

Fact sheet (Part of the sailing trip contract)

Dear crew member,

We look forward to welcoming you aboard SY Montana. You have chosen to travel on an exceptional ship. In sailing circles, it has a remarkably high reputation. But we would like to point out once again that it is a yacht from 1973 and cannot keep up with the comfort of a modern yacht. However, this makes it charming. On board you are a crew member and not a passenger. Regarding your possibilities and abilities, you will participate in the operation of the yacht. You are obliged to follow the instructions of the skipper and to treat the boat with care

Services

With the registration and confirmation of registration, a sailing contract is concluded based on the prescribed trips mentioned in our brochures or internet information. Registration can be made orally, in writing, by telephone or by e-mail. The cruise price includes the use of the yacht and its facilities and the associated natural wear and tear of the ship and its facilities as well as the skipper's ship's handling and seafaring assistance. The crew will set up a board cash for food, fuel, port fees, as well as lost and damaged equipment, into which each crew member pays. As usual on such trips, the skipper is free from the board cash.

Expect 150 - 200€ per person per week. Restaurant visits are not included.

Arrival and Departure

Your arrival and departure are not the subject of the travel agreement. Please check your flight data to see if they match the travel data. If possible, do not book your return trip too early on the last day of the booked trip. The first mentioned day is the day of arrival, the last mentioned is the day of departure. On the day of arrival, it will not go sailing. The day is used to get to know each other and the ship and moving in the berths. Please do not check in on board before 16:00 local time.

On the first day, a safety briefing will take place, which all crew members must confirm by signature. The day is also used for provisioning. On the day of departure, please check out by 10:00 local time. The boat and cabins are clean in the state as they were found. We ask you to take breakfast in a cafe on land so that the ship can be prepared for the next trip

Terms of Payment & Withdrawal

A deposit of 20% of the trip fee is due at the time of registration, the remaining payment at least four

weeks before the start of the trip.

The participant can withdraw from the registration at any time, we ask for immediate notification. In this case, 'Swan Montana Sailing' may demand appropriate compensation for the travel arrangements made. This is as a percentage of the travel price:

up to 60 days before the start of the trip: 10%, at least €50;

59 to 30 days before the start of the trip: 20%;

29 to 22 days before the start of the trip: 30%;

21 to 15 days before the start of the trip: 40%;

14 to 7 days before the start of the trip: 80%;

6 to 4 days before the start of the trip: 90%;

from 3rd day before the start of the trip: The total price of the trip.

The participant has the possibility to hire a substitute. The conclusion of travel cancellation insurance is recommended. The organizer is also entitled to withdraw from the contract at any time if:

The participant does not meet his payment obligations,

if not at min. 2 participants take part in the trip,

in the event of natural disasters, force majeure, war, unrest, or similar events.

In this case, the participant will receive his/her payments back, further claims are excluded.

It's the nature of sailing that the legs of the trip may be delayed or changed due to weather conditions or defects. In case of unreasonable delay, only the pro rata travel price will be refunded.

Liability & Insurance

Within the scope of the duty of care, the organizer is liable for the conscientious preparation of the trip, the correctness of the service description and the proper provision of the agreed services. The character of sailing trips means that not everything can be planned exactly, the trip is subject to changes to unforeseeable events. The liability of the organizer is limited to 3 times the travel price in accordance with Section 651h of the German Civil Code (BGB). The organizer shall not be liable for damages caused by third parties or by the fact that the instructions of the skipper have not been followed. Each participant should be aware that sailing is inherent in certain typical risks and participates at his own risk in sailing and related activities, he is himself responsible for the necessary safety measures for his person such as the wearing of lifebelts and life jackets, or securing on board and on land.

The signatories exclude all liability among each other except for intent and gross negligence, this applies to damage to the body, life, health, and property of the fellow sailors.

The ship is insured with liability. The participant obliges to treat the ship and its facilities with care. In the event of self-inflicted damage, the participant is liable.

The skipper is responsible for the safety of the ship. He can only do so if his instructions are executed. If the skipper sees the safety of the ship and crew at risk because instructions are not followed, he can dispel crew members from board.

We strive to keep the yacht in excellent condition all the time. Since we also offer trips e.g. in the Caribbean, this is not always possible. Parts of the Caribbean are still 3rd world and supplying especially ship spare parts is difficult. What takes a day in Europa can quickly take a week or more. The ship can be stranded up to 48 hours in case of repair without this result in a claim for recourse.

Miscellaneous

The SY Montana has a newly laid teak deck, please have a pair of boarding shoes with you and please do not wear street shoes on the ship. Smoking on board is only allowed in the cockpit, on the downwind side. We expect an attitude of cooperation, courtesy, and consideration from any crew member. The use and carry of all kinds of drugs is strictly prohibited. In the event of contrary actions, the skipper is free to disembark the participant and file a complaint. Especially on Ocean Passages, resources (esp. electricity and sweet water) are to be handled sparingly. Again, the instructions of the skipper must be carried out. Shower and laundry wash on Ocean Passages is done only with salt water.

The sailor assures that he is physically and mentally healthy, that he does not suffer from contagious diseases and that he/she is able to swim.

Legal basis

This contract is governed by the formal law of the Federal Republic of Germany. If individual provisions of this contract are ineffective, the validity of the remaining contract shall not be affected.