

Terms and Conditions of Travel

Our intention with these Terms and Conditions of Travel is to define the general conditions and to regulate everything important for the upcoming sailing trip. Your safety and health are very important to us. It is therefore essential that you read these terms and conditions.

The trips are aimed at people who suffer from a serious illness. More details about the objectives can be found on the website at resailience.org.

A sailing trip with reSAILience e.V. is neither a round trip with specific destinations nor a transport service and does not constitute a package holiday within the meaning of Sections 651a et seq. of the German Civil Code. The participants are not passengers, but part of the sailing crew and take part in a joint travel event with a sporting focus.

§ 1 Definitions

1. The participants are all participants who take part in a sailing trip.
2. reSAILience refers to reSAILience e.V., Dreimühlenstraße 30, 80469 Munich, Germany.
3. The skipper is the person who oversees the ship. The skipper is responsible for the safety of the boat and the crew during the sailing trip and is in command of the boat and the crew.
4. The co-skipper shall assume the duties of the skipper in the event of the skipper's absence (e.g. due to illness, injury, etc.), provided that a co-skipper is on board the vessel.
5. The crew are all people taking part in the sailing trip (participants, skipper, co-skipper, photographer and other people on board the ship).

§ 2 Applicability

1. These Terms and Conditions of Travel apply to contracts concluded between reSAILience and the respective participants.
2. These Terms and Conditions of Travel apply without restriction to the exclusion and express rejection of any conditions handled by the participant to the extent permitted by law.

§ 3 Health aspects

1. Participation in a sailing trip is only possible if it is safe from a health and medical point of view based on personal circumstances. Participants must clarify this with their treating doctors before registering.
2. If the participant's therapy has been completed three months or less before the start of the cruise, the participant must submit a medical clearance certificate, if possible, at the time of registration, but no later than two weeks before the start of the cruise. If the completion of therapy is more than three months before the start of the cruise, the obligation to submit a medical certificate of fitness is waived. Failure to submit this in good time will be treated as a cancellation in accordance with § 8 Para. 5 with the legal consequences in accordance with § 8 Para. 6.
3. Participation in a sailing trip during therapy is not possible.
4. Participants are advised that medical and emergency medical care is severely limited during the sailing trip. No information can be provided as to how long it will take for medical care to be reached on land or for an emergency doctor to be able to board the ship.

§ 4 Requirements for participation

1. The requirements for participation in a reSAILience sailing trip are in particular:
 - age between 18 and 45 years;
 - submission of a medical clearance certificate at the time of registration within the meaning of § 3 para. 2, provided that the therapy was completed three months or less before the start of the cruise;
 - average physical fitness; and
 - common underlying disease with other participants to ensure an enriching exchange.
2. Participants must ensure that they have adequate health insurance cover that is also valid in the travelling countries.
3. Participants must not suffer from any infectious diseases. All relevant and known illnesses and restrictions must be reported to a reSAILience doctor no later than upon receipt of the confirmation of participation. reSAILience ensures that this information is treated in strict confidence and is only made available to those persons who absolutely need it.
4. Participants must be able to swim in deep water for at least 20 minutes.
5. Regulations regarding passports, visas, customs, foreign exchange, health and other regulations of the countries of travel must be observed by the participants themselves.
6. Participants are required to respect the customs of the country they are travelling to and to adapt their behaviour accordingly.
7. In case of doubt regarding the fulfilment of these conditions, participants are obliged to contact reSAILience before registering for the sailing trip.
8. Participants who do not fulfil the requirements of § 3 and/or § 4 may not take part in a sailing trip. The regulation of § 8 para. 6 applies accordingly.

§ 5 Conclusion of Contract

1. A general offer from reSAILience in the form of flyers, advertisements or websites is to be understood as a legally non-binding invitation and as a mere invitation to a negotiation.
2. The cruise registration constitutes a contractual offer by the participant. The contract is accepted by confirmation in text form by reSAILience. The scope of services can be found in the cruise description.
3. By registering for the sailing trip, participants agree to these terms and conditions of travel.

§ 6 Scope of contract

1. The sailing trip offered on the reSAILience website is only an approximate route. It is always possible that the planned route may be deviated from due to weather or other factors or that the boat may even have to remain in harbour. Possible deviations and changes may result in particular from safety-related aspects. Please refer to the current version of the safety concept, which is available on the reSAILience website.
2. The sailing trips on offer are so-called berth charters.
3. The sailing trip includes accommodation in a double berth (or exceptionally in the saloon) and the use of all facilities on board, as well as all services mentioned under § 7 para. 2. Also included is the management of the ship by a skipper with a co-skipper. Not included are the services covered by the on-board cash box (§ 13).

§ 7 Contribution to total travel costs

1. All participants pay a contribution towards the total travel costs, this contribution is referred to below as 'travel costs'. The travel costs amount to approximately half of the total travel costs and can be found on the reSAILience homepage for the respective trip. The remaining travelling expenses are covered by reSAILience and financed by donations or other contributions.
2. The total travel costs consist of the fees for chartering the ship (bareboat charter) and ancillary costs such as insurance, final cleaning, fuel costs, harbour fees and any other costs.
3. A deposit of 50% of the travel costs is due no later than 14 days after receipt of the confirmation of participation. The remaining travel costs are due four weeks before the start of the cruise. In the event of registration less than four weeks before the start of the cruise, the entire travel costs are due within one week or at the latest at the start of the cruise, whereby the exact due date can be determined unilaterally by reSAILience.
4. Transfers are to be made to the account specified in the booking confirmation.
5. reSAILience may also bear a larger share of the total travel costs in exceptional cases upon request. reSAILience reserves all rights in this regard and no claim is hereby established.
6. The on-board cash box is excluded from these regulations (**Fehler! Verweisquelle konnte nicht gefunden werden.**).
7. Participants must organise their own travel to and from the event and bear the costs themselves.

§ 8 Withdrawal, cancellation or termination by participants

1. Withdrawal of the sailing trip is possible at any time.
2. The withdrawal must be declared in text form.
3. The reimbursement of travel costs in the event of withdrawal is calculated as follows: Reimbursement of 80 % of the travel costs in the event of withdrawal 60 to 45 days before the start of the cruise, reimbursement of 60 % of the travel costs in the event of withdrawal 44 to 30 days before the start of the cruise, reimbursement of 50 % of the travel costs in the event of withdrawal 29 to 14 days before the start of the cruise. Travel costs will not be refunded in the event of later withdrawal.
4. Until the start of the cruise, a suitable replacement person can be provided at no additional cost to take the place of the person who has withdrawn. The replacement person must fulfil all requirements for the cruise in accordance with these travel conditions (in particular those stated in § 3 and § 4). There is no entitlement to the provision of a replacement person and reSAILience reserves the right to decide on this at its own discretion.
5. Non-appearance or cancellation will be treated as a withdrawal.
6. There is no entitlement to reimbursement (even partial) of travel costs in the event of non-appearance, cancellation or premature departure of participants.

§ 9 Cancellation or exclusion by reSAILience

1. reSAILience may cancel the cruise if it is made considerably more difficult, endangered or impaired for reasons for which reSAILience is not responsible (decisions by state authorities, force majeure, war-like conditions or unrest, etc.), if the ship is not operational or if there are fewer than three registrations for the cruise. In the aforementioned cases, the travel costs will be reimbursed.

2. Participants who, through their own behaviour, disrupt the sailing trip or life on board despite warnings from the skipper and/or co-skipper, who disobey the instructions of the skipper and/or co-skipper or who endanger safety on board, may be excluded from further participation, even during the sailing trip. In such cases, there is no entitlement to reimbursement (even partial) of the travel costs.

§ 10 No right of revocation

1. According to § 312g para. 2 no. 9 BGB, participants have no right of revocation.

§ 11 Liability

1. Participation in a sailing trip is at the participant's own risk. Participants acknowledge that the sailing trip is a travel event with a sporting focus and that there is therefore a natural risk of damage to personal property and possessions or the risk of physical injury or death.

2. Claims for damages by a participant against reSAILience are excluded insofar as this is legally possible and nothing to the contrary is regulated in these travel conditions. reSAILience is only liable for intentional or grossly negligent breach of duty by reSAILience, its legal representatives or its vicarious agents.

3. reSAILience shall also be liable for damages arising from injury to life, limb, health, the Product Liability Act or essential contractual obligations for any negligent breach of duty on its part and any negligent breach of duty on the part of its legal representatives or vicarious agents. **‘Essential contractual obligations’** are those whose fulfilment is necessary to achieve the contractual objective. In the event of a breach of material contractual obligations, reSAILience shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless it concerns claims for damages by a participant arising from injury to life, limb or health.

4. Any further liability does not exist.

5. Participants will be instructed in the operation of the boat and the safety equipment before setting off from the harbour. Participants are responsible for themselves. They must conduct themselves in accordance with the instructions of the skipper and/or co-skipper, especially with regard to safety issues (putting on life jackets, behaviour on board, etc.). A safe sailing trip also requires observing others and pointing out possible dangers.

6. No gross negligence on the part of reSAILience can be derived from the assignment of tasks in accordance with § 12 para. 2 by the skipper and/or the co-skipper alone, insofar as these tasks have been explained and can be reasonably expected of the participants. If instructions of the skipper or co-skipper are not followed, the participants are fully liable for any resulting property damage and personal injury.

7. The skipper and/or co-skipper has skipper's liability insurance that covers personal injury and property damage as well as liability claims between crew members. Participants are nevertheless recommended to take out accident insurance and, if applicable, salvage insurance.

8. For damage to the equipment, the perpetrator is liable according to general rules.

9. reSAILience's chartered boats are usually insured against all damage to the boat and its equipment from an amount of approximately EUR 1,500 to EUR 4,000 (own contribution depending on the area and boat). The amount up to this sum is normally fully insured by reSAILience through a deposit insurance. Should this be different in individual cases (e.g. because the deposit insurance provides for a deductible), this will be indicated in the description of the sailing trip on the reSAILience website.

10. The liability regulations concern the everyday risks of sailing and are a prerequisite for carefree participation in the sport.

11. The provisions set out in § 11 para. 7 and para. 9 shall not apply in cases of gross negligence or wilful intent. The perpetrator shall be personally liable for such damage.

12. reSAILience is not liable for loss of or damage to luggage, possessions or property (such as cash, jewellery, electronic devices or other valuables) if this results from insufficient care on the part of the participant. This includes, but is not limited to, leaving valuable possessions and property unattended on or in the ship.

13. If the final port cannot be reached for reasons for which reSAILience is not responsible (decisions by state authorities, force majeure, war-like conditions or unrest, etc.) or due to technical problems on the ship, reSAILience is not liable for any return journey costs incurred, which the participants must bear themselves.

§ 12 Behaviour on board

1. On board the instructions of the skipper must be followed.
2. The skipper or co-skipper guides the participants' sailing activities and imparts sailing skills. Accordingly, the skipper or co-skipper can and should entrust individual participants with nautical tasks.
3. The entire crew is responsible for the proper maintenance of the vessel during the cruise.
4. Damage must be reported immediately to the skipper or co-skipper so that it can be repaired.

§ 13 On-board fund

1. During the cruise, an on-board fund will be set up into which the crew will pay in equal shares. The skipper and the co-skipper are exempt from paying into the on-board fund.
2. The on-board fund shall be used to cover costs incurred during the cruise for catering on board and other joint activities such as shore excursions, admission to museums and other necessary cash and non-cash benefits that are to be regarded as normal for an average sailing cruise. Luxury expenses of individual crew members and the costs of restaurant visits, which are borne by the crew members themselves, are not covered by the on-board fund. Otherwise, the participants decide on the use of the on-board funds by a simple majority on the spot. Unless otherwise stated, harbour fees and fuel are already included in the cruise costs (§ 7) and are not financed from the on-board funds.
3. At the end of the trip, the on-board fund is settled in favour of or against the individual participants using a technical tool (e.g. the 'Splitwise' app). All crew members undertake to enter the respective deposits and expenses properly via the technical tool.
4. It is not possible to say in advance how much the participants will have to pay on board. As a rough guide, EUR 150 can be assumed for a one-week sailing trip. However, this guideline varies greatly and depends, among other things, on the cost structure of the respective sailing area and seasonal conditions.

§ 14 Image rights

1. During the sailing trip, photos, videos and similar video and audio material may be taken for reSAILience's public relations work. All participants will receive a consent form informing them of this and enabling them to give their consent to publication.

§ 15 Final provisions

1. Verbal collateral agreements do not exist. Amendments and additions to the contract and these Terms and Conditions of Travel must be made in writing. This also applies to amendments to this written form clause.

2. Should parts of these Terms and Conditions of Travel or this contract be or become invalid or unenforceable, the other parts shall remain valid. Ineffective parts shall be regulated in accordance with the meaning and purpose of these travel conditions or this contract.
3. As far as possible, German law shall apply. The place of jurisdiction is the place of residence of the participants.