



## Wind is our Friend – General Terms and Conditions of business – Individual bookings (Status 18.08.2014)

**General:** once on board, the passenger must acknowledge the rules of seamanship and the rules of maritime law, as well as the captain's supreme authority.

**Individual bookings:** the following General Terms and Conditions of business, apply especially to passengers who purchased one or more announced sailing trip. Small individual or business groups, also have the possibility to purchase tickets. Different General Terms and Conditions of business apply to exclusive charter, meaning one of the ships is exclusively chartered by one contracting party.

**Booking conditions:** the binding application for participating in a trip with the sailing ship Mercedes, Eldorado and other ships, offered by Wind is our Friend, can be done in writing via post, e-mail or fax, as well as by phone. The person booking is liable for the payment of the tickets or other ordered services for passengers booked in his name. The necessary booking data of the passengers will not be disclosed to third parties, published or misused in any other way.

**Terms of payment:** if not agreed otherwise in writing, invoices are due within 10 days after invoicing. Payable to the stated bank account in the invoiced currency without deduction and free of bank charges. Should the payment date on the invoice differ from the 10 day period, the payment date stated on the invoice is valid. Payment in cash when embarking can only be accepted if the payment period is too short for bank transfer. Timely payment means that the invoice amount is credited to Wind is our Friend's bank account at the stated date. Should the passenger miss the stated payment date, Wind is our Friend has the right to invalidate the tickets and reallocate the available places. Deposits will not be refunded. Should Wind is our Friend invalidate a ticket for the above mentioned reasons, passengers will be informed by phone or in writing.

**Terms of cancellation:** In case of cancellation of the booked trip, due to personal reasons, the following percentages will be refunded within 10 days to the bank account stated on the cancellation:

- 50 % refund by cancellation up to 3 months before the start of the trip
- 40 % refund by cancellation up to 2 months before the start of the trip
- 30 % refund by cancellation up to 1 month before the start of the trip
- 20% refund by cancellation up to 7 days before the start of the trip
- No refund by cancellation later than 7 days before the start of the trip

Alternatively to a cancellation with or without refund, Wind is our Friend offers the possibility, subject to the booking situation, to choose a different date free of charge. Tickets may not be given to other persons or sold on without the permission of Wind is our Friend. Tickets are personal and non-transferable.

**Cancellation by Wind is our Friend:** if a trip is cancelled due to act of nature or too few participants, the passenger has the right of full reimbursement of the invoiced sum within 10 days. Should the minimum number of participants not be reached, the passenger will be offered an alternative trip close to the date and time of the cancelled trip. In this case, the passenger has the right to decide against the transfer and for the refund.

**Wind- and weather conditions:** adverse weather conditions, sea damage or circumstances which might endanger the safety of men and ship, can make it necessary to change both, cruise destination and port of embarkation or disembarkation, to interrupt the voyage, to undertake repairs, to return early as well as to postpone the times of sailing into harbour or setting sail appropriately. In such a case a reimbursement of the costs by Wind is our Friend or withholding of payment by the passenger is generally not possible. In case of act of nature, the risk is borne by the passenger.

Calm winds or winds from unfavourable directions entitle the ship's command, to use the engine.

**Liability:** Wind is our Friend is not liable for personal damage like loss or damage of property of the passengers on board. Wind is our Friend is only liable for the above mentioned if there is proof of gross negligence or a gross violation of acknowledged rules of seamanship.

**Insurance:** We strongly recommend that you take out a travel-, accident-, health insurance, travel cancellation or event cancellation insurance. We draw your attention to the fact that there is no insurance coverage for accident, death, disability, illness etc. by the professional marine association or other insurer, except the international required ship insurances.

**Published schedules:** Wind is our Friend assumes no liability for the correctness of indicated cruises or ports in publications of partner companies or booking offices. Even the schedules, published by Wind is our Friend, are under reserve and comply with the schedule of the print or publication date.

**Severability clause:** should particular clauses of these General Terms and Conditions are or will become invalid or void, the validity of other clauses will not be affected.

**Legal venue:** the settlement of a dispute is governed by Dutch law. The legal venue is the registered place of

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