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General Terms and Conditions of Travel of sailwithus for participation in a sailing trip

1. Scope of Application, Conclusion of Contract

1.1 These General Terms and Conditions of Travel apply to all contracts concerning a sailing trip between sailwithus GmbH as the tour operator ("sailwithus" / "Operator") and the participating person ("TP") in cases where sailwithus combines two different travel services for the purpose of the same trip. They do not apply to the booking of an individual tourism service, such as an independent yacht charter, but only to persons sailing on a boat with a skipper provided by sailwithus.

1.2 By registering for the sailing trip, the participating person ("TP") makes a binding offer to sailwithus GmbH (as the tour operator) to conclude a travel contract based on the description of the specific sailing trip on the sailwithus website (www.sailwithus.com) and on the basis of these General Terms and Conditions of Travel. It is recommended that the TP submit the registration electronically using the sailwithus online booking form, ensuring it is filled out correctly. Minors may only be registered by their guardians acting as legal representatives. The TP is liable for the contractual obligations of other participating persons registered alongside them - just as for their own obligations - if they have expressly and separately assumed this liability.

1.3 The contract is concluded upon the organizer's acceptance of the booking request; the travel participant (TP) is provided with the contract details via the travel confirmation on a durable medium (e.g., as an email attachment) or, in the cases specified in Art. 250 § 6 Para. 1 Sentence 2 of the Introductory Act to the German Civil Code (EGBGB), in paper form.

1.4 For all online bookings, the following applies to the conclusion of the contract: The online booking procedure is explained to the customer within the booking workflow on the sailwithus website. During the booking process, the customer may change, correct, or reset their details at any time. An option to reset the entire online booking form is also available, with instructions provided on how to use it. By clicking through the process, the customer reaches a page where they can enter their data and subsequently select a payment method. If the customer wishes to cancel the booking process entirely, they may simply close the browser window. Otherwise, they may complete the booking request. By clicking the button labeled "Book with payment obligation" (or similar wording), the customer submits a legally binding booking order, thereby incurring a payment obligation. Once this is done, no further changes can be made to the customer's personal details or data. Therefore, before submitting the booking order, the customer must ensure that all information, names, and details - such as email address, (mobile) phone number, or payment data - have been entered correctly. Upon receipt of the booking request, the customer receives an acknowledgment of receipt in text form (e.g., via email); this does not constitute acceptance of the booking request but merely confirms its receipt. The languages available for the contract are specified, with the German language being the sole authoritative version.

1.5 If the content of the travel confirmation differs from the travel participant's booking request, this constitutes a new offer - made in compliance with pre-contractual information obligations - by which the tour operator is bound for a period of 10 days. The contract is concluded on the basis and with the content of this new offer if the travel participant declares acceptance or makes the down payment within the binding period.

1.6 No right of withdrawal for online bookings: The tour operator points out that, pursuant to Section 312g (2) No. 9 of the German Civil Code (BGB), there is no right of withdrawal for package tours offered on the website; instead, only the statutory rights of withdrawal and termination apply. This means that, in the case of an online booking, the travel participant cannot revoke the declaration of intent they have made; rather, it is binding. Withdrawal from the travel contract is always possible (see Clause 6.1). A right of withdrawal exists only if the contract for travel services pursuant to Section 651a BGB was concluded outside business premises following oral negotiations, unless the oral negotiations upon which the conclusion of the contract is based were conducted at the prior request of the consumer.

1.7 Participation in sailing trips requires adequate physical fitness and, in particular, the ability to swim confidently. As a general rule, the trips are not barrier-free and may be of limited suitability for persons with reduced mobility or certain health conditions. Participants are responsible for assessing whether they meet the health requirements for the trip. In the event of existing medical conditions, physical limitations, or doubts regarding fitness to travel, it is recommended to seek medical advice prior to departure. Any health limitations, medical conditions, or special needs must be communicated to the tour operator well in advance of departure so that it can be determined whether, and under what conditions, participation is possible.

2. 2. Terms of Payment

2.1 Following the conclusion of the contract and receipt of the travel confirmation for the sailing trip - accompanied by the insolvency protection certificate - a deposit amounting to 25% of the total trip price becomes due and must be paid within 7 days of the invoice date. This amount is credited against the total trip price. Premiums for any arranged travel insurance policies are due for payment at the same time as the deposit. The balance must be paid by the trip participant (TP) without further prompting 28 days prior to the start of the trip and must be credited to the sailwithus account by that time, provided it has been established that the sailing trip can no longer be cancelled for the reason specified in Clause 7.1.

2.2 If the TP fails to make payments due for the trip price despite a payment reminder and the setting of a reasonable deadline for payment, sailwithus is entitled to withdraw from the contract and cancel the booking. In such a case, the tour operator may charge the TP withdrawal fees based on Clause 6.1 below, provided the TP did not have a legitimate right to withhold payment.

3. Services included, start and end of the sailing trip, training and examination

3.1 The contractually agreed services for the sailing trip are defined by the description of the specific trip on the website www.sailwithus.com at the time of the participant's booking, in conjunction with the corresponding travel confirmation sent to the participant. Travel agents are not authorized by sailwithus to provide information or make representations that alter the content of the travel contract agreed with the participant, extend the scope of services, or contradict the trip description.

3.2 The sailing trip begins on Saturday evening at 6:00 p.m. and ends on the following Saturday morning at 9:00 a.m. The yacht is unavailable on Saturdays between 9:00 a.m. and 6:00 p.m. due to servicing, cleaning, maintenance, and potential changes of vessel, crew, or skipper. This applies even to sailing trips lasting several weeks.

3.3 Training courses are conducted in accordance with the licensing regulations of the DSV e.V. Examinations are administered by examiners from the DSV e.V. and/or DMYV e.V. The same applies to examinations for the official "Sportbootführerschein See" (SKS) maritime license. No examinations or training courses are offered for the ARC or transatlantic sailing trips.

4. Contract amendments after conclusion of the contract

4.1 The Organizer reserves the right to unilaterally modify contractual terms other than the travel price after the conclusion of the contract, provided the changes are minor (e.g., changing the port of departure and/or destination for reasons of weather, safety, or crew optimization; necessary changes to the route and schedule required for safe sailing; or a change of yacht for reasons of crew optimization or technical issues). Notification of such changes may also be provided by the responsible skipper appointed by sailwithus. The Travel Participant (TP) shall receive electronic notification regarding the modified services - for instance, via email - documenting the changes on a durable medium. Changes are effective only if they are communicated prior to the start of the trip.

4.2 If, due to circumstances arising after the conclusion of the contract, the organizer can only provide the trip by significantly altering one of the essential characteristics of the travel services (Art. 250 § 3 No. 1 EGBGB) or by deviating from specific requirements of the participant that have become part of the contract, the organizer may offer the participant the corresponding modification to the services and require the participant, within a reasonable time limit set by the organizer, to either (1) accept the offer to modify the services or (2) declare their withdrawal from the contract. An offer to modify the contract in this manner cannot be made after the trip has commenced. Upon expiry of the time limit, the offer to modify the contract is deemed accepted. In the offer, the organizer may alternatively offer the participant the option to join a substitute sailing trip, regarding which the organizer must inform the participant in accordance with Art. 250 § 10 EGBGB.

5. Price, price changes after conclusion of the contract

5.1 The price of the sailing trip covers the services listed in the trip confirmation. Services settled via the onboard kitty - such as daily provisions - are not included in the price; the specific scope of these is determined by the sailing group in advance. Examination fees are not included in the trip price. Before the yacht sets sail for the first time, the trip participant (TP) must pay the skipper a cash contribution towards the security deposit - amounting to €150.00 for monohulls and €200.00 for catamarans - to cover damages to the yacht caused (in whole or in part) by the TP pursuant to Section 823 (1) of the German Civil Code (BGB). Subject to the assessment of any counterclaims, the portion of the deposit to be borne by the TP (after any deductions for damages) will be refunded no later than 14 days after the end of the trip.

5.2 The organizer reserves the right to unilaterally increase the travel price stated in the booking confirmation after the contract has been concluded if the price increase results directly from a) an increase in the cost of passenger transport due to higher fuel or other energy costs, b) an increase in taxes or other levies for agreed travel services (such as tourist taxes, port fees, or airport charges), or c) a change in the exchange rates applicable to the package tour in question, provided that the event causing the increase actually occurred after the contract was concluded and was unforeseeable at the time of conclusion. In such cases, the travel price shall be adjusted to the extent that the increase in the factors mentioned in (a) through (c) affects the price per person. Should this occur, the organizer shall promptly inform the traveler - clearly and understandably and on a durable medium (e.g., via email) - of the price increase and the reasons for it, while also providing the calculation used to determine the increase. A price increase is valid only if it meets the requirements specified herein and the traveler is notified no later than 20 days before the start of the trip. If the factors mentioned in (a) through (c) change after the contract is concluded but before the trip begins, resulting in lower costs for the organizer, the traveler may demand a refund of the excess amount paid; the organizer is entitled to deduct any actual administrative expenses incurred from this refund.

5.3 If the price increase reserved under Clause 5.2 exceeds 8% of the travel price, the organizer may not implement it unilaterally; instead, the organizer may offer the traveler a corresponding price increase and require that, within a reasonable period specified by the organizer, the traveler either (1) accepts the offer of a price increase or (2) declares their withdrawal from the contract. Upon expiry of the period, the offer of a price increase shall be deemed accepted. In the offer of a price increase, the organizer may alternatively offer the traveler participation in a substitute sailing trip, regarding which the organizer must inform the traveler in accordance with Art. 250 § 10 EGBGB.

6. Withdrawal by the participant, rebookings, substitute participants

6.1 The Travel Participant (TP) may withdraw from the contract at any time prior to the start of the trip. It is recommended that the withdrawal be declared in text form or in writing. If the TP withdraws, sailwithus may demand reasonable compensation. This compensation is determined as a percentage of the trip price based on a flat-rate scale that takes into account the time remaining between the declaration of withdrawal and the start of the trip, the expenses the organizer expects to save, and the income the organizer expects to generate through alternative use of the travel services, as follows:
Up to the 30th day before the start of the trip: 20%,
from the 29th to the 22nd day before the start of the trip: 30%,
from the 21st to the 14th day before the start of the trip: 50%,
from the 13th to the 7th day before the start of the trip: 70%,
from the 6th day before the start of the trip
and in the event of failure to commence the trip: 90% of the trip price.
The TP reserves the right to prove to the organizer that no loss was incurred or that the loss incurred was significantly lower than the respective flat-rate amount.

6.2 The organizer reserves the right to claim higher, specifically calculated compensation instead of the respective flat-rate amounts; in such a case, the organizer will demonstrate that it incurred expenses significantly higher than the applicable flat rate. The organizer will then specifically quantify and substantiate the claimed compensation, taking into account saved expenses and any alternative use of the travel services.

6.3 The participant has no legal right to rebooking (e.g., changes regarding the travel date or the sailing trip) after the contract has been concluded. If rebooking is possible, the tour operator may charge a rebooking fee of €50.00 per rebooking transaction. Requests for rebooking made 45 days or less before the start of the trip - provided they can be accommodated at all - can only be processed by withdrawing from the travel contract under the conditions set out in Section 6.1 and simultaneously making a new booking. The participant may at any time demonstrate that no damage, or damage lower than the specified flat-rate fee, was incurred as a result of the rebooking. The provisions of Section 6.2 do not apply if the rebooking is necessary, for instance, because the tour operator failed to provide the participant with pre-contractual information, or provided insufficient or incorrect pre-contractual information, in accordance with Art. 250 § 1–3 of the Introductory Act to the German Civil Code (EGBGB). In such cases, the rebooking is free of charge.

6.4 Should the TP be unable to undertake the trip, she may declare - within a reasonable period prior to the start of the trip and on a durable medium (e.g., via email) - that a third party is to assume the rights and obligations arising from the travel contract in her place. Such a declaration is deemed timely in any case if it reaches the organizer no later than seven days before the start of the trip. The organizer may object to the third party's entry into the contract if said third party does not meet the contractual travel requirements. One such requirement is, in particular, that the third party be of the same gender (f/m/d) as the TP, so that the established cabin allocation can be maintained. If a third party enters into the contract, both that party and the TP shall be jointly and severally liable to the organizer for the travel price and for any additional costs arising from the third party's entry. The organizer may demand reimbursement of additional costs only if and to the extent that such costs are reasonable and have actually been incurred. The organizer must provide the TP with proof of the amount of additional costs incurred as a result of the third party's entry.

7. Cancellation by the organizer due to failure to reach the minimum number of participants

7.1 The organizer may withdraw from the contract if the specified minimum number of five participants for the trip is not reached. The organizer must declare such withdrawal to the TP no later than 28 days before the agreed start of the trip.

7.2 Furthermore, the organizer may withdraw from the contract prior to the start of the trip if prevented from fulfilling the contract due to unavoidable, extraordinary circumstances.

8. Liability of the Organizer, Limitation of Liability

The organizer's contractual liability for damages other than personal injury that are not caused culpably is limited to three times the price of the trip per trip and per participant. The aforementioned limitations of liability do not apply to claims arising under the Montreal Convention.

9. Obligations of the participant, notification of defects, remedy, setting of a deadline prior to termination by the participant, non-utilization of services

9.1 The Travel Participant (TP) must immediately notify *sailwithus* of any defects that arise - using the address, telephone number, or email address specified below - and request a remedy within a reasonable period. If the Organizer is unable to provide a remedy due to the TP's culpable failure to provide the notification required under Sentence 1, the TP is not entitled to assert the rights specified in § 651m of the German Civil Code (BGB) or to claim damages under § 651n BGB.

9.2 If the TP requests a remedy, the Organizer must rectify the travel defect. The Organizer may refuse to provide a remedy only if doing so is impossible or entails disproportionate costs, taking into account the extent of the travel defect and the value of the travel service concerned. The Organizer may provide a remedy by supplying a substitute service of equal or higher value. If the Organizer is entitled to refuse rectification of the defect pursuant to Sentence 2 and the defect affects a significant portion of the travel services, the Organizer must offer a remedy in the form of appropriate substitute services.

9.3 If a trip is significantly impaired by a defect, the TP may terminate the contract. Such termination is permissible only after the organizer has allowed a reasonable period of time - set by the TP - to elapse without providing a remedy. Setting a time limit is not required if the organizer refuses to provide a remedy or if immediate remedial action is necessary. If the contract is terminated, the organizer retains the right to the agreed travel price regarding travel services already rendered and those still to be rendered to conclude the trip.

9.4 The skipper is not authorized to acknowledge claims made by the TP in a manner binding upon the organizer.

9.5 In the event of defects, the TP is obliged to cooperate - in accordance with the statutory duty to mitigate damages - to prevent or minimize damage.

9.6 If the Travel Participant (TP) fails to avail themselves of individual travel services duly offered by the Organizer - whether due to an early return, illness, or other reasons solely attributable to the TP - there shall be no entitlement to a pro-rata refund of the travel price.

9.7 If the provision of the service by *sailwithus* becomes impossible within the meaning of Section 275 of the German Civil Code (BGB) because the TP is unfit to travel - due to illness or infirmity, a lack of physical or mental suitability, or any other reason - then the TP's claim to the service is excluded. In such cases, the TP hereby agrees to undergo an examination by a physician who will assess their fitness to travel and, if applicable, determine their unfitness to travel in a manner binding upon both parties.

9.8 Each participant is personally responsible for arriving at the point of departure on time. This applies in particular to flights booked independently or when making one's own travel arrangements to the departure point. Sufficient time must be allowed at airports for check-in, security screening, and any health-related tests. For international flights, the customer must arrive at the airport at least three hours before the scheduled departure time to ensure sufficient time for check-in, any health checks, and security screening; this same buffer must be factored in when booking connecting flights independently. When booking the return flight, the participant should allow for a sufficient buffer - at least six hours - between the end of the sailing trip and the return flight, depending on the departure location.

10. Termination due to conduct of the TP in breach of contract

10.1 sailwithus may terminate the contract with the participant without notice if the participant causes persistent disruption despite a formal warning from sailwithus, acts in breach of contract to such an extent that continuing the contractual relationship until the agreed end date or the expiration of a notice period is unreasonable, or otherwise commits a serious breach of contract. This applies in particular in cases of confirmed drug or excessive alcohol consumption by the participant, failure to comply with the skipper's instructions regarding sailing, seamanship, or navigation, or if the participant's behavior otherwise endangers or disrupts the sailing trip or puts the physical safety of other participants at risk.

10.2 In such cases, sailwithus retains the right to the paid trip price, less the value of any saved expenses and any refunds received from service providers or similar benefits obtained through the alternative use of the unused service. The person causing the disruption shall bear any additional costs incurred for return transport.

11. Passport and visa requirements, health regulations

The organizer informs the traveler of general passport and visa requirements for the destination country, including approximate timeframes for obtaining visas and health-related formalities (e.g., mandatory vaccinations and medical certificates) required for the journey and the stay.

12. Data protection and rights of objection of the participant

12.1 The Organizer informs the Travel Participant (TP) about the processing of their personal data in the privacy policy on the website and in the privacy notice. When processing personal data, the Organizer complies with the provisions of the BDSG (Federal Data Protection Act) and the GDPR. Personal data comprises all data relating to an individual personally or making them identifiable (e.g., name, address, e-mail address). Such data is processed to the extent necessary for the appropriate handling of the TP's inquiry or booking request, for the implementation of pre-contractual measures, or for the performance of the travel contract. Data processing for the stated purposes is permitted under Art. 6 (1) sentence 1 lit. b GDPR. Data will not be disclosed to unauthorized third parties without the TP's express consent. The TP has the right at any time to access their stored personal data, request information about it, have it modified, corrected, or deleted, have its processing restricted, object to its processing, have it transferred, or lodge a complaint with a supervisory authority regarding the processing (covering all rights under Articles 15 to 20 GDPR). Data is deleted when it is no longer required for the performance of the contract or when its storage is legally impermissible. Where the TP's personal data is processed based on legitimate interests pursuant to Art. 6 (1) sentence 1 lit. f GDPR, the TP has the right, pursuant to Art. 21 GDPR, to object to the processing of their personal data on grounds relating to their particular situation. The TP may exercise their right to object by sending an e-mail to info@sailwithus.de or by contacting the Organizer at the address specified below. 12.2 By sending a message to info@sailwithus.de, the TP may also object, free of charge and at any time, to the use or processing of their data for advertising, market or opinion research, or marketing purposes.

13. Final Provisions

13.1 German law applies exclusively to the travel contract between the TP and the organizer. This also applies to the entire legal relationship. The invalidity of individual provisions of these General Terms and Conditions of Travel does not result in the invalidity of the entire travel contract. Insofar as the TP is a merchant, a legal entity under private or public law, or a person whose domicile or habitual residence is abroad—or whose domicile or habitual residence is unknown at the time the action is filed - the place of jurisdiction is agreed to be the registered office of the organizer.

13.2 The European Commission provides an online dispute resolution (ODR) platform for the out-of-court settlement of consumer disputes arising from contracts concluded electronically; the TP can access this platform at https://ec.europa.eu/consumers/odr. The Organizer does not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to participate in such proceedings. There is no internal complaint procedure.

Tour operator: sailwithus GmbH, Managing Director Carl Grubert, Gagernstr. 8, 60385 Frankfurt am Main, Phone: 069-902 33 957; E-mail: info@sailwithus.de, VAT ID No.: DE 325945612; Essential characteristics of the service: tour organization; tour operator liability insurance: AXA Colonia, Colonia-Allee 10-20, 51067 Cologne, Tel. 0800 3203205, E-mail: service@axa.de. Geographical scope of insurance: worldwide. Scope of application: worldwide. German law applies to the travel contract. These General Terms and Conditions of Travel are protected by copyright.