



CLASSIC SAILING

Terms and Conditions

Classic Sailing
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www.classic-sailing.co.uk
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Classic Sailing Terms and Conditions

1. Some vessels require your agreement to additional Terms and Conditions that are shown below if appropriate. Signing their medical declaration forms confirms your agreement to their terms and conditions.
2. All customers are Trainee Voyage Crew
 - a. Classic Sailing does not take bookings for passengers.
 - b. All bookings are for "trainee voyage crew" whatever the level of your sailing experience. The voyages are for the purpose of learning traditional sailing skills under current statutory marine legislation.
 - c. You agree to be the "trainee voyage crew" for the selected voyage and to abide by the instructions of the Master (Captain or Skipper) or duly delegated representative in all matters.
 - d. You will be expected to participate in the operation of the vessel to the best of your ability subject to training and experience.
3. Sailing – The intention on all voyages is to sail as much as possible. This will take account of the weather, tides, the aptitude of the crew, the capabilities of the vessel, the waters being sailed in and at all times the safety of the whole crew and that the Masters decision in all this is final.
4. Safety
 - a. All Classic Sailing Vessels and their skippers are approved to the standards required by the country of the vessels registration.
 - b. Classic Sailing reserves the right to refuse any applicant considered unsuitable without giving an explanation.
5. International Ship and Port Facility Code of July 2004
 - a. To comply with this code for the vessels and ports that Classic Sailing works with "trainee voyage crew" must agree as follows.
 - b. Trainee voyage crew shall not bring on board the vessels any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. The Master (Captain or Skipper) or any duly delegated person shall be entitled at all times to search a trainee voyage crew member, and/or their personal luggage and goods if the Master reasonably believes they may be in breach of this clause of the terms and conditions. Trainee voyage crew may be requested to produce photo ID or be subject to searches as per the individual port security plan.
6. Danger - You understand that sailing can be a dangerous activity, particularly in rough weather, which can be encountered at any time of year on any voyage.
7. Privacy Policy - Classic Sailing do not pass personal details to other organisations, except that you give Classic Sailing permission to pass your details to the owners or skippers of the vessel you are booked on; this is for safety and practical purposes.
8. What is included in the price?
 - a. The full voyage from beginning to end as advertised subject to the Voyage Itinerary clause.
 - b. The majority of meals and all accommodation are included on board. Some meals may be taken ashore, this will depend on the style of the voyage.
 - c. Included are instruction, life jackets and safety harness and all safety equipment.
 - d. The majority of vessels provide foul weather gear, we will inform you if they do not before asking for voyage payment.
9. What is excluded from the price?
 - a. Travel insurance is excluded, but required.
 - b. Travel to and from all voyages or courses are excluded.
 - c. Meals, trips or activities ashore are at the guests own expense.
 - d. A booking process fee – see below.
10. Voyage Approval
 - a. Please DO NOT Book any associated travel until we have approved your voyage.
 - b. We cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us; for whatever reason. See travel insurance below.
11. Travel Insurance
 - a. Travel Insurance is required for all "Trainee Voyage Crew" i.e. everyone.
 - b. Proof of suitable travel Insurance may be required on or before joining the voyage, if no proof is provided you could be asked to either acquire suitable travel Insurance there and then or leave the vessel.
 - c. Your travel insurance should provide you financial protection if you have to cancel or curtail your voyage, cover loss or damage to baggage, incur any additional medical or transport costs or if the voyage is cancelled by Classic Sailing.
 - d. Suitable travel Insurance Please check your travel insurance policy carefully to make sure it covers tall ship sailing / sailing

/ cruising / yachting in the appropriate sailing areas and if sailing more than 12 miles offshore. Your cover should start as close as possible to the date you purchased the policy, not when your voyage or course starts.

e. Specialist sailing travel Insurance is available from Topsail Insurance on line at http://www.topsailinsurance.co.uk/tall_ships/other/index.html Both single trip and annual policies are available. The annual policies cover you both when sailing and for your general holidays, with some policies including cover for both winter sports and business travel.

12. Customer Responsibility

Customers agree to accept the authority and decisions of the Classic Sailing or its agents or suppliers of voyages whilst on a voyage booked with us. If in the opinion of the Masters (Captain – Skipper) the health, level of fitness or conduct of a customer at any time before or during a tour is endangering or appears likely to endanger the health or well being of the customer or any third party (including any other Customers of Classic Sailing or its agents or suppliers of voyages) or the safe, comfortable or happy progress of the tour, the customer may be excluded by being put ashore for all or part of the voyage, as soon as practical without refund or recompense. Where a customer is excluded, Classic Sailing or its agents or suppliers will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, the Classic Sailing or its agents or suppliers of voyages may make such arrangements as it sees fit and recover the costs thereof from the customer. If a customer commits an illegal act (including, for example, causing any damage) the customer may be excluded by being put ashore for all or part of the voyage, as soon as practical and Classic Sailing or its agents or suppliers of voyages shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to Classic Sailing or its agents or suppliers as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

13. Classic Sailing Cancellation - Classic Sailing will refund voyage fees paid for voyages cancelled by Classic Sailing Ltd prior to voyage commencement unless;

a. The voyage has been cancelled for the following reasons: -

b. In the case of a 'force majeure' i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.

c. Any other cause beyond the reasonable control of Classic Sailing Ltd.

d. Classic Sailing will refund 60% of the voyage fees for voyages cancelled for bad weather as follows;

i. Day sails - In the two days before the voyage commences if the forecast for the day sail is Force 5 or greater.

ii. Overnight voyages – In the two days before the voyage commences if the forecast for the majority of voyage is Force 7 or greater.

14. Voyage Itinerary - Due to the vagaries of weather or mechanical problems Classic Sailing Ltd can make no guarantee of the itinerary of the voyage, including, joining ports, destinations to visit and leaving ports.

15. Classic Sailing Insurance - Our Vessels are covered by third party liability insurance for serious injury or loss of life.

16. Visa's and Vaccinations

a. Please check very carefully for any Visa and vaccination requirements for any ports you will be visiting. Visa's and vaccinations are the trainee voyage crew's responsibility and you will not be able to join the voyage without the appropriate documents.

b. You can find Visa and Vaccination information for the countries you will be visiting at the Embassies London web site, or your own capital city if different.

17. Passports - If your voyage may call at non UK Ports a valid passport is required with at least 6 months remaining after the end of your voyage.

18. Alcohol - Consumption of alcohol is at the Masters (Captain – Skipper) discretion for safety reasons.

19. Ashore - Classic Sailing is not responsible for "trainee voyage crew" when they ashore

20. Methods of Payment

a. No payment is taken until your booking application has been approved.

b. There are no Extra Charges for the use of Credit Cards. We accept all major credit and debit cards excluding American Express by telephone.

c. Cheques are acceptable in £ sterling or € Euros made out to Classic Sailing

d. EFT Electronic Funds Transfer for

i. £ sterling to HSBC Sort Code 402102 Acc No 71193465 Swift Code MIDLGB2131B IBAN GB18MIDL40210271193465

ii. € Euro to HSBC Sort Code 400515 Acc No 69290406 Swift Code MIDLGB22, IBAN GB74MIDL40051569290406

21. Cash - Payments in cash over £10,000 are not accepted.

22. Gift Vouchers can be used at any time within three years of date of purchase.

23. Prices - Prices include VAT if applicable

a. Classic Sailing reserves the right to alter the price of any voyage without notice up or down. Special offers are for new bookings only. Errors and omissions are accepted. Bookings will be processed at our published prices for the time of booking and

adhered to; otherwise, in the case of any unexpected upward change in price, you will be informed and asked if you wish to reconsider your booking before proceeding.

b. Prices for voyages are quoted in GB Sterling - Classic Sailing reserves the right to amend, the deposit, the balance or the full payment in line with changes in foreign currency changes for voyages that Classic Sailing pay for not in GB Sterling. This could be an increase or a decrease in payment.

24. Booking Process Fee

a. Classic Sailing charge a process fee per berth for voyages priced in £ GBR Sterling of £20 and for voyages priced in € Euros the amount is €30. (£10 per berth for a day sail.)

25. Customer Payments, Cancellations and Refunds

a. Confirmation not made due to health reasons. Classic Sailing will Refund any voyage fees paid for voyages that cannot be confirmed for health and fitness reasons.

b. Deposits are due as advertised per voyage.

c. Once a booking has been confirmed a £45.00 administration fee will be made for all voyages cancelled or transferred by the trainee voyage crew .

d. Full payments and balances are due as advertised per voyage, normally 56 days before departure. In the case of non-payment of the balance by the due date Classic Sailing reserves the right to treat your booking as cancelled and cancellation charges will apply.

e. If a trainee voyage crew cancels a voyage more than 12 weeks before departure you will receive a refund of all monies paid less the £45 administration fee.

f. If a trainee voyage crew cancels a voyage 12 weeks or less before departure Classic Sailing will use its best endeavours to find a replacement trainee voyage crew and will refund all monies achieved less the £45 administration fee.

26. Voyage Notes - Classic Sailing will ensure you are sent information on how to join and leave your voyage in good time for your voyage.

27. Age - Applicants under 16 years must have written consent from their parents or legal guardian. Some voyages are restricted to certain age ranges that you must comply with.

28. Any goods, books and products ordered will be dispatched within 28 days of ordering for stock items, personalised and handmade items may take longer, we will notify you of the likely despatch date.

29. Any book or souvenir returned in original condition will be fully refunded for the price of the goods, made to order items and personalised items cannot be refunded.

30. Complaints - If we should receive a complaint about any part of our service, by phone, e-mail or letter, then it will be dealt with promptly (we will reply within 5 working days). It will then be dealt with confidentially, and effectively.

31. Law - Any unresolved dispute shall be the subject to the jurisdiction of English courts where applicable and whose decision shall be final and binding on all parties. The Athens Convention limiting a carriers liability for death or personal injury or loss or damage to luggage shall be determined to trainee voyage crew. With regard to luggage the Convention applies time limits for claims.

32. Amendments - Classic Sailing Ltd reserves the right to amend these Terms and Conditions without notice.

33. Version-17 13-08-11



CLASSIC SAILING

Hands on traditional sailing
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Tall Ships Lord Nelson and Tenacious

Jubilee Sailing Trust and Classic Sailing Terms & Conditions

Please ensure you read all the following information before completing your booking application form below.

1. The Lord Nelson and Tenacious tall ship voyages are for crews of mixed abilities, both in sailing experience and degree of physical and sensory ability. The permanent crew includes a Medical Purser (RGN). Among the 40 people on each voyage there will usually be a doctor, as well as four men or women with the necessary experience to act as watch leaders. The Lord Nelson and Tenacious philosophy is that everyone has a part to play in sailing and working the ships to the best of their ability; potentially on a 50/50 physically disabled/able-bodied basis. During some 30 years of operation the Jubilee Sailing Trust has taken over 36,000 people to sea. We have vast experience of working with people with physical and sensory disabilities. As the weather can be unpredictable we will need you to be absolutely open about any problems you may have. We have great experience of a wide range of disabilities and we are keen to accept everyone but if you are to get the most out of this experience, we must be able to plan for all eventualities whilst at sea.
2. We can provide details of insurance brokers on request. You **MUST** supply the **Jubilee Sailing Trust, address below**, with details of your policy number prior to sailing. **Your insurance MUST cover you for "tall ships sailing outside of coastal waters"**. It is recommended that you arrange insurance cover at the time of booking. In the event that you have to cancel prior to sailing then you will need to claim any monies paid for your voyage through your insurance.
3. Crew members will be allocated a 'buddy' irrespective of ability, in line with the objectives of the JST.
4. Severely physically disabled crew, crew with learning disabilities and those needing personal care, are required to bring an able-bodied friend (buddy) with them. The buddy should have experience of helping cope with their particular needs. An on board assessment may be required for some crew prior to acceptance for a voyage.
5. The Jubilee Sailing Trust and Classic Sailing regrets that for safety reasons we are unable to accommodate voyage crew with significant learning disabilities, or wheelchair users weighing more than 16 stone on board LORD NELSON or TENACIOUS. Please note wheelchairs should not exceed the maximum 66.5cm width on board and must be manual.
6. For the purposes of sailing on board LORD NELSON and TENACIOUS, please note that epilepsy and diabetes are considered to be physical disabilities. When completing your medical declaration, you must include any significant medical condition occurring anytime during your past, as well as any current medical condition/illness. Having submitted your medical form any subsequent changes in medical condition or medication must be advised as soon as possible. Any pertinent medical information not declared prior to sailing could result in your voyage being cancelled with no recourse for refund or compensation.
7. For operational reasons we have a lower age limit of 16. There is no upper age limit but for insurance purposes people over the age of 70 need a health certificate from their GP, which will be supplied by the JST. Crew members over 70 may not be buddied with a disabled crew member, dependent upon ability and determined by the permanent crew.
8. Conditions on the longer routes can be arduous. We recommend that applicants with little sailing experience take this into consideration when applying.
9. You will require a full passport that is valid for 6 months **after** the end of the voyage and you will be responsible for all necessary visas and other travel documents. All crew are advised to consult their doctors for any foreign health requirements.
10. Until you have received written confirmation of your acceptance from us on one of our voyages, please **DO NOT** book any travel to and from the ships. We cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us, for whatever reason. Please ensure that your insurance will cover you in this eventuality.
11. Assisted and bursary funding is available on an individual basis but will only be applied once per person.

BOOKING CONDITIONS

The Voyage

12. Joining instructions will be forwarded three to four weeks prior to each voyage and will give date, time and place for joining the vessel.
13. Voyage crew shall not bring on board the ships any goods or articles of an inflammable or dangerous nature, or any controlled or prohibited substance, nor any animals. The Master (or any officer delegated for the purpose) shall be entitled at all times to search a voyage crew member, and/or their personal luggage and goods if the Master reasonably believes they may be in breach of this clause. Since the introduction of the International Ship and Port Facility Security Code (The ISPS Code) in July 2004, you may be requested to produce photo ID or be subject to searches as per the individual port security plan. The Jubilee Sailing Trust works closely with the ports on security matters but has no control over any

additional security measures that may be required.

14. The fee paid covers berth and food on board, but the voyage price does not include travel to or from terminal ports or Departure Tax.

15. The applicant will be a member of the voyage crew and will sign on as such under current statutory regulations.

16. The booking is subject to the following conditions:

(i) Crew members must be free of contact with known infectious diseases within one calendar month prior to the voyage.

(ii) Any crew member who is under treatment requiring drugs must present the Medical Purser with a certificate signed by his/her doctor stating the condition and the drugs being used, unless already declared on the confidential medical form submitted to the office.

(iii) Crew members will be expected to carry out the duties assigned to them by the Master or Officers, who shall have a due regard for any disability that crew members may have and their sailing experience.

(iv) The crew member, or if under 18 his/her parents or guardian, undertakes not to hold the Master or Officers of either vessel legally responsible for any accident or misadventure that may occur during or as a result of the voyage, or for the vessel not fulfilling the programme due to adverse weather conditions or breakdown.

(v) The Jubilee Sailing Trust and Classic Sailing reserves the right to refuse any applicant considered unsuitable without giving an explanation.

(vi) Once a booking has been confirmed the Jubilee Sailing Trust and Classic Sailing guarantees that the price of the holiday will not be subject to any subsequent surcharges other than those notified at the time of booking; except as a result of government action.

(vii) Voyage fees are due for payment 12 weeks prior to the departure date.

(viii) Any unresolved dispute shall be subject to the jurisdiction of the English courts whose decision shall be final and binding on all parties. The Athens Convention limiting a carrier's liability for death or personal injury or loss of or damage to luggage shall be deemed to apply to voyage crew. With regard to loss of or damage to luggage, the Convention applies time limits.

(ix) English is the working language on board Jubilee Sailing Trust vessels. For safety reasons all crew members must have a working knowledge of the English Language. The ship reserve the right to refuse passage to anyone considered not to have adequate language skills.

CANCELLATION

17. If having booked, the crew member is unable to take part in the voyage for any reason whatsoever, he/she shall ensure that Classic Sailing is notified at once and must ensure cancellation is confirmed in writing. The following provisions will apply in the event of voyage crew cancelling their booking:

Period before departure, within which written notice is received by Classic Sailing	Cancellation Charge
84 days or more	Loss of deposit
42 - 83 days	Voyage crew member is liable for 50% of total voyage cost
41 days or less	Voyage crew member is liable for total voyage cost

Please note, for day sails the full payment is required on booking and is non-refundable in the event of cancellation.

Please ensure you have adequate travel insurance to cover such costs.

N.B. Voyage crew should refer to their insurance provisions to establish whether cancellation fees are covered.

18. Any change in voyage choice made at the request of voyage crew will incur an administration charge of £45 per person/berth and will be subject to availability, 84 days or more before departure. Thereafter the above terms apply.

19. The Jubilee Sailing Trust and Classic Sailing may cancel a voyage up to two weeks before its departure date, if bookings are less than 50%. If cancellation is by the Jubilee Sailing Trust and Classic Sailing, either an alternative Jubilee Sailing Trust voyage or a full refund of the berth fee will be offered, but the neither the Jubilee Sailing Trust nor Classic Sailing shall be liable for any other sum by way of compensation.

20. During your voyage you may wish to book an excursion or activity provided by a local operator. Please note that your contract will be with the supplier and we accept no responsibility for their actions or omissions, but we will try to offer assistance to a client in difficulty.

DEFINITION

21. The term " Jubilee Sailing Trust " as used means the Jubilee Sailing Trust (Registered Charity No. 277810) and its subsidiary Jubilee Sailing Trust Limited (Registered Charity No. 286487) and the Jubilee Sailing Trust (TENACIOUS) Limited (Registered Charity Number 1081658), through which most company Jubilee Sailing Trust business is transacted, including these voyages.

The Term "Classic Sailing" means Classic Sailing Ltd Registered number 3256249. Classic Sailing are authorised booking agents for the Jubilee Sailing Trust.

The Jubilee Sailing Trust and Classic Sailing will hold all information, supplied to us in connection with your booking, in accordance with the Data Protection Acts 1984 and 1998. Your information will be used in conjunction with your booking and for marketing purposes. By signing this form you are agreeing to the Jubilee Sailing Trust and Classic Sailing processing personal data including sensitive medical data for the purpose of the voyage.

Your information

This is the information that refers to you, such as your name, contact details, and disability. Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete.

Our Use of Your Information

We may disclose your information to service providers for the purpose of providing you with a service, including transfers. Only information necessary for this purpose will be disclosed to them. For overseas travel, it may be a mandatory requirement imposed on us by governments at the point(s) of departure and/or destination to disclose your information for security and anti-terrorism purposes, or any other purposes which they determine appropriate. We may also disclose your information to companies who act as "data processors" on our behalf. These purposes include administration, providing services, contacting you where necessary, security and crime prevention/detection. Some of your information may be considered "sensitive personal data" under the Data Protection Act 1998. (For example, information relating to health.) We collect this information to enable us to best cater for your needs or act in your interest. If you do not agree to Our Use of Your Information above, we cannot do business with you or accept your booking.

Direct Marketing Material

We may from time to time contact you by post or email with information on offers of goods and services, brochures, new products, forthcoming events or competitions. You may indicate your preference to receive our direct marketing material by e-mail.

Neither the Jubilee Sailing Trust nor Classic Sailing rent their lists of names and addresses to anyone. If you are on the Jubilee Sailing Trust and or Classic Sailing mailing list, but no longer wish to receive future news from the Jubilee Sailing Trust or Classic Sailing please write to the Jubilee Sailing Trust, Hazel Road, Woolston, Southampton SO19 7GA, or you can email info@jst.org.uk. AND OR for Classic Sailing Please write to Classic Sailing, Parton Vrane, Portscatho, Cornwall, TR2 5ET or you can email unsubscribe to skippers@classic-sailing.co.uk

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Bark Europa Terms and Conditions

Contact Details

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GENERAL CONDITIONS

General Conditions of BBZ/TCN (Belangenvereniging Beroeps Zeilschippers, MotorCharterVaartNederland, Traditionele Chartervaart Nederland)

Article 1. Definitions

In these General Conditions, as well as in the related Agreement, the following terms shall have the following meanings:

- a. Supplier: The owner of the Ship
- b. Customer: Any person, whether natural or juridical, who enters into an Agreement with an Supplier.
- c. Agreement: Any agreement that is entered into between an Supplier and a Customer, including any amendments and additions thereto whereby the Supplier agrees to conduct a Voyage on board his Ship, and to which these General Conditions apply.
- d. Guest: Any person, whether natural or juridical, who is authorized by the Customer to make use of the services

of the Supplier.

- e. Voyage: The entire trip, including a stay on board the Ship, taking place during the period set forth in the Agreement.
- f. Luggage: Any luggage, consisting of easily transported or wheeled items, in the possession of a Guest.
- g. Ship: The Ship referred to in the Agreement.
- h. Price: The Price of the Voyage, as set forth in the Agreement.

Article 2. Scope of Application

- 2.1 These Conditions shall form part of every Agreement. These Conditions shall also apply to the precontractual relationship between the Supplier and the Customer, as of such time as the Supplier has provided them to the Customer and the Customer has not objected to their application within 7 days thereof.
- 2.2 General conditions that conflict with the provisions hereof shall apply only if expressly accepted by the Supplier in writing and only with respect to the Agreement(s) concerned.
- 2.3 Amendments or additions to any provision of the Agreement or these Conditions shall be effective only if made in writing.
- 2.4 The Agreement and these Conditions constitute the entire agreement setting forth the rights and obligations of the Supplier and the Customer.
- 2.5 In the event of a conflict between the Dutch-language version of these Conditions and any version in another language, the Dutch-language version shall prevail.
- 2.6 In the event that any provision of these Conditions should be invalid, the remaining provisions shall continue to have effect. The invalid provision shall be replaced by a provision that approximates, to the extent possible, the intent of the invalid provision.
- 2.7 The contracting parties are the Supplier and the Customer. These conditions shall also apply between the Supplier and Guests, who are not parties to the Agreement between the Supplier and the Customer, and the Customer shall be responsible for ensuring this. The Customer shall indemnify the Supplier for any and all liability of the Supplier vis-à-vis a Guest that would have been excluded if the Guest had been bound by these Conditions.
- 2.8 These Conditions shall also inure to the benefit of any legal or natural person upon whom, in the widest possible sense, the Supplier relies or has relied in the execution or performance of the Agreement or in the conduct of his business activities.
- 2.9 In the event of a conflict between the provisions of the Agreement and the provisions of these Conditions, the provisions of the Agreement shall prevail.

Article 3. Liability of the Supplier

- 3.1 The liability of the Supplier to pay damages for death or personal injury pursuant to part 3 of title 10 of Book 8 of the Civil Code, shall be limited to the sum of EU 137.000,- per Guest. In the event that such damages take the form of an annuity, the capital shall not exceed EU 137.000,- per Guest.
- 3.2 The liability of the Supplier to pay damages for loss of or damage to Luggage shall be limited to EU 1000,-. Damage shall be limited to the current value of the Luggage. The Supplier shall have no liability for any non-pecuniary loss, indirect or consequential damages arising from the loss of or damage to Luggage.
- 3.3 The Supplier shall not be liable for any loss attributable to delay (irrespective of the cause thereof and whether arising before, during or after transportation), or to any deviation from the agreed upon time for starting and ending.
- 3.4 The Supplier shall have no liability for damages resulting from a thing, brought on board by a Guest, that the

Supplier would not have permitted on board, had he been aware of its nature or character, if the Guest knew or should have known that the Supplier would not have permitted such a thing on board. The Guest shall be liable to the Supplier for any expenses and damages that may arise as a result of his having brought or having had such thing on board.

- 3.5 Without prejudice to article 6:107 Civil Code, in the event of personal injury suffered by a Guest, only that Guest shall have a cause of action for damages. Without prejudice to article 6:108 Civil Code, only the surviving spouse, children and parents who depended on the Guest for their support shall have a cause of action for damages. The value of the claims provided for in this section shall be based on the relative position and influence of the claimant.
- 3.6 In the event that the Supplier proves that damage, loss or injury is attributable to the fault or negligence of the Guest, the Suppliers liability shall accordingly be set off, either completely or in part.
- 3.7 In the event that persons assisting the Supplier in performing his obligations render, at the request of the Customer or Guests, services that the Supplier is not obligated to perform, such persons shall be deemed have acted under the instructions of the Customer and/or the Guests to whom the services were rendered.
- 3.8 The Customer waives the right to set-off based on comparative negligence.

Article 4. Liability of Customer and Guests

- 4.1 The Customer and the Guests shall be jointly and severally liable for any damage, loss or injury to the Supplier caused by the Customer, Guest or their Luggage. This shall apply to damage to the Ship, to injury and damage to any persons or property located on board, as well as to injury and damage caused by the Customer, Guests or their Luggage to persons or property not located on board the Ship, in the event such damages are sought from the Supplier.
- 4.2 The Customer shall not be entitled to rely on the Guests' own liability.
- 4.3 This article shall apply without prejudice to other or additional rights, including rights vis-à-vis third parties, of the Supplier.

Article 5. Obligations of Supplier

- 5.1 The Ship and its crew conform to the legal requirements.
- 5.2 Pursuant to the Agreement, the Supplier is obligated to use his best efforts to carry out the Voyage.
- 5.3 The sailing route shall be determined by the Supplier in consultation with the Customer.
- 5.4 The Supplier and/or the Captain shall at all times be entitled to decide that, as a result of weather conditions, high or low water, blocked sailing routes and similar conditions, including those relating to the Ship, the Ship cannot sail, or that it is necessary, in the broadest sense, to modify or cancel the Voyage, or to change the place of departure or arrival.
- 5.5 The Supplier shall, in such case, make every effort to cooperate in finding an alternative or a solution, provided that any additional costs in connection therewith shall be reimbursed by the Customer. It shall be within the discretion of the Supplier to determine whether an alternative or solution is capable of being implemented and whether the Supplier can reasonably do so.
- 5.6 The provisions of this article shall also apply in event that the Supplier or Captain is forced to take one of the decisions referred to herein as a result of the actions or failure to act of one or more Guests, in the case of a delay, however caused, and in the event the Supplier cannot reach the place of departure or arrival agreed to

with the Customer.

- 5.7 In the event that the Ship unexpectedly turns out to be unavailable, the Supplier shall use his best efforts to provide a comparable Ship. If this should prove impossible, the Supplier shall be entitled to rescind the Agreement. If the unavailability of the Ship is not attributable to the fault or negligence of the Supplier, the Supplier shall not be liable to pay damages or make restitution to the Customer and/or Guest. In all other cases, the liability of the Supplier shall be limited to sums already paid by the Customer pursuant to the Agreement.

Article 6. Obligations of Customer and Guests

- 6.1 The Ship shall be made available upon the commencement of the Voyage, clean and with its complete inventory. Unless otherwise agreed, the Customer shall, no later than the day of debarkation, leave the ship behind in the same condition as he found it upon embarkation, i.e., clean, and with its complete inventory.
- 6.2 The Customer and the Guests must strictly comply with all requirements and instructions, whether prescribed by law or given by or at the behest of the Supplier or the Captain, in particular but not exclusively those relating to order and safety. In the event that such requirements or instructions are not followed, the Supplier shall be entitled to suspend performance or to rescind the Agreement.
- 6.3 The Customer and Guests shall not bring anything on board other than the Luggage.
- 6.4 The Luggage belonging to the Customer and Guests shall not constitute a nuisance. The Customer and Guests shall in no case be permitted to carry with them dangerous substances (in the broadest sense of the word), or to bring on board drugs or contraband. In addition, no pets or animals may be brought on board without prior permission.
- 6.5 On the day of arrival, the Customer shall provide the Supplier with a list of the names of the Guests.

Article 7. Suppliers Right to Suspend Performance

- 7.1 In the event of non-performance, inadequate performance or late performance by or on behalf of the Customer, the Supplier shall in all circumstances be entitled to immediately suspend performance of his obligations under the Agreement, while reserving all remaining rights vis-à-vis the Customer, including any exclusion of Suppliers liability for damages.
- 7.2 The right to suspend performance shall include the Suppliers right to deny the Customer or any of the Guests access to the Ship.
- 7.3 In the event of non-performance, inadequate performance or late performance of these obligations by or on behalf of the Customer, followed by recourse by the Supplier to this right to suspend performance, the Supplier shall nevertheless be entitled to receive payment in the amount agreed upon, and shall not operate to the detriment of other or additional rights that the Supplier is entitled to enforce against the Customer pursuant to these Conditions and/or basic contract law.

Article 8. Further Rights of Supplier

Access to the Ship, as well as to the Voyage and the lodging and catering services, may be denied by the Supplier where necessary due to capacity, safety, public order, potential damage or nuisance, as well as in cases of past overdue invoices, all without prejudice to the other provisions of these conditions and reserving all remaining rights against the Customer, including any exclusion of Suppliers liability for damages.

Article 9. Payment Terms

- 9.1 Unless otherwise agreed, the Price is exclusive of costs

related to ports, bridges, locks and pilotage, as well as local charges such as tourist tax and fuel charges. These expenses must be paid on board.

- 9.2 The Customer shall pay the Supplier the sum due in the currency expressed in the Agreement within the time period provided therefore in the Agreement, without any discount, deduction or set off.
- The Customer shall at no time be entitled to suspend his obligation to make payment. Payment shall be deemed to have made on the credit date indicated on Suppliers bank or giro statement.
- 9.3 The Supplier shall be entitled, at any time up to twenty days prior to the initial date of the Voyage, to increase the Price as a result of extreme changes in the cost of carrying out the Voyage. The Customer shall, in such a case, be entitled to cancel the Agreement, provided he does so within ten days of receipt of notice to this effect.
- 9.4 Failure by the Customer to fulfill his obligation to make payment to the Supplier within the time period agreed upon therefor, shall automatically constitute default without any notice of default being required.
- From the time that the Customer is in default until the time of payment in full, interest for late payment shall be due in the amount of 2% of the amount due per month or partial month, without prejudice to the Suppliers legal right to full damages.
- 9.5 All costs connected with the collection of the amount due from the Customer, including court costs, shall be borne by the Customer.

Article 10. Complaints

- 10.1 Complaints concerning invoices shall be made within fourteen days of the invoice date.
- 10.2 The Customer and/or Guest shall communicate any complaints concerning the performance of the Agreement to the Supplier and/or the appropriate personnel present immediately (during the trip), in order to give the Supplier the opportunity to take measures aimed at correcting any situation that is the subject of a legitimate complaint.

Article 11. Cancellation

- 11.1 In the event of cancellation by the Customer, the following percentages shall be due:
- | Price for Ship | Catering and other services |
|-------------------------------|-----------------------------|
| after reservation | 15% |
| 6 - 5 months prior to sailing | 20% |
| 5 - 4 months | 30% |
| 4 - 3 months | 40% |
| 3 - 2 months | 50% |
| 2 - 1 months | 75% |
| 1 month - 1 week | 90% |
| 1 week up to sailing date | 100% |
| on sailing date | 100% |
- 11.2 Cancellation must be made by fax, with receipt to be confirmed by Supplier, or by registered mail. The date of cancellation shall be the date of receipt by the Supplier.

Article 12. Rescission

- 12.1 In the event the Customer is declared bankrupt, makes assets available to creditors, submits a request for a moratorium on payments, has an attachment levied on all or part of his assets that is not lifted or placed in custodianship within ten days after the date of attachment; or
- b. decides to proceed or proceeds with the cessation or transfer of all or a significant part of his business activities, including the contribution of his business activities to an existing or to-be-established company, or changes the objects of his business enterprise; or
- c. fails in full or in part to fulfill any legal or contractual obligation vis-à-vis the Supplier, after having received

written notice of default; or

- d. fails to pay any invoiced amount or portion thereof within the time period provided therefore, the Customer shall by operation of law be deemed to be in default, and any remaining payments shall immediately fall due.
- 12.2 Under the circumstances set forth in the previous section, the Supplier shall be entitled, without giving rise to any liability in damages and without prejudice to his other rights, such as rights relating to overdue fines, interest, and the right to demand damages, and without giving notice of default or seeking judicial intervention:
- to rescind the Agreement in whole or in part, by sending written notice to that effect to the Customer; and/or
 - to demand immediate payment of any sums due to the Supplier from the Customer; and/or
 - before performing the Agreement any further, to obtain from the Customer security for the (timely) performance of his payment obligations.
- 12.3 In the event that the Supplier elects to rescind the Agreement, the Customer shall pay liquidated damages consisting of the Price, or the amount of actual damage, if this exceeds the Price.

Article 13. Force Majeure

In the event that the Supplier is prevented by force majeure of a permanent or temporary nature from performing of continuing to perform his obligations under the Agreement, the Supplier shall be entitled, without giving rise to any liability in damages, by giving notice to that effect and without judicial intervention being required, to rescind the Agreement in whole or in part, without prejudice to the Suppliers right to demand payment from the Customer for performance rendered prior to the commencement of the force majeure, or to suspend in whole or in part the performance or continued performance of the Agreement. The Supplier shall notify the Customer forthwith of any situation involving force majeure. In the event of suspension of performance, the Supplier shall retain the right to subsequently rescind the Agreement in whole or in part.

Article 14. Applicable Law

- 14.1 Both the Agreement and these general conditions shall be governed by Dutch law.
- 14.2 Any dispute shall be submitted to the competent court in the district in which the Supplier has his place of business. In the event that the Customer is a Consumer, he shall be entitled, within one month, to designate a different court.



General Conditions

General Conditions of BBZ/MCVN/TCN (Belangenvereniging Beroeps Zeilschippers, MotorCharterVaartNederland, Traditionele Chartervaart Nederland)

Article 1. Definitions

In these General Conditions, as well as in the related Agreement, the following terms shall have the following meanings:

- a. Supplier: The owner of the Ship.
- b. Customer: Any person, whether natural or juridical, who enters into an Agreement with a Supplier.
- c. Agreement: Any agreement that is entered into between a Supplier and a Customer, including any amendments and additions thereto, whereby the Supplier agrees to conduct a Voyage on board his Ship, and to which these General Conditions apply.
- d. Guest: Any person, whether natural or juridical, who is authorized by the Customer to make use of the services of the Supplier.
- e. Voyage: The entire trip, including a stay on board the Ship, taking place during the period set forth in the Agreement.
- f. Luggage: Any luggage, consisting of easily transported or wheeled items, in the possession of a Guest.
- g. Ship: The Ship referred to in the Agreement.
- h. Price: The Price of the Voyage, as set forth in the Agreement.

Article 2. Scope of Application

2.1 These Conditions shall form part of every Agreement. These Conditions shall also apply to the precontractual relationship between the Supplier and the Customer, as of such time as the Supplier has provided them to the Customer and the Customer has not objected to their application within 7 days thereof.

2.2 General conditions that conflict with the provisions hereof shall apply only if expressly accepted by the Supplier in writing and only with respect to the Agreement(s) concerned.

2.3 Amendments or additions to any provision of the Agreement or these Conditions shall be effective only if made in writing.

2.4 The Agreement and these Conditions constitute the entire agreement setting forth the rights and obligations of the Supplier and the Customer.

2.5 In the event of a conflict between the Dutch-language version of these Conditions and any version in another language, the Dutch-language version shall prevail.

2.6 In the event that any provision of these Conditions should be invalid, the remaining provisions shall continue to have effect. The invalid provision shall be replaced by a provision that approximates, to the extent possible, the intent of the invalid provision.

2.7 The contracting parties are the Supplier and the Customer. These conditions shall also apply between the Supplier and Guests, who are not parties to the Agreement between the Supplier and the Customer, and the Customer shall be responsible for ensuring this. The Customer shall indemnify the Supplier for any and all liability of the Supplier vis-à-vis a Guest that would have been excluded if the Guest had been bound by these Conditions.

2.8 These Conditions shall also inure to the benefit of any legal or natural person upon whom, in the widest possible sense, the Supplier relies or has relied in the execution or performance of the Agreement or in the conduct of his business activities.

2.9 In the event of a conflict between the provisions of the Agreement and the provisions of these Conditions, the provisions of the Agreement shall prevail.

Article 3. Liability of the Supplier

3.1 The liability of the Supplier to pay damages for death or personal injury pursuant to part 3 of title 10 of Book 8 of the Civil Code, shall be limited to the sum of euro 140,000 per Guest. In the event that such damages take the form of an annuity, the capital shall not exceed euro 140,000 per Guest.

3.2 The liability of the Supplier to pay damages for loss of or damage to Luggage shall be limited to euro 1,000. Damage shall be limited to the current value of the Luggage. The Supplier shall have no liability for any non-pecuniary loss, indirect or consequential damages arising from the loss of or damage to Luggage.

3.3 The Supplier shall not be liable for any loss attributable to delay (irrespective of the cause thereof and whether arising before, during or after transportation), or to any deviation from the agreed upon time for starting and ending.

3.4 The Supplier shall have no liability for damages resulting from a thing, brought on board by a Guest, that the Supplier would not have permitted on board, had he been aware of its nature or character, if the Guest knew or should have known that the Supplier would not have permitted such a thing on board. The Guest shall be liable to the Supplier for any expenses and damages that may arise as a result of his having brought or having had such thing on board.

3.5 Without prejudice to article 6:107 Civil Code, in the event of personal injury suffered by a Guest, only that Guest shall have a cause of action for damages. Without prejudice to article 6:108 Civil Code, only the surviving spouse, children and parents who depended on the Guest for their support shall have a cause of action for damages. The value of the claims provided for in this section shall be based on the relative position and affluence of the claimant.

3.6 In the event that the Supplier proves that damage, loss or injury is attributable to the fault or negligence of the Guest, the Supplier's liability shall accordingly be set off, either completely or in part.

3.7 In the event that persons assisting the Supplier in performing his obligations render, at the request of the Customer or Guests, services that the Supplier is not obligated to perform, such persons shall be deemed have acted under the instructions of the Customer and/or the Guests to whom the services were rendered.

3.8 The Customer waives the right to set-off based on comparative negligence.

Article 4. Liability of Customer and Guests

4.1 The Customer and the Guests shall be jointly and severally liable for any damage, loss or injury to the Supplier caused by the Customer, Guest or their Luggage. This shall apply to damage to the Ship, to injury and damage to any persons or property located on board, as well as to injury and damage caused by the Customer, Guests or their Luggage to persons or property not located on board the Ship, in the event such damages are sought from the Supplier.

4.2 The Customer shall not be entitled to rely on the Guests' own liability.

4.3 This article shall apply without prejudice to other or additional rights, including rights vis-à-vis third parties, of the Supplier.

Article 5. Obligations of Supplier

5.1 The Ship and its crew conform to the legal requirements.

5.2 Pursuant to the Agreement, the Supplier is obligated to use his best efforts to carry out the Voyage.

5.3 The sailing route shall be determined by the Supplier in consulta-

tion with the Customer.

5.4 The Supplier and/or the Captain shall at all times be entitled to decide that, as a result of weather conditions, high or low water, blocked sailing routes and similar conditions, including those relating to the Ship, the Ship cannot sail, or that it is necessary, in the broadest sense, to modify or cancel the Voyage, or to change the place of departure or arrival.

5.5 The Supplier shall, in such case, make every effort to cooperate in finding an alternative or a solution, provided that any additional costs in connection therewith shall be reimbursed by the Customer. It shall be within the discretion of the Supplier to determine whether an alternative or solution is capable of being implemented and whether the Supplier can reasonably do so.

5.6 The provisions of this article shall also apply in event that the Supplier or Captain is forced to take one of the decisions referred to herein as a result of the actions or failure to act of one or more Guests, in the case of a delay, howsoever caused, and in the event the Supplier cannot reach the place of departure or arrival agreed to with the Customer.

5.7 In the event that the Ship unexpectedly turns out to be unavailable, the Supplier shall use his best efforts to provide a comparable Ship. If this should prove impossible, the Supplier shall be entitled to rescind the Agreement. If the unavailability of the Ship is not attributable to the fault or negligence of the Supplier, the Supplier shall not be liable to pay damages or make restitution to the Customer and/or Guest. In all other cases, the liability of the Supplier shall be limited to sums already paid by the Customer pursuant to the Agreement.

Article 6. Obligations of Customer and Guests

6.1 The Ship shall be made available upon the commencement of the Voyage, clean and with its complete inventory. Unless otherwise agreed, the Customer shall, no later than the day of debarkation, leave the ship behind in the same condition as he found it upon embarkation, i.e., clean, and with its complete inventory.

6.2 The Customer and the Guests must strictly comply with all requirements and instructions, whether prescribed by law or given by or at the behest of the Supplier or the Captain, in particular but not exclusively those relating to order and safety. In the event that such requirements or instructions are not followed, the Supplier shall be entitled to suspend performance or to rescind the Agreement.

6.3 The Customer and Guests shall not bring anything on board other than the Luggage.

6.4 The Luggage belonging to the Customer and Guests shall not constitute a nuisance. The Customer and Guests shall in no case be permitted to carry with them dangerous substances (in the broadest sense of the word), or to bring on board drugs or contraband. In addition, no pets or animals may be brought on board without prior permission.

6.5 On the day of arrival, the Customer shall provide the Supplier with a list of the names of the Guests.

Article 7. Suppliers Right to Suspend Performance

7.1 In the event of non-performance, inadequate performance or late performance by or on behalf of the Customer, the Supplier shall in all circumstances be entitled to immediately suspend performance of his obligations under the Agreement, while reserving all remaining rights vis-à-vis the Customer, including any exclusion of Suppliers liability for damages.

7.2 The right to suspend performance shall include the Suppliers right to deny the Customer or any of the Guests access to the Ship.

7.3 In the event of non-performance, inadequate performance or late performance of these obligations by or on behalf of the Customer, followed by recourse by the Supplier to this right to suspend performance, the Supplier shall nevertheless be entitled to receive payment in the amount agreed upon, and shall not operate to the detriment of other or additional rights that the Supplier is entitled to enforce against the Customer pursuant to these Conditions and/or basic contract law.

Article 8. Further Rights of Supplier

Access to the Ship, as well as to the Voyage and the lodging and catering services, may be denied by the Supplier where necessary due to capacity, safety, public order, potential damage or nuisance, as well as in cases of past overdue invoices, all without prejudice to the other provisions of these conditions and reserving all remaining rights against the Customer, including any exclusion of Suppliers liability for damages.

Article 9. Payment Terms

9.1 Unless otherwise agreed, on trips lasting more than one day, the Customer shall bear the expense of food for the Captain and other crew members.

9.2 Unless otherwise agreed, the Price is exclusive of costs related to ports, bridges, locks and pilotage, as well as local charges such as tourist tax and fuel charges. These expenses must be paid on board.

9.3 The Customer shall pay the Supplier the sum due in the currency expressed in the Agreement within the time period provided therefor in the Agreement, without any discount, deduction or set off. The Customer shall at no time be entitled to suspend his obligation to make payment. Payment shall be deemed to have made on the credit date indicated on Suppliers bank or giro statement.

9.4 The Supplier shall be entitled, at any time up to sixty days prior to the initial date of the Voyage, to increase the Price as a result of extreme changes in the cost of carrying out the Voyage. The Customer shall, in such a case, be entitled to cancel the Agreement, provided he does so within ten days of receipt of notice to this effect.

9.5 Failure by the Customer to fulfill his obligation to make payment to the Supplier within the time period agreed upon therefor, shall automatically constitute default without any notice of default being required. From the time that the Customer is in default until the time of payment in full, interest for late payment shall be due in the amount of 2% of the amount due per month or partial month, without prejudice to the Suppliers legal right to full damages.

9.6 All costs connected with the collection of the amount due from the Customer, including court costs, shall be borne by the Customer.

Article 10. Complaints

10.1 Complaints concerning invoices shall be made within fourteen days of the invoice date.

10.2 The Customer and/or Guest shall communicate any complaints concerning the performance of the Agreement to the Supplier and/or the appropriate personnel present immediately (during the trip), in order to give the Supplier the opportunity to take measures aimed at

correcting any situation that is the subject of a legitimate complaint.

Article 11. Cancellation

11.1 In the event of cancellation by the Customer, the following percentages shall be due of the price catering and other services after reservation

15-4 months prior to sailing	15%	15%
6-5 months prior to sailing	20%	
5-4 months prior to sailing	30%	
4-3 months prior to sailing	40%	
3-2 months prior to sailing	50%	
2-1 months prior to sailing	75%	
1 month - 1 week prior to sailing	90%	30%
1 week up to sailing date	100%	100%

The regulations of the company that transports or whose accommodation is used, apply to the costs of transfer (travel and stay).

11.2 Cancellation must be made by fax, with receipt to be confirmed by Supplier, or by registered mail. The date of cancellation shall be the date of receipt by the Supplier.

Article 12. Rescission

12.1 In the event the Customer

a. is declared bankrupt, makes assets available to creditors, submits a request for a moratorium on payments, has an attachment levied on all or part of his assets that is not lifted or placed in custodianship within ten days after the date of attachment; or

b. decides to proceed or proceeds with the cessation or transfer of all or a significant part of his business activities, including the contribution of his business activities to an existing or to-be-established company, or changes the objects of his business enterprise; or

c. fails in full or in part to fulfill any legal or contractual obligation vis-à-vis the Supplier, after having received written notice of default; or

d. fails to pay any invoiced amount or portion thereof within the time period provided therefor;

the Customer shall by operation of law be deemed to be in default, and any remaining payments shall immediately fall due.

12.2 Under the circumstances set forth in the previous section, the Supplier shall be entitled, without giving rise to any liability in damages and without prejudice to his other rights, such as rights relating to overdue fines, interest, and the right to demand damages, and without giving notice of default or seeking judicial intervention:

a. to rescind the Agreement in whole or in part, by sending written notice to that effect to the Customer; and/or

b. to demand immediate payment of any sums due to the Supplier from the Customer; and/or

c. before performing the Agreement any further, to obtain from the Customer security for the (timely) performance of his payment obligations.

12.3 In the event that the Supplier elects to rescind the Agreement, the Customer shall pay liquidated damages consisting of the Price, or the amount of actual damage, if this exceeds the Price.

Article 13. Force Majeure

13.1 In the event that the Supplier is prevented by force majeure of a permanent or temporary nature from performing or continuing to perform his obligations under the Agreement, the Supplier shall be entitled, without giving rise to any liability in damages, by giving notice to that effect and without judicial intervention being required, to rescind the Agreement in whole or in part, without prejudice to the Suppliers right to demand payment from the Customer for performance rendered prior to the commencement of the force majeure, or to suspend in whole or in part the performance or continued performance of the Agreement. The Supplier shall notify the Customer forthwith of any situation involving force majeure. In the event of suspension of performance, the Supplier shall retain the right to subsequently rescind the Agreement in whole or in part.

13.2 In the event that the Supplier is prevented by force majeure of a permanent or temporary nature from performing or continuing to perform his obligations under the Agreement, the Supplier shall be entitled, without giving rise to any liability in damages, by giving notice to that effect and without judicial intervention being required, to rescind the Agreement in whole or in part, without prejudice to the Suppliers right to demand payment from the Customer for performance rendered prior to the commencement of the force majeure, or to suspend in whole or in part the performance or continued performance of the Agreement. The Supplier shall notify the Customer forthwith of any situation involving force majeure. In the event of suspension of performance, the Supplier shall retain the right to subsequently rescind the Agreement in whole or in part.

Article 14. Applicable Law

14.1 Both the Agreement and these general conditions shall be governed by Dutch law.

14.2 Any dispute shall be submitted to the competent court in the district in which the Supplier has his place of business. In the event that the Customer is a Consumer, he shall be entitled, within one month, to designate a different court.

Terms and Conditions - 19 January 2011

These terms and conditions are issued on behalf of the ship "Søren Larsen", the ship owners, charterers, managers and operators of the ship "Søren Larsen" ("the Owners"). The Owners' obligations to Voyage Crew Members are governed solely by these terms and conditions.

How to Book

1. You must send us a completed and signed booking form together with a deposit of 33%. Confirmation of your booking will be issued upon receipt, but will be conditional on us receiving from you a completed medical questionnaire which is satisfactory to us; and evidence that you have taken out travel and medical insurance. The balance of the fare is due no later than 75 days prior to departure.

Cancellation

2. If for any reason your booking cannot be accepted, the deposit will be refunded. If you cancel within 30 days of booking and at least 75 days prior to departure a full refund, less an administration fee, will be made. Your deposit will be non-refundable 30 days after the date of booking. If you cancel your booking 45 days or more before the date of departure we will refund 50% of monies paid, excluding your deposit. If a cancellation is made within 45 days of departure no refund will be made.

Voyage Costs

3. Each fare includes one berth as a Voyage Crew Member on a surveyed square rigged sailing vessel, professionally crewed in accordance with survey requirements for the duration of the voyage, plus three meals per day whilst on board. The fare does not include passports or visas, insurance, any local taxes including departure and landing tax; personal clothing, medical expenses, items of a personal nature, alcohol, individual arrangements and travel to or from point of departure or arrival.

Your Role as a Voyage Crew

4. Although you will be embarking on an adventure holiday and the emphasis will be on your enjoyment of the experience, you will be on the vessel as a Voyage Crew Member. Your role as a Voyage Crew Member will involve you learning about and participating in ship-board life. Allowances will be made for age and abilities. No previous sailing experience is necessary.

Health, Fitness, Age

5. All Voyage Crew Members must be in good health and must complete a confidential medical questionnaire which will be given to you by your travel agent or posted to you with your copy of the Søren Larsen handbook. The questionnaire should be returned to our office or your travel agent within 14 days of receipt so that it can be assessed, as your medical profile may affect your ability to undertake certain tasks. Anyone who will be 70 years or older during the voyage must have their questionnaire countersigned by a medical doctor. All information given to us is kept confidential. Please note that we reserve the right to refuse your booking based on your medical information, but this right is rarely exercised and in such a case a full refund will be given. There is no upper or lower age limitation but each child under the age of 16 must be accompanied by an adult.

Insurance

6. We require you to hold a suitable travel and medical insurance policy for all voyages outside your own country. We recommend that the policy covers you for loss of deposits and fares, sickness, injury, cancellation, and additional expenses such as delay costs and loss of baggage.

Airline Connections and Bookings

7. By law we are required to see a valid airline ticket or proof of citizenship acceptable to the authorities at your point of departure. This must be given to the ship's purser when you board the vessel otherwise your voyage may be terminated without refund. We also require your flight details, itinerary, and hotel contact details, these can be emailed to the ship's office or your agent.

8. All joining and finishing points are serviced by airlines, but because of the often unique locations, we recommend you book your flights early to avoid difficulties. You should allow a day or two at the end of the voyage in case there are delays.

Additional Accommodation

9. Your travel agent will be able to arrange hotel accommodation for you prior to and on completion of your chosen voyage. If you are joining the vessel for two or more consecutive voyages you may be able to stay aboard during the days between voyages on a B & B basis at no additional charge. (An exception is when the vessel is under maintenance when you will be asked to find your own accommodation ashore). However please appreciate the vessel has to be prepared for her next voyage, so it could well be a little chaotic at times with meal times disturbed if not cancelled.

Itinerary Changes

10. Changes and delays to any itinerary may occur as a result of weather or sea conditions, readiness of the vessel, mechanical breakdown or any other reason. The vessel may make use of her engine to maintain schedules. All decisions will be made by the Master and no refunds will be available as a result nor is liability accepted by the owner or travel agents as a result of any of these matters.

Berths and Cabins

11. The allocation of berths to Voyage Crew Members will be at the sole discretion of the Owners and the Master. Voyage Crew Members may at any time be required to move from any berth to any other berth.

Additional Special Terms (new 2006, ammended 28 Oct 2010)

12. Voyage Crew Members must comply with all directions given by the Master or on his behalf for the maintenance of order and cleanliness on board the ship and for the safety of the ship and all persons on board.

13. Voyage Crew Members must not take on board goods of a potentially noxious, dangerous, hazardous, inflammable, explosive or damaging nature, including cartridges, firearms, non-safety matches and acids. The Voyage Crew Member will be liable for and shall indemnify the Owners against any loss or damage arising from breach of this term. The Master or his delegated officer may enter any cabin at any time for the purpose of searching for controlled or prohibited substances which the Master suspects are in the cabin; or for purposes associated with any repair or maintenance work aboard the ship. The Master or his delegated officer shall in such circumstances be entitled to take with him any crew members that are deemed necessary for the purposes of such search, repair or maintenance.

14. The Owners shall not be liable for any loss whatsoever suffered by any Voyage Crew Member in respect of any loss of or damage to the Voyage Crew Member's property whether such property is on or near the ship or any premises used by the Owners, or in any conveyance used by the Owners for the transportation of Voyage Crew Members and/or their property, whether or not any such loss is caused by the negligence or fault of the Owners or their servants, agents or independent contractors. "Property" includes baggage, money, valuables and any other property whatsoever of the Voyage Crew Member.

15. If the performance of the voyage or proposed voyage is, or in the opinion of Owners is likely to be, delayed, hindered, postponed or prevented by Acts of God, intervention or interference of any kind by a Government or a Ruler, war or preparation for war whether or not a declaration of war has been made, or armed hostilities, riots, insurrection or civil commotions, delay in transport, delay in delivery or non-delivery of materials or equipment for the ship, reduction of normal working hours, labour disputes, strikes, lockouts, shortage of labour or materials, fire or other damage affecting the ship or the premises of the Owners, abnormal weather conditions, or by any other cause of any kind whatsoever beyond the control of the Owners, or if the Owners consider that for any reason whatsoever proceeding to, attempting to enter, or entering or remaining at the port or place of disembarkation may expose the ship to risk of loss or damage or delay, the Voyage Crew Members and their property may be landed at the port of embarkation or at any port or place which the Owners or Master in his or their discretion may reasonably decide on, at which time the responsibility of the Owners shall cease and this contract shall be deemed to have been fully performed; or if the Voyage Crew Member has not embarked the Owners may cancel the proposed voyage. The Voyage Crew Member shall have no claim whatsoever against the Owners in respect of such refusal or cancellation.

16. The Owners shall not be liable for any delay or inconvenience, or for any loss, expense, or damage howsoever resulting therefrom which is suffered by any Voyage Crew Member, whether or not such delay or inconvenience, or resulting loss, expense, or damage, arises from negligence or default of the Owners, their servants, agents or independent contractors and whether on land or at sea.

17. In accepting these terms and conditions each Voyage Crew Member is deemed to offer to the Owners as agent for the Owners' servants, agent and independent contractors ("Protected Persons") (such offer being accepted by the Owners as such agent) to confer on them the following protections:-

(i) Where acceptance of the offer constitutes a contract of which New Zealand law is the proper law, the benefit of every limitation of or exception from liability, and of every defence or immunity from claims, provided for the benefit of the Owners under these terms and conditions, or

(ii) In any other case, complete and total exemption from all liability and immunity from all claims howsoever arising and whether or not involving any negligence or fault on the part of the Protected Person.

The consideration for such offer and for any contract made pursuant thereto shall be the provision or prospective provision by any of the Protected Persons of any services for the benefit, whether direct or indirect, of the Voyage Crew Member or in connection with the performance by the Owners of their obligations under these terms and conditions.

Acceptance by the Owners of such offer shall be deemed to be ratified severally by the Protected Persons (whether or not any of them then has actual knowledge of the terms of the offer) upon their providing any such service as aforesaid whether or not the Voyage Crew Member has notice thereof.

18. The Voyage Crew Member shall be liable to and shall reimburse the Owners for all damage to the ship and its furnishings and equipment, or any property of the Owners, caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Voyage Crew Member, and the Voyage Crew Member shall indemnify the Owners and its agents and servants against all liability whatsoever which the Owners or such agents or servants may incur towards any person or entity for any personal injury or death, loss or damage to property caused directly or

indirectly in whole or in part by any wilful or negligent act or omission on the part of the Voyage Crew Member.

19. In case of quarantine, each Voyage Crew Member must personally bear all risks and expenses thereby caused including the cost of maintenance during the period of detention. The Voyage Crew Member agrees to abide by all orders and direction of the ship's Master or any medical officer purporting to represent the government of any nation or department thereof.

20. The Voyage Crew Member assumes all risk of war and warlike operations and releases the Owners from all claims and liabilities of any sort or description in any way connected with the risk of war or warlike operations of any kind or description. The ship may sail with or without lights and if necessary in the judgment of the Master or Owners to avoid the danger of hostile attack, may fail to observe any practices, rules or regulations which may be applicable in times of peace. The Owners shall not be liable for any errors in judgment of the Master or personnel of the ship in seeking to avoid capture, seizure, detention or destruction. The ship may sail armed or unarmed or with or without convoy and may carry any contraband, explosives, munitions, warlike stores and hazardous cargo unless prohibited by statute.

21. The Owners shall have liberty to comply with any orders, recommendations or directions whatsoever given by the government of any nation or by any department thereof, or any person acting or purporting to act with authority of such government or department, or by any committee or person having under the terms of the war risks insurance on the ship the right to give such orders, recommendations or directions, and if by reason of and in compliance with any such orders, recommendations, or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this contract. Disembarkation of any Voyage Crew Member or discharge of their property in accordance with such orders, recommendations, or directions shall constitute due and proper fulfilment of the obligations of the Owners under this contract.

22. If for any reason whatsoever the Voyage Crew Member is refused permission to land at the port of disembarkation or any other port, the Voyage Crew Member and their property may be landed at any port or place at which the ship calls or be carried back to the port of embarkation or be provided with such form of transport to such destination as the Owners may by law be obliged to arrange and shall pay the Owners full fare according to the tariff in use at such time for such further carriage or transport which shall be upon the terms herein contained or such other terms as the Owners may arrange on behalf of the Voyage Crew Member. The Voyage Crew Member shall indemnify the Owners against all loss and expense incurred in connection with or as a result of such refusal or permission to land.

23. To the extent that in any given case the Athens Convention is held to apply then, in the event of any inconsistency between these terms and conditions and those of the Athens Convention, the terms of the Athens Convention shall prevail to the extent of such inconsistency.

24. To the extent that the law of the flag of the vessel is held to apply to and govern the relationships between the Owners and the Voyage Crew Members and the obligations of the Owners towards Voyage Crew Members then, to the extent of any inconsistency between these terms and conditions and the law of the flag state (where such law cannot be contracted out of) the law of the flag state shall prevail.

25. Subject to clause 24 above, the contract of which these terms and conditions form part is deemed to have been made in New Zealand. The contract and any proceedings relating to it shall be governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction in respect of such proceedings. The Voyage Crew Member submits to such exclusive jurisdiction.