss or damage to luggage or valuables.

In principle, the carriage of special baggage such as diving equipment, surfboards, wheelchairs, animals, etc. is not part of the contract concluded with the organizer.

It is strictly prohibited to take on board items (weapons, drugs, etc.) which violate the applicable laws (customs regulations, gun laws, etc.). In the case of a breach of the above provision, the customer shall be liable for damages.



16. Photographs

During an event (or sail training), the organizer is entitled to take photographs of the ship and the people on board. With his participation, the participant hereby consents to the organizer using these photographs for promotional and information purposes.

The organizer may also use photographs provided by the participants for promotional and information purposes without restriction.

No notification or express consent of the participant is necessary to exercise these rights.

17. Validity

The acceptance of orders and execution of deliveries are subject to our conditions of delivery and payment. The rules of the German Book Trade Association is expressly excluded.

18. Supplies

If the buyer is entrepreneur, the shipment is at its risk and expense, unless otherwise agreed in writing.

Otherwise, the rates from organizer shall apply, if necessary plus postage, packaging and handling.

The delivered goods remain our property until full payment of the invoice. Digital products are delivered via email or download link to the stated e-mail address.

19. Liability for defects

The statutory liability for defects.

20. Intellectual property rights:

Our products are protected by copyright. We remind you that any unauthorized reproduction or use of our products constitutes copyright infringement, which may provoke private and criminal penalties.

21. Privacy / Data Storage

Note to § 33 BDSG: The storage and processing of customer data is under strict compliance with the Federal Data Protection Act. The customer data is stored on clearing and settlement purposes in the form of title, name, surname and address of the customer, the company name, postal address or address of the company or customer, telephone number, fax and e-mail address. Furthermore, address and order data are collected and processed for our own marketing purposes.

You can contradict the use of processing and transmission your personal data for marketing purposes at any time with effect for the future. The contradiction must be sent to: FORUM train & sail GmbH, Fax +49 8233 3 81 99 43 or Tel +49 8233 38 1 227. However, this does not apply to the data necessary to process your order. Upon receipt of your contradiction, we will no longer use the affected data for these purposes other than to process your order and transmit.

22. Place of performance and jurisdiction

Unless determined otherwise, the place of performance is the sailing ship of the Organizer, the "Eye of the Wind," or a replacement ship, if necessary.

The place of jurisdiction for any disputes with commercial or public legal entities is the district or regional court in the registered place of business of the Organizer.

This contract, its interpretation and implementation shall be exclusively governed by German law.

23. General provisions and severability

The information contained in these General Terms and Conditions and in catalogues, brochures, flyers, etc. was correct at the time of printing. Any responsibility for mistakes, printing and calculation errors is hereby expressly excluded.

Under the Federal Data Protection Act (BDSG), any personal information provided to the Organizer will be protected against improper use.

Should an element of these General Terms and Conditions contradict the applicable law, it shall be replaced with a provision which approximates as closely as possible the invalid provision to the extent permissible by law. If any individual provision of these General Terms and Conditions should be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected thereby.

24. Conditions in respect of consumers

Conditions

You have the right to cancel this contract within fourteen days without giving any reason. The period of withdrawal is fourteen days as of the date of conclusion of contract.

To exert your right of cancellation, you must contact us (FORUM train & sail GmbH, Mandichostraße 18, 86504 Merching, Germany e-mail: info@eyeofthewind.net, Fax: +49 8233-381-99 43) by means of a clear statement (e.g. a consigned by post mail, fax or e-mail) of your decision to withdraw the contract. You can use the attached withdrawal form which is not mandatory. In order to observe the revocation period it is sufficient to send a message about the execution of the right of withdrawal before the withdrawal deadline.

Effects of withdrawal

If you withdraw from this contract, we pay back all payments that we have received, including delivery costs (except the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us), we repay without delay and at the latest within fourteen days from the date on which the notification is received about your cancellation of this contract with us. For the repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case you will not be charged fees for this repayment.

Do you require that the service is to begin during the withdrawal period, you have to pay us back a reasonable amount in the share of up to the date on which you notify us of the right of withdrawal in respect of this contract, the service already provided compared to the full extent provided in the contract services equivalent.



25. Conditions for consumers purchasing goods

Conditions

You have the right to cancel this contract within fourteen days without giving any reason. The period of withdrawal is fourteen days from the date, when you have taken the final goods in possession, or a representative of your third party who is not carrier, or in the case of a contract for regular delivery of goods during a specified period of time on the day on which you or a third party named by you, the carrier is not the first good have taken physical possession of.

To exercise your right of cancellation, you must contact us (FORUM train & sail GmbH, Mandichostraße 18, 86504 Merching, Germany e-mail: info@eyeofthewind.net, Fax: +49 8233-381-99 43) by means of a clear statement (e.g. a consigned by post mail, fax or email) of your decision to withdraw this contract. You can use the attached withdrawal form which is however not mandatory. In order to observe the revocation period it is sufficient for you to send the message about the right of withdrawal before the withdrawal deadline.

Effects of withdrawal

If you withdraw this contract, we pay back all payments that we have received, including delivery costs (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than that offered by us), we repay without delay and at the latest within fourteen days from the date on which the notification is received about your cancellation of this contract with us.

For the repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case you will not be charged fees for this repayment.

We may withhold the reimbursement until we have received the goods back or until you have demonstrated that you have returned the goods, whichever is the earlier.

You have to return the goods promptly and in any event not later than fourteen days from the date on which you notify us of the cancellation of this contract. The deadline is met if you send back the goods before the period of fourteen days.

We will bear the cost of returning the goods.

You only need to compensate for any diminished value of the goods if the loss in value was caused by any handling on your part not necessary for testing their condition, properties and functionality.

26 Others

If you are an entrepreneur under the law of § 14 German Civil Code (BGB) and act upon conclusion of the contract as a commercial or self-employed person, a right of withdrawal will not appear.

As of 28 September 2016

FORUM train & sail GmbH

Mandichostraße 18

86504 Merching

Germany

Email: info@eyeofthewind.net