

Travel Agreement for Sail Trips with the Sail Training Ship Franzius

1. Trip Specification

A sail trip with the Franzius is not a package tour but rather a sail-training trip. Franzius is solely used for the idealistic values as stated in the statutes of the Bremer Weserkahn Franzius e.V. and is not commercially operated.

2. Registration

The registration for a sail trip is valid once the registration form is completely filled-out and returned to us. Upon receipt of the registration confirmation the participation on the sail trip is binding for the guest sailor.

3. Sail Trip Costs

After receipt of the down payment (30% of the total trip cost) as stated on the invoice the registration is binding for the association. The residual amount for the sail trip must be paid to the account of the association 4 weeks prior to the start of the trip. Otherwise the association has the right to exclude the participant from the trip. A € 25 fee will be charged should a guest sailor cancel his already confirmed trip. If the cabin remains empty, up to 8 weeks before the trip 50 % of the total trip costs must be paid, 8 weeks to 1 week 75 % and thereafter 90 %. Should the trip be cancelled due to damages to the ship or force majeure then only the cost for the trip will be returned, any other demands of the participants are invalid. The costs for the sail trip provide the material basis for the operation of the Franzius as an association ship as well as the organization and conduction of the trip, plus the accommodations on board, meals and other costs are covered by this fee. The trip to and from the meeting point for the respective sail trip is the responsibility of the guest sailor and is not included in the services of the association. Even in the case where the travel costs are charged, the association acts only as a middleman.

4. Alteration of the Sail Route

A pre-designed sail route can not be guaranteed neither by the association nor by the ships command. The adherence to a planned sail route is in the hands of the ships command, which is solely bound to seamanly principles. The association and the ships command reserve the right to make alterations to the departure and arrival ports, as well as to the departure and arrival times, should this be necessary. The minimum size group for a sail trip is 10 persons. Costs, which should arise due to the alteration of the planned sail route, can not be charged.

5. Stay on Board

With the embarkment onto the ship each participant becomes a member of the crew. The ships command is under the supervision of the ships captain, who is designated by the association. Each participant must follow the instructions of the ships command as if he were a member of the crew. He obligates himself to help with all occurring chores on board, within the scope of his capabilities and to adhere to security measures (also in regard to smoking and alcohol) as well as customs and police regulations. Should these instructions not be followed then the participant can be excluded from the rest of the trip. A reimbursement for the trip costs or even a rebate on the trip costs is not possible. Each participant must be able to swim for at least 15 minutes without stopping. He should be able to cope with the strenuous tasks encountered on a sail trip and should not suffer from any contagious diseases or those which would cause a physical breakdown.

6. Insurance

Despite the fact that the greatest possible security measures are taken for a sailable ship and all actions taken are according to seamanly duties, not all risks during a sail trip can be accounted for. No insurance has been taken out for the participants of a sail trip. It is suggested that each participant take out an insurance for accidents, health care, third party liability, baggage and travel cancellation expenses.

7. Liability

Damage compensation claims on part of the guest sailors against the association, the ships' command or the crew are not possible, as long as these do not deal with physical damages caused by intent or gross negligence.

8. Data Protection

Personal information of the guest sailors will be electronically stored on computer solely for organizational reasons and will only be made available to the participants of the respective sail trip.

9. Variations and Inefficacy

Variations from the sail trip conditions must be made in written form. The inefficacy of individual terms of this sail trip agreement does not make the total contract invalid.

10. Tour Operator and Place of Jurisdiction

The tour operator of the sail trip is the Bremer Weserkahn Franzius e. V. located in Bremen. The place of jurisdiction is Bremen.