

# OCEAN WIND GmbH

## General Terms and Conditions

### 1. Contract parties

A contract between OCEAN WIND GmbH, in 3822 Lauterbrunnen and the individual participants with the following contents is deemed to exist.

### 2. Formation of the Contract

2.1 A deposit of 50% of the whole sum is due on receipt of the invoice. The remainder must be paid four weeks before the beginning of the trip. For bookings which take place less than four weeks before the beginning of the trip, the whole sum is due on receipt of the invoice.

2.2 The contract with OCEAN WIND is binding upon the participants receipt of a confirmation of payment.

2.3 OCEAN WIND GmbH has the right to cancel the activity for important reasons, especially illness or injury of the skipper/course instructor. In this case the participants will receive a full refund of all payments made to OCEAN WIND GmbH. OCEAN WIND is not liable for any further payments.

### 3. Obligations of OCEAN WIND GmbH

OCEAN WIND GmbH will conduct a sailing trip or course. OCEAN WIND GmbH will specify the content and dates of the activity, will provide the boat and crew. OCEAN WIND GmbH has no further obligations.

### 4. Obligations of the participants.

4.1 The participants will pay:

A fee to OCEAN WIND GmbH for the boat, meals on board, course costs and certification costs as well as expenses incurred (repairs, diesel and cleaning) as well as Harbours stays dictated by the Skipper. All costs incurred by the participant while on land (including restaurants) will be paid by the participant. The cost of a harbour visit at the request of the participant or participants will be paid by the participant or participants.

4.2 The participants must strictly follow the instructions of the skipper/course instructor, to keep the peace on board the vessel and to follow the general rules (especially those concerning safety) of the vessel.

4.3 Each participant is responsible for his or her own travel documents. (Passport, Visa).

4.4 Each participant is responsible for his or her own belongings on board especially concerning the state of appropriate clothing, personal medicines, glasses/contact lenses etc.

4.5 Each participant will undertake travel to and from the vessel at his own cost and risk. That includes travel to and from the departure and destination points of the trip.

4.5 Any participant who, for any reason, cannot turn up at the appointed time for a trip/course has no right to a refund. All participants are responsible for their own cancellation insurance.

## **5. Operation**

5.1 The skipper/instructor is responsible for the presentation of the course, the command of the vessel and the safety of the participants. His instructions must be followed.

5.2 In the case of grave violations of the instructions given by the skipper/instructor, in the case of a serious breach of the peace on board, in the case of endangering safety or in the case of health difficulties of individual participants the skipper/instructor has the right to exclude the participant concerned from taking further part in the course/trip. The person concerned has no claim to a refund or to further costs he/she may incur.

5.3 According to the weather and the practices of good seamanship, the skipper/instructor will make all decisions for the course/trip – departure times, trips on land, meals, safety measures. When necessary the skipper/instructor may deviate from the original plan.

5.4 Each participant shall be considerate of the interests and needs of the other participants and the general peace on board.

## **6. Safety / Guarantee / Liability**

6.1 Each participant will take part in the activities on offer at his/her own risk. He/she is completely responsible for him/herself and must independently put any safety measures ordered in place. (eg. Wearing protective glasses, lifebelts, lifejackets, safety harness either on deck or below as well as in the water.)

6.2 Every participant must arrange his own insurance for any risks encountered on board.

6.3 OCEAN WIND GmbH can give no guarantees. Notably, there can be no guarantee that the trip/course (especially the boat, the accommodation, contents, skipper/course instructor, the other participants, the weather, the route, the trips on shore) will meet the expectations of the participant.

6.4 Any kind of liability between participants as well as between the participants and the skipper/instructor as well as between the participants and OCEAN WIND GmbH will be rejected, within the appropriate legal framework.

6.5 In particular OCEAN WIND GmbH will accept no liability during the deployment of assistance personnel, for the behaviour of the skipper/instructor or other participants, for indirect damages (such as lost profit, the claims of third parties), damages caused by deficiencies, frustration due to the loss of pleasurable holiday time and further such instances.

6.6 Any further liability of OCEAN WIND GmbH will be limited to the sum paid as a fee (paragraph 3.1) paid by the participant.

## **7. Applicable law / Jurisdiction / Sundry**

7.1 The contractual relationship is evaluated under Swiss law excluding any reference to arbitration of Swiss law by foreign or international law.

7.2 Judgement of any dispute from this contractual relationship is the concern of the competent court of Law of the registered office of OCEAN WIND GmbH.

7.3 If certain provisions of this contract are not valid or if the contract has gaps, the remainder of the contract's provisions will still apply. In this case the contract should be expanded so it can as far as possible fulfil its purpose.

7.4 Alteration and amendments to this contract are only valid in written form. That is also valid for this provision.