

Conditions of Cabin Charter KAIRÓS, CHRONOS and RHEA

1. Conclusion of the Cruise Contract

Following the written confirmation the passenger is agreeing a contract with 'Sailing-Classics CV' (SC). The contract will be signed by both parties.

2. Staying Aboard/Cruise Requirements

All passengers need valid identity papers (ID card), for some destinations, islands or countries a valid passport or visa may be necessary. Without clearance of entry passengers may not be permitted to leave the boat at a special harbour. If a passenger fails to look for valid personal documents, the sales price can not be refunded. Arriving on board the passengers will follow the general rules of seamanship as well as the international and Dutch maritime law, especially the guidance of the Captain.

3. Luggage

The luggage needs to be packed properly in a flexible and foldable bag, suitcase or backpack and has to be marked clearly with the passengers name and details. SC is not liable for any loss, theft or damage of the luggage or any personal items.

4. Medical Condition/Certificate of Health

Possible medical details or physical handicaps which require special treatments, care or supply, need to be advised on booking. The passengers must be able to get into a dinghy (with assistance of the crew) and use a ladder with 11 steps and banisters on both sides. Travelling after the 26th week of pregnancy is being considered as a risk, SC is not liable for any possible complications. SC generally reserve the right to refuse a stay on board completely or for parts of the cruise when a passenger at SC's discretion is unsuitable for cruising due to his physical or mental condition.

5. film and photo recordings during the trip

During our sailing trips, it may happen that film and photo recordings are made of our guests. These recordings may be used for advertising purposes and to document the voyage. By booking and participating in our sailing holidays, guests agree that they may appear in these recordings and consent to the use of these recordings by SC. If a guest does not wish to appear in such photographs, please inform us accordingly before the start of the voyage. SC will take reasonable steps to honour the guest's wishes. On each voyage, a Dropbox folder is created with the image and video content taken by guests and crew and its contents are made available to all voyage participants. By booking and participating in our sailing trips, guests agree that they may appear in these recordings and consent to SC making these recordings available to the group of trip participants.

6. Cruise Fee/Performance

The cruise fee is advised in Euro and covers the cabin charter in the category as booked including cost for the nautical crew and the service, insurances (Hull and P & I), flat rate for fuel (est. 35 l/day for generating electricity on board), harbour fees on regular cruises, full bord, water, tea, coffee. Excluded are softdrinks and alcoholic drinks, excursions and tips. In case of doubt the terms of the individual contract are valid.

7. Advance Payments/Payments

In order to secure the booking an advance payment of 20 % of the sales price is payable 10 days after receipt of the contract. The balance is payable 30 days prior to departure. The voucher for the passage will be sent as soon as the final payment has been received. Payments can be done by bank transfer, credit card (Master Card, Visa, American Express) or cash. In case of late or inadequate payments SC reserve the right to cancel the reservation or to refuse the cruise and claim compensation acc. to Clause 7.

8. Travel Cancellation by the Passenger/Cancellation Fees

The passenger can withdraw from the contract at any time before starting the cruise. After having received the withdraw note in writing (valid is the date of arrival at SC), the following cancellation fee will be charged:

Up to 180 days before departure: 20% of the sales price
179-120 days before departure: 40% of the sales price
119-60 days before departure: 70% of the sales price
59-30 days before departure: 80% of the sales price
29 days or less before departure: 90% of the sales price

The passenger is free to proof that following the withdraw of the contract lower cost have arised than claimed by SC.

9. Travel Cancellation or Change of Itinerary by Sailing-Classics

SC is entitled to cancel the cruise (the whole or parts of it) due to force majeure or other important reasons. All amounts paid for the ship cruise (partly if necessary) will have to be refunded or an alternative cruise will have to be offered. Possible further claims (re-booking or cancellation fees for flights, hotels etc.) exceeding this are excluded. SC and the Captain on board reserve the right, upon their discretion, without assumption of liability for damages or any rights of refunds, to modify the announced or usual itinerary or change or modify the content, arrangement and extent of the cruise.

10. Limited Liability for Independent Contracting Parties

Part of the trip includes embarking, staying on board and disembarking. Water sports activities (including swimming from the boat) and shore excursions are possible but are not part of the trip offered and organised by Sailing Classics; they are undertaken by guests at their own risk. Sailing Classics is therefore not liable for any damage incurred during water sports activities (including swimming from the boat) and shore excursions.

11. Insurances

SC is recommending insurances for travel cancellation, lost or damage of luggage, accidents and health insurance.

12. Saving Clause/Court of Jurisdiction

In case any of the above mentioned clauses become unvalid, the other clauses and the contract shall stay valid. The contract and the terms are governed by Dutch law. Jurisdiction is with the judge of the district court of the SC office.