

# Bark Europa

## THE BARK EUROPA

02

History of the ship  
Life on board  
Safety  
Technical details

## PRACTICAL INFORMATION 06

Seasickness  
Medical care  
Insurance  
What to bring  
How can you be reached on board  
Transfers  
Money  
Recommended literature

## DESTINATIONS

09

Antarctica  
South Georgia  
Tristan da Cunha  
Falkland Islands

## THE CLIMATE

14

Ice

## ASHORE

15

## BOOK THE VOYAGE

15

Contact the shipping company

## GENERAL CONDITIONS

17



## THE BARK EUROPA

### The history of the ship

The EUROPA was built in 1911 under the name of “Senator Brockes” at the Stulcken shipyard in Hamburg, at the request of the city of Hamburg. The ship was put into service as Elbe 3 lightship on the river Elbe, and later worked as a stand-by vessel. In 1986 the ship was brought to the Netherlands. Over a period of 8 years, she was completely rebuilt and rigged as a three-masted barque. The rebuilding and conversion to a sailing vessel was carried out under the supervision of the Dutch Shipping Inspection, Bureau Veritas and Register Holland. She sails with worldwide certificates from each of these authorities and she complies with the highest requirements for sailing ships.

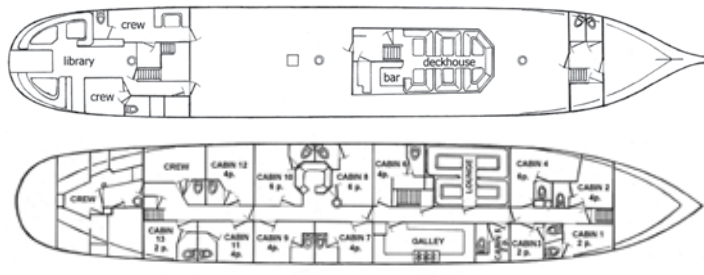
### Life on board

The bark EUROPA is registered as a sail training ship and as such you will be mustered as crew. This means that, more so than on a passenger ship, you will get extensive safety instructions and we ask you to join in the watch system.

Participating in sailing and running the bark EUROPA is part of the overall experience on board. The watch system consists of joining the permanent crew for 4 hours, after which you will be off for 8 hours.

Everyone is welcome to take the helm, set sails, assist with manoeuvres, navigation, weather observations, furling the sails on the yards and much more. Sailing experience is not necessary. Instructions will be given in watch responsibilities, basic sail theory, line handling, steering and navigation. The level of participation will depend on your interest and physical condition. One hour on board the Bark EUROPA and it will be instantly clear: “teamwork” has to be the key to this beautiful traditional sailing vessel.

The ship is ideal for ocean crossings and longer voyages, with various places for relaxing:



Deck plan. All cabins have an en-suite toilet and shower





library, lounge, cosy corner and deckhouse.

These different areas allow you to do your own thing: perhaps some quiet reading or perhaps a more active role in the social life in the deckhouse. The ship is equipped with television/ DVD, CD player, I-pod and radio. There are four 2-person cabins, four 4-person cabins and four 6-person cabins. During these expeditions the 6-person cabins will have a maximum of 5 occupants. The comfortable cabins each have an en-suite toilet and shower. An experienced cook and cook's assistant will prepare three meals a day. There will also be an experienced guide on board, who has a lot of knowledge of the region and the flora and fauna.

The majority of the crew is Dutch, but usually you will find various nationalities among the crew. All crew speak English, some are native speakers.

1. bar
2. deck house
3. poker corner
4. library
5. bathroom
6. 2 person cabin
7. 6 person cabin



Photo: H. Semelits, © 2004



### Safety

The EUROPA is a very solidly built ship. She is fitted out for worldwide sailing and has all the safety certificates required under Dutch law for these activities.

The Royal Dutch Meteorological Institute, the KNMI, selects the ship to monitor the weather whilst at sea. To enable us to do this, they have supplied the ship with specialised equipment for

taking observations. In return, the KNMI analyses our weather reports and provides routing. A minimum of 10 experienced, professional crewmembers will ensure the ship's safe operation. They possess all the necessary professional qualifications. Our safety equipment comprises life jackets, life rafts, fire extinguishing equipment, fire-fighting outfits with breathing apparatus, diving equipment, a comprehensive stock of



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Photo: © Rolf Vogel

medicine, an emergency sick bay, EPIRB, and radar transponders.

The EUROPA's navigational and communication equipment comprises radar, a compass (in the wheelhouse, on deck and in the rescue boat), a satellite navigation system, an echo sounder, a sextant, one SSB transmitter, two Inmarsat-C terminals, an Iridium Satellite telephone, two VHF transmitters, a number of portable VHF's and an emergency radio transmitter.

The EUROPA has two zodiacs and a sloop with outboard engines.

In addition to a drinking water capacity of 12.250 litres in permanent tanks, we are able to convert seawater into drinking water using a water maker. Food stores will be taken on board just before our departure. We will also take on board 20,000 litres of diesel to fuel the heater, the

generators and the two main engines. The ship has a power supply of 220V AC (50 Hz). The plugs on board are as used on the European continent (two-pins).

#### Technical details

<b>Built:</b>	1911
<b>Home port:</b>	Scheveningen, The Netherlands
<b>Length overall:</b>	56 m
<b>Beam:</b>	7.45 m
<b>Draft:</b>	3.9 m
<b>Air draft:</b>	33 m
<b>Max sail area:</b>	1250 m <sup>2</sup>
<b>Engines:</b>	2 x 365 hp
<b>Call sign:</b>	PDZS



## PRACTICAL INFORMATION

### Seasickness

A sailing ship at sea in strong winds is much steadier than a motor vessel. Most will get used to the motion of the ship after a few days. Being relaxed when you come on board, a nutritious diet, and sufficient sleep are the best ways to overcome seasickness. If you fear that you might be susceptible to seasickness, you can take pills for seasickness. Please buy these before you leave home. We advise against anti-seasickness patches placed behind the ears due to possible side effects. During the crossings of the Drake Passage there will regularly be strong winds. In Antarctica we sail in sheltered waters and nobody will be seasick.

### Medical care

When undertaking a long ocean voyage where you are several days of sailing away from the inhabited world, it is important to realize that extensive medical care is not available. Transport to the mainland is often impossible. On board there are crewmembers with a medical training. Most of the times on these voyages there will be a doctor on board. There is an emergency hospital with a number of medicines and wound

dressings. If you have a disorder or sickness for which you use medication, we expect you to bring these on board yourself.

As well, we ask you to inform the office of the EUROPA about this condition. If you are susceptible to certain things like cold sores or cystitis, please bring your own medication with you. Because we live close to each other on the ship, colds or influenza are easily passed on to others. We advise you to take an anti-influenza injection before departure. It would be a shame to have to spend a few days in your bunk during such a unique voyage.

If you have questions about a specific health problem, we advise you to get in touch with the office of the shipping company. They can put you in contact with one of the ship's doctors.

### Insurance

The "EUROPA" is properly insured for possible legal liabilities during your stay on board. The "EUROPA" does not cover possible damage while being ashore.

Naturally you must have a healthcare insurance in your own country. Apart from that you also need to have a travel insurance covering this voyage. We also advise you to have a cancellation insurance.

### Travel insurance

This short-term insurance we can offer to all residents from the Netherlands, Belgium, Luxemburg and Germany who have healthcare insurance in these countries. Please contact us if you are interested.

### Cancellation insurance

The price of a short-term cancellation insurance is 5,5% of your total voyagefare plus Insurance premium tax and administration costs. If you would like to include the fare of your airline ticket in this insurance just add this to your total voyagefare.

### What to bring

- Certificates of medical and travel insurance.
- A valid passport. It is important that you check with your own embassy for visa requirements pertaining to each country.
- Toiletries and personal medication.
- For use on deck: shoes with a flexible non-slippery profile. It is important that your shoes are watertight.
- Strong rubber boots with a thick, flexible sole and warm socks are recommended. When you go ashore from the dinghy you might get up to your ankle into the water

sometimes. They are also practical when walking near penguin colonies where the ground may be boggy.

- Binoculars for whale- and birdwatching.
- Photo camera and/or video camera with spare batteries. Take enough memory cards with you; there will be no opportunities to buy any under way. Also spare batteries are recommended. Remember that the batteries might go flat very quickly in the low temperatures.
- Sunglasses and sun screen. The sun's rays are particularly strong at sea.
- Water- and windproof clothing.
- Thermal underwear, including long johns, waterproof sailing gear, more than one pair of warm and also waterproof gloves.

- Woollen or fleece hat. Several thin layers of clothing give better protection against the cold than one thick layer. Ashore, lightweight waterproofs are handy.
- Please make sure that your (rain) gear and boots are clean when you join the ship. We like to prevent taking bacteria or seeds to Antarctica from your last visit outdoors.
- Also on velcro small particles can be found.
- A small rucksack or shoulder bag is handy for walks ashore.

#### What not to bring

- Your bunk has a comforter/duvet with cover, one pillow with pillowcase and a sheet.
- You do not need to bring a sleeping bag.
- Suitcases take up a lot of space in your

cabin and cannot be stowed, so we recommend you use soft luggage bags.

- It is not allowed to bring your own drinks or large amounts of food on board.
- Jewellery and other valuables

#### Other facilities

- There is a washing machine on board. However, its use is limited. We can only use it if there is not too much swell. That means that you can only sometimes give a small amount of clothes to the crew to wash.
- Books: On board you will find many books about Antarctica, ships and sailing. But there are also novels available in English or Dutch language.
- On board you will be able to send a limited



### Recommended literature

*Antarctica, a guide to the wildlife* by Tony Soper. A small and handy booklet on the most common birds, seals, whales and penguins. ISBN 1-8983-2347-X.

*Albatrosses, Petrels and Shearwaters of the World (Helm Field Guides)* by Derek Onley, Paul Schofield. A&C Black, ISBN 9780713643329. Paperback, 224 pages.

*A complete guide to Antarctic wildlife* by Hadoram Shirihai. Pictures and stories on the wildlife in and around the Southern Ocean. Princeton University Press, end of 2007. ISBN 951-98947-0-5.

*Birds of southern South America and Antarctica* by Martinde la Peña and Mauriced Rumboll. ISBN 0-00-220077-5.

*Whales, dolphins and porpoises* by Mark Cawardine. In our opinion this is the best identification guide for whales worldwide. ISBN 0-7513-1030-1.

*Lonely Planet Antarctica* by Jeff Rubin. Read the Antarctica experience from one of the travelers on board EUROPA on page 173 in this 4th edition. ISBN 978-1-74104-549-9.

*'Whales, Dolphins and Seals - a field guide to the Marine Mammals of the World'* by Hadoram Shirihai en Brett Jarrett. A&C Black Publishers Ltd., 2006. ISBN 0-71367-037-1.

*"SOUTH" sir Ernest Shackleton. Expedition*, report from Shackletons last voyage from 1914 - 1917. ISBN 9-04500-343-0.

*'Antarctic Oasis – Under the spell of South Georgia'* by Tim and Pauline Carr. A travel account of South Georgia with excellent maps and photographs. In the bookstore under ISBN number 0 393 04605 2.

amount of text-only e-mails to the shore for a standard fare per line. There is no internetconnection on board.

### How can you be reached on board

Friends and family can follow your voyage online via internet, [www.barkeuropa.com](http://www.barkeuropa.com). Click on 'logbook'. The Captain or (voyage)crew updates the expedition log on a regular base. Under the button 'follow the ship' you will find a chart with a recent position of the EUROPA.

In the event of an emergency, the ship can be contacted via the owners of the EUROPA, Rederij Bark EUROPA b.v.. They contact the ship on a daily basis via satellite connection.

### Transfers

We advise people who are flying from another country than the Netherlands to arrange their own transfer to and from the ship. Normally, if you book your flight in your own country it is cheaper. As mentioned, please plan to arrive one day before embarkation.

If you have trouble finding a good transfer we might be able to help you. We kindly ask you to send us your flight schedule so we can inform the ship about your arrival- and departure time.

### Money

Extra costs for drinks at the bar and email are paid at the end of your trip in cash. We can not accept creditcards

## DESTINATIONS

### ANTARCTICA

Some people become interested in the North and South Pole after reading about the voyages of Willem Barentz and Shackleton. Others are more fascinated by the rich wildlife or the beauty of the unspoilt natural environment. Antarctica is one of the oldest continents on our planet, but man has always been unable to live here because of its extremely cold climate. It is the last great wilderness on Earth. Over the years, thousands of tourists have visited this continent. A couple of thousand researchers spend the southern summer living in several research stations. During the southern winter, that number dwindles to less than 1,000. When winter grips this great, white desert, tourist activity is no longer possible.

#### Flora and fauna

Antarctica is a huge, cold, white plain, which appeals to the imagination of everybody. Many are fascinated by the rich wildlife or the beauty of the unspoilt Antarctic natural environment. All penguin species are restricted to the Southern Hemisphere, but the greatest concen-

trations are on Antarctic coasts and sub-Antarctic islands; On the peninsula Gentoo and Chinstrap Penguins are the most common. Near the colder Weddell Sea we also find Adelie and Emperor Penguins, although the Emperor penguin is seen more rarely.

The Antarctic waters support a vast variety of seabirds. Only a few species are adapted to breed regularly on the continent. Skuas are widespread and prominent in the Antarctic. They prey heavily on the eggs and chicks of penguins and small petrels. Also prions, fulmars, and shearwaters are often seen, as well as terns, sheathbills, and two species of cormorants.

Fish and krill in the Antarctic are important components of the marine ecosystems. They are major prey for higher predators, including the baleen whales, as the Humpback, Minke and Fin Whale. The Orca or Killer Whale is also seen in this area.

There are many seals. Depending on the species, seals feed on fish and squid or krill. The Leopard Seal is a predator of penguins and other seals. Seals can leave the water and move on dry land to breed, rest and moult.

The greater part of the Antarctic continent is covered by permanent ice and snow. Less than 1% is available for colonisation by plants. Most of this ice and snowfree land is found along the Antarctic Peninsula. There are no trees or shrubs and only two species of flowering plants; Antarctic Hairgrass and Antarctic Pearlwort are found.

The vegetation is predominantly made up of lower plant groups (mosses, liverworts, lichens and fungi), which are specially adapted to surviving in extreme environments.

Photo Willemijn van Haeften, © 2010



Photo Thijs Heslenfeld, © 2007



Photo: F. Bak, © 2003



Gerlache, the first wintering took place.

Several countries claim territorial rights over different parts of the continent, but no country has ownership or sovereignty over any part of Antarctica. Following the International Geophysics Year 1957/58, the Antarctic Treaty of 1959 was drawn up, sharing responsibility for the continent between twelve countries. It was agreed that Antarctica would only be used for scientific research activities and that free access to the results of all research would be guaranteed. No type of military activity is allowed on any part of this territory and territorial claims of any sort are prohibited. In 1991, an Environmental Protocol was drawn up to introduce new regulations applicable specifically to tourism. During our visit to Antarctica we will adhere strictly to these regulations. Furthermore Rederij bark EUROPA is a member of IAATO, an organization founded in 1991 to advocate, promote and practice safe and environmentally responsible private-sector travel to the Antarctic. We consider it a great honour to be able to see this immense monument of Nature with our own eyes.

## History

Many people become interested in the South Pole after reading about the voyages of Shackleton. The history goes further back to Captain Cook who passed the South Pole circle in 1773 and made a voyage around the continent. It was suspected there was a continent, but nobody did see Antarctica during this voyage. In 1819 the South Shetlands were discovered with on the beaches an enormous number of fur seals, over the next three seasons people slaughtered almost all of them. A hundred years ago, during a Belgian Antarctic expedition from 1897 to 1899, under command of Adriën de



## SOUTH GEORGIA

### Flora and fauna

South Georgia belongs to the sub-Antarctic islands that surround Antarctica. It is 120 kilometres long and 32 kilometres wide. It is rocky, geologically an offshoot of the Andes. Besides the highest mountain 'Mount Paget' (2.934 metres), 12 other peaks of more than 2000 metres high arise. There are 150 glaciers that offshoot in spectacular fjords.

There is an extremely rich animal life. Seals, penguins and seabirds live in the seas around Antarctica and look for a place on land to raise their young. Because only a small area of Antarctica is not covered by ice, many animals choose the safe beaches and cliffs of



Photo: © H.Semeins

a Sub Antarctic island such as South Georgia. Especially Wandering Albatrosses and Black-browed Albatrosses are commonly seen.

South Georgia is home to different species of penguins. Sometimes we will see the Macaroni and Gentoo Penguin. The most common is the King Penguin. On the whole island there are around 30 rookeries with a population of over 400,000 pairs. In addition to this we will also see rookeries of Chinstrap Penguins.

South Georgia is home to 95 percent of the world population of Fur Seals, 1.8 million at present. Groups of Elephant Seals, some 300,000 on South Georgia, occupy the beaches.

Fortunately more Humpbacks have been sighted in recent years. The sea is full of krill here, the food for these baleen whales. Other kinds of whales, such as Killer and Fin Whales have been seen occasionally.

In the past South Georgia was famous for its whales, witness the whaling stations, which are still there. In 1910 Norwegian whaling companies introduced reindeer, for sport and to serve as food. There are still some 2000 left, but each year after a harsh winter their number drops.

Vegetation, like tussock grasses but also some other species is only to be found in the low coastal areas. South Georgia boasts 26 (native) species of plants. Furthermore, there are various herbs, as well as rushes and over 125 different species of mosses. Striking are the Red Burnet and the Yellow Antarctic Buttercup.

Shallow coastal waters are filled with three species of kelp; it is the place where young fishes find their food. This flora is related to that of the Falkland Islands and southern South America. There are fewer species because of the long way seeds have to travel across the sea.

### History

In 1775 Captain Cook was the first to land on South Georgia; he claimed the island in the name of King George III. South Georgia is British territory, but has also been claimed by Argentina. At present the governor of the Falkland Islands administers the island.

In 1904 in Grytviken a large Norwegian whaling station was established and a number of people

lived of the processing of whale oil. In the sixties the whaling industry collapsed and the whaling stations were deserted.

Many of us have heard the incredible story of Sir Ernest Shackleton, who in 1916 crossed the island looking for help for the crew of his *Endurance*, stranded on Elephant Island. While waiting for help, the crew survived by eating the meat of penguins and seals.

## TRISTAN DA CUNHA

### Flora and fauna

The 40 kilometres of coastline is exposed to the storm tossed seas, comprising magnificent basalt cliffs, some rising steeply to 600 meters. The vegetation is lush and green, with a dominance of grasses, mosses, ferns and low bushes. Due to human activities, the seabird fauna of Tristan has been severely depleted. Its neighbouring islands, Inaccessible and Nightingale are an ornithologists dream, with fourteen different types of petrels, including Great Shearwater, prions and other storm petrels, Rockhopper Penguins, Yellow-nosed Albatross and the Wandering Albatross. Also two endemic finches and a thrush. In addition, Inaccessible has the diminutive Inaccessible Rail, the smallest flightless bird in the world. Inaccessible has been declared a strict nature reserve.

On Nightingale the islanders are still allowed to harvest the eggs and chicks of the shearwaters. The surrounding seas are rich in fish, providing Tristan da Cunha with one of its main sources of revenue - crayfish. Caught and deep-frozen, the crayfish is shipped via South Africa to the United States and Japan, where it is much appreciated as a delicacy.

Elephant Seals and Fur Seals, whose populations are now recovering after the massacres in the previous century, visit the beaches of the Tristan group. Shallow waters around the islands are the playground for the Southern Right Whale.

### History

In 2006 it was 500 years since the Portuguese explorer Tristan da Cunha, when sailing from Brazil to

Cape of Good Hope, discovered what is now the most remote inhabited island on Earth. However, he found it was impossible to land, as the sea was tempestuous. The first settler to arrive on the island was an American - Captain Jonathan Lambert - who landed in 1811 and promptly declared absolute possession of the island of Tristan da Cunha. Unfortunately he drowned while fishing in 1812 together with 2 other men. In 1816, the British annexed the island and set up a garrison as a precaution against the French who, it was thought, were planning to rescue Napoleon from exile on the island of St Helena.

In the end it was Corporal William Glass from Kelso in Scotland, who is regarded as the founder of the present community. Following a tour of duty with the garrison, he returned with his coloured wife, their two children and two companions. They made up the total of six inhabitants after the garrison had finally departed.

The community was still no more than eleven flax thatched cottages built from blocks of volcanic rock when, in 1867, HRH Prince Alfred, Duke of Edinburgh and second son of Victoria, visited the island while voyaging round the world and gave the settlement of Edinburgh its



Photo Hajo Olij, © 2004

present name.

The Settlement of Edinburgh now numbers just under 300 proud and hospitable people with only seven surnames among them. Through the islander's veins flows the blood of English sailors from Nelson's fleet, Americans, Italians, Dutch and mulattos from St Helena

and South Africa. English is the native tongue, albeit a slightly strange, preserved Georgian dialect laced with a few early Americanisms. In 1961 a dramatic volcanic eruption forced the evacuation of the entire island, they were taken to what we glibly refer to as 'civilisation'.

Almost all chose to return to the island when the eruption was over. Life in Tristan da Cunha has strong family loyalties and high moral standards. Crime is unknown, unemployment is non-existent. This is called "the remotest island in the world". Administratively, the Tristan group is a dependency of the British colony Saint Helena. Tristan can only be reached by ship, usually about six times a year.

## FALKLAND ISLANDS

### Flora and fauna

The Falkland Islands have a varied flora and fauna due to their isolated location, mild climate and rich waters. The Magellanic, Gentoo, Rockhopper, Macaroni and King penguins, Black-browed Albatross, Striated Caracara, Elephant Seals, fur seals, dolphins and whales can be found on or around most of the islands. Next to Tussock grasses (or bunch grasses) and gorse other species like the lady's-slipper orchid can also be found on the Falkland Islands.

### History

There is some disagreement about which European explorer first set foot on the islands. The islands appear on numerous Spanish and other maps beginning in the 1520s. The English explorer John Davis, commander of the *Desire* is recorded as having visited the islands in 1592. Many give the credit to Sebald de Weert, a Dutchman, who discovered the islands in 1600.

The Falkland Islands have been under Spanish, British or Argentinean rule ever since. The latest dispute gave rise to the Falklands War in 1982 between Argentina and the United Kingdom. Although the dispute over control of the islands has continued since the war diplomatic relations between Argentina and the UK were resumed in 1992.

## THE CLIMATE

Antarctica is the driest and coldest continent on the Earth, and is surrounded by a wild ocean. The central plateau is a desert with temperatures as low as  $-50^{\circ}\text{C}$  and  $-60^{\circ}\text{C}$ . EUROPA will visit the impressive lower coastline where it is less cold. The sun often shines and temperatures on average will vary between  $0^{\circ}\text{C}$  and  $+5^{\circ}\text{C}$ , a pleasant temperature. When there is no wind, you may come on deck or go ashore wearing just a warm jumper and trousers. When it is rainy or windy however, a warm waterproof jacket really is necessary. Remember that we are in Antarctica, even though it is summer.

### Ice

As we approach the Antarctic Peninsula, we will probably come across large tabular icebergs. Icebergs are normally visible on the radar, but on our passage to Antarctica we will be extra alert during the short night watches and in bad weather. A good lookout will be kept at all times. Once an iceberg was seen which was 335 km long and 97 km wide, roughly the same size as Belgium. It takes years for an iceberg of that size to melt. When icebergs calve off the Antarctic ice cap, they drift north where they are caught up in the tidal streams which carry them east at a speed of 13 km per day. A large iceberg drifting into warmer waters breaks up into smaller parts. Eventually it reaches the Antarctic Convergence Zone, where it melts. The limit of permanent and, for EUROPA impenetrable pack ice, lies to the south of the places we like to visit, but fields of densely packed icebergs might still block the way to a planned destination.

During the longer ocean voyages on the EUROPA we are on the Southern Ocean. With a strong wind it can be really cold, especially in combination with snow or hail. On South Georgia it is less cold than on Antarctica, but there usually is more rain and wind. In summertime it can also be sunny and warm.

De Falkland Islands have a moderate climate. In winter temperatures are around  $0^{\circ}\text{C}$ . In summer it sometimes is around  $20^{\circ}\text{C}$ . Summertime on the Falkland Islands is from



November till March.

In Cape Town, South-Africa temperatures in April vary from  $10^{\circ}\text{C}$  at night to  $22^{\circ}\text{C}$  during the day.

## ASHORE

It will not always be easy to find good landing places. Steep icefalls, cliffs and the swell of the sea might hinder safe landings, but as long as luck is on our side the Antarctic world will be open to us. The terrain is often hilly and there is a lot of snow. You might sink up to your ankles in snow.



Photo Luke Gregor, © 2005

In Antarctica there are no customs authority, no police force; we will voluntarily adhere to the Environmental Protocol. We have to take extra care when provisioning to ensure that we create as little waste as possible. Our crew will sort our daily rubbish separating paper, glass, plastic, cans, etc that we will take back to South America. Food waste will only be disposed off overboard when we are far out at sea after passing the Antarctic Convergence zone.

In previous years we were able to go ashore in Tristan da Cunha, but when the swell is too big, it will be impossible to land.

## BOOK THE VOYAGE

If you need some time to decide before you book your voyage we can offer you an optional reservation. We will block your berth for two weeks without any obligations, so you can make any necessary arrangements. You can book by sending the signed and completed booking form and health declaration to the EUROPA, the address is mentioned on the booking form. In this form you are asked to give your passport details, date of birth, etc. We need this information to be able to compile the passenger lists as required by customs. We therefore ask you to

fill in this information as completely as possible. We will of course treat this information confidentially. After receiving your booking form we will send you a booking confirmation with the invoice and the terms of payment. A few weeks before departure you will receive the final information. We'll take care of your voyage to the last detail.

16

**BOOKING OFFICE:**

Classic Sailing  
Parton Vrane  
Portscatho  
TRURO TR2 5AA

Debbie & Adam Purser or  
Georgia Witchell

tel 0044 (0)1872 580022  
skippers@classic-sailing.co.uk

on line booking reservations  
and travel/flight tips to ports:  
[www.classic-sailing.co.uk](http://www.classic-sailing.co.uk)

Photo: Hajo Olij © 2004



## 7. GENERAL CONDITIONS BBZ/TCN VERSION 2010

Belangenvereniging Beroeps Zeilshippers,  
MotorCharterVaartNederland, Traditionele  
Chartervaart Nederland

### Article 1. Definitions

In these General Conditions the following definitions will be used:

- a. The carrier: natural or legal person who is entitled to sign one or more of the agreements mentioned in these conditions with the customer.
- b. The customer: natural or legal person who is entitled to sign one or more of the agreements mentioned in these conditions with the carrier.
- c. The agreement: every agreement that is arranged between carrier and customer in these conditions.
- d. The guest: every third party whom the carrier permits to enter the ship based on the agreement signed by the customer.
- e. The boat trip: the total of the cruise with and the stay on board of the ship during the period mentioned in the agreement.
- f. The luggage: luggage that the customer and/or a guest can comfortably carry in one time; existing of suitcases, bags, kit bags and/or backpacks.
- g. The ship: the ship as mentioned as such in the agreement.
- h. The price: the price that is mentioned as such in the agreement.
- i. The captain: the person who is in charge of the ship.

### Article 2. Applicability

- 2.1 The conditions apply to all agreements, including offers relating to the establishment of this agreement, which the carrier signs with the customer in relation to the transport and/or catering services and everything that is related to this in the widest sense, unless otherwise is agreed.
- 2.2 These conditions also apply to the carrier and the guest. The customer is responsible for this and indemnifies the carrier for all claims that the host and/or any other carrier make on the carrier's liability, as far as the carrier's liability would be exempted if the customer would make this claim against the carrier.
- 2.3 These conditions also apply on the behalf of all natural and legal persons who are hired by the carrier in the broadest sense, or has hired when concluding and/or

- executing the contract.
- 2.4 These terms are valid, excluding and expressly rejecting all other terms of use, which are applicable except if otherwise expressly is agreed in writing.
  - 2.5 Individual changes or additions should be recorded in writing.
  - 2.6 These conditions can have been translated from Dutch into another language. In the case of possible differences in the texts that result from this translation, the Dutch text will prevail.

### Article 3. The offer/Tender

- 3.1. A general offer by the carrier, including by means of brochures, advertisements and websites are optional and may be revoked by the carrier. Withdrawal must take place as soon as possible, but in any case within two working days after acceptance by the customer.
- 3.2 An individual offer will be made by the carrier in writing or electronically, with a date. This provision clearly indicates whether it concerns a binding or irrevocable offer, and includes the deadline.

The offer states:

- a. the total traveling amount and the percentage that must be pre-paid;
- b. the method of payment;
- c. the maximum number of guests per ship;
- d. the place, date and time of embarkation and disembarkation;

The first offer will be accompanied by a copy of these general conditions.

### Article 4. The agreement

- 4.1 The agreement is established, except in the case of withdrawal referred to in Article 3.1, by the client's acceptance of the offer. The carrier will send written or electronic confirmation to the customer, after the conclusion of the agreement.
- 4.2 The customer will provide the carrier before or, at the latest, prior to departure all information about him- or herself and the guests that he or she has registered.

### Article 5 Cancellation

- 5.1 If the customer wishes to cancel the contract, he or she must inform the carrier as soon as possible in writing, by means of a letter. The date of receipt by the carrier will be valid as the date of dissolution.
- 5.2 In case of cancellation the customer needs to reimburse the carrier a fixed compensation.

Compensation for the ship:

- 15% in case of cancellation up to 6 months before departure;
- 20% in case of cancellation up to 5 months before departure;
- 30% in case of cancellation up to 4 months before departure;
- 40% in case of cancellation up to 3 months before departure;
- 50% in case of cancellation up to 2 months before departure;
- 75% in case of cancellation up to 1 month before departure;
- 90% in case of cancellation up to 1 day before departure;
- 100% in case of cancellation on the day of departure.

Compensation catering and other services:

- 15% in case of cancellation up to 2 months before departure;
- 25% in case of cancellation up to 1 month before departure;
- 50% in case of cancellation up to 2 weeks before departure;
- 75% in case of cancellation up to 1 week before departure;
- 95% in case of cancellation up to 1 day before departure;
- 100% in case of cancellation on the day of departure.

If the damage that the carrier suffers as a result of the cancellation exceeds the aforementioned fixed amounts with more than 15%, the carrier shall be entitled to charge the additional costs to the customer.

- 5.3 In case of cancellation, the customer can request the carrier for a substitution by a third party. In the event the carrier agrees to a substitution, the customer is only indebted an amount of € 150.00.

### Article 6 Suspension and cancellation

- 6.1 Should either party's fail to adhere to the obligations under the agreement, the other party is entitled to suspend the relating commitment, unless the failure does not justify the suspension due to its special nature or minor importance.
- 6.2 Should either party's fail to adhere to the obligations under the agreement, the other party is entitled to cancel the relating commitment, unless the failure does not justify the suspension due to its special nature or minor importance.
- 6.3 The carrier has the right at all times to cancel or terminate the agreement with immediate effect in the event of:
  - Bankruptcy of the customer, or if moratorium is granted to

the customer, if there is debt sanitation, or if the customer is placed under guardianship;

- The customer not fulfilling his obligations within 5 working days after having been notified in written with regards to his failure to comply to the agreement.
  - A situation as mentioned in Article 11 paragraph 2, 3 and 4.
  - The ship not being available due to unforeseen circumstances and despite the provision of sufficient effort by the carrier it is not possible to offer any other comparable ship.
- 6.4 The termination or dissolution should occur in writing, stating the reasons. The agreement is considered to be dissolved extrajudicial after the customer has received the termination letter, but at least 5 days after sending the termination letter.
  - 6.5 If the cause of the cancellation or termination can be attributed to the customer, the damage resulting from it will be paid by the customer.

### Article 7 The price and price changes

- 7.1 Unless otherwise agreed, the price is exclusive port, bridge, lock and shed expenses as well as local taxes and other levies, such as tax and fuel costs. These costs should be paid by the customer on board.
- 7.2 Changes in taxes, duties and similar governmental taxes will always be charged through.
- 7.3 An increase in the prices will be charged through by the carrier, as far as it affects the agreed price, if they occur after the contract has been signed.
- 7.4 If, due to price increases as referred to in the preceding paragraph, the price increases with more than 15%, the customer has the right to cancel or to waive the contract.

### Article 8 Payment

- 8.1 Payment will be made in cash at the time of the booking, unless otherwise agreed. Cash payment also means payment of the amount owed on a bank account specified by the carrier or through an electronic payment that is recognized by banks. The date that is mentioned on the bank statements of the carrier are regarded as the date of payment.
- 8.2 If payment in installments has been agreed, the customer must pay according to the terms and rates as per the agreement.

### Article 9 Failure to pay timely

- 9.1 The customer is in default after expiry of the payment date. The carrier will send a payment reminder after the

expiry of this date, and gives the customer the opportunity to pay within five working days of receiving this reminder.

9.2 If the outstanding amount is still not paid after the expiry of the payment reminder, the carrier is entitled to charge interest from the expiry of the payment date. This rate equals the statutory rate plus 3% per annum on the amount owed.

9.3 If the customer fails to pay the amount due after the summons, the carrier is entitled to increase this amount with the collection costs. These collection costs include both judicial and extrajudicial costs. Extrajudicial costs shall be: 15% over the first € 2,500.00 of the claim with a minimum of € 40.00;

10% on the next € 2,500.00 of the claim;

5% on next € 5,000.00 of the claim;

1% over the next € 15,000.00 of the claim, unless the customer demonstrates that the carrier suffers less damage.

9.4 Complaints about billing need to be, preferably in writing and clearly defined and documented, sent in promptly to the carrier, after receipt of the invoice.

#### Article 10. Carrier obligations

- 10.1 The carrier will execute the cruise to the best of its ability and in accordance with the rules of good craftsmanship.
- 10.2 The carrier shall see to it that the ship and the crew meet the legal requirements of the country where the ship is registered.
- 10.3 The route will be agreed in consultation with the client, unless otherwise agreed, in advance by the carrier and/or captain.
- 10.4 At all times the carrier and/or captain are entitled to change the cruise due to nautical reasons. The below also includes changing the place of departure and/or place of arrival and/or not setting sail. Nautical reasons are understood to include the weather, tide, blockage of waterways and the condition of the vessel.
- 10.5 In the cases mentioned in the preceding paragraph, the carrier and/or captain will try to find another solution in consultation with the client. Any additional costs, if reasonable, shall be borne by the customer. The carrier and/or captain will decide whether the chosen solution is reasonably practicable.

#### Article 11 Obligations customers (and guests)

- 11.1 The customer needs to turn in the ship at the end of the cruise clean and with a complete inventory in the same

condition as he found the ship upon embarkation, unless otherwise agreed.

11.2 The client and guests must respect the legal and decent standards of living during the cruise.

11.3 The instructions given by the carrier and/or the captain and/or other crew must be strictly followed for order and security.

11.4 If in the opinion of the carrier and/or captain, the customer and/or fail to comply to paragraph 2 and 3, the carrier and/or the captain is/are entitled to terminate the contract immediately and/or deny access to the ship to the customer and/or guest, unless the failure does not justify the dissolution because of its special nature or minor importance

11.5 The client and guests are not allowed to carry other goods on board other than baggage, unless prior permission is explicitly granted by the carrier and/or captain.

11.6 The client and guests are not allowed to carry (domestic) animals on board, unless prior permission is explicitly granted by the carrier and/or captain.

11.7 The client and guests are not allowed to bring on board or to possess materials or objects that can jeopardize the health, well being and/or safety of themselves or others. Included are, in any case: hazardous substances, explosives, radioactive and/or toxic substances, contraband,

weapons, ammunition and drugs.

11.8 The customer needs to hand a list containing the names of the guests to the captain on the day of arrival.

#### Article 12 Force Majeure

12.1 Force majeure means any unforeseeable circumstances due to which the implementation of the agreement is delayed or prevented, if this circumstance cannot be avoided by the carrier and according to the law, contract or social views should be accounted to the carrier.

12.2 Force majeure includes any damage to the ship that causes that the ship to be no longer fit for the agreed purpose and the damage is not attributable to circumstances which the carrier could have anticipated or prevented.

12.3 After termination of the contract due to force majeure, the carrier is entitled to reimbursement of his expenses to the extent they are made before it could be expected that the force majeure would terminate the agreement and as far as the customer benefits from the work.

#### Article 13 Liability carrier

13.1 The carrier is not liable for damages arising from death or injury and/or to goods as far as it is caused by circumstances which a diligent carrier could not have avoided and the carrier could not prevent the consequen-

ces. The carrier is responsible for the reliability and the proper functioning of the ship as a means of transport. It is suspected that a careful carrier could not avoid the following circumstances: fire, explosion, heat, cold, occurrence of rodents or vermin, deterioration, leakage, fusion, flammability and corrosion.

13.2 The liability of the carrier is, except in cases of own intent or recklessness, limited to Article 8: Dutch Civil Law (Dutch: BW) 518 and Dutch Civil Law (Dutch: BW) 8:983, amount further specified as per Dutch Order in Council (Dutch: AMvB).

13.3 The compensation that the carrier possibly owes to him due to the failure to comply with Article 10 obligation is limited to the agreed price for the rent of the ship.

13.4 If the carrier proves that fault or negligence of the customer and/or guest caused or contributed to the damage, the liability of the carrier will be either completely or partially removed.

13.5 The carrier is not liable for damage caused by delay, deviation from the agreed starting and/or end times or the making available of a replacing ship because the agreed ship was not available due to unforeseen circumstances.

#### Article 14 Liability customer (and guests)

The customer is liable for damage caused by him or by the guests who were invited by him to stay on board, unless the damage is attributable to the act or omission of the carrier.

#### Article 15 Complaints

15.1 Complaints about the performance of the contract must be fully defined and submitted clearly described to the carrier and/or captain after the customer has discovered or could have discovered the defects.

15.2 Complaints about invoices should be submitted, if possible, within 10 working days of receiving the relevant invoice, in writing and clearly explained to the carrier and/or captain.

15.3 The consequences of not timely filing of a complaint shall be borne by the customer.

#### Article 16 Disputes

All disputes relating to this agreement are governed by Dutch law. Only the court within the district where the carrier has an office shall have jurisdiction to hear such disputes. The customer is entitled to oppose this choice and choose to settle the dispute by a legally competent judge within one month after the carrier upon the choice has been made.

