



General Terms and Conditions

Dear client, we go to great lengths to ensure we provide you with the best service. An essential prerequisite for this is the close observation of the terms and conditions for business and participation, which are part of your agreement with us for participating in training or cruises as well as the purchase of products from our store.

1. The contract

Upon application, the client makes a binding offer to FORUM train & sail GmbH, Mandichostrasse 18, 86504 Merching, Germany – hereinafter the organiser – to enter into a contract for training, travel or a charter contract.

The application may be made by telephone, in writing, by fax or by electronic means (email, Internet). The application may be made by the client applying on behalf of all participants who are listed in the application, for whose contractual obligations the registering client is also responsible for as well as his/her own obligations.

The contract is concluded with the acceptance by the organiser. Acceptance is by written confirmation or signing of a charter agreement.

If there are any differences between the content of the confirmation sent by the organiser and the content of the application, then the organiser will make a new offer that will supersede the original contract – for a period of five days; during which time the client must confirm his/her acceptance of the new contract. If no such acceptance is received within the five-day period the original contract will revert back to the original confirmation sent by the organiser. If the client accepts the new offer within the five-day period the contract will be concluded on the basis of this new offer.

2. Services

The services that are available can be found in the service descriptions on the organiser's website, as well as in brochures and catalogues. They may also be found in the information provided in the booking confirmation, invoice or in the current offer. In cases of doubt, the details of the booking confirmation are final.

Different services as well as special requests that change the scope of the services provided are only binding if they are confirmed by the organiser in writing.

Extra fees (such as visa fees) and individual external services by other companies that are not part of the actual event and/or which are explicitly offered only by outside providers, such as flights, car hire, restaurant visits, concerts and theatre events, visits to museums, excursions, sports and other events, are not included in the travel price (hereinafter referred to as 'compensation').

3. Payment

Unless otherwise stated in writing, invoices will be due within ten days of the date of invoice in the currency detailed on the invoice, without deduction and free of bank charges. Payment is to be made to the account detailed in the invoice, but not later than four weeks before the start of the training, the sailing trip or the charter.

For bookings made within four weeks prior to the event and for day trips, the entire invoice is due immediately.

The travel and participant materials (such as a boarding pass or voucher) will be sent or distributed to the client after receipt of full payment.

If the client fails to pay the compensation partly or completely, the organiser is entitled to cancel the contract and to claim damages.

4. Cancellation policy, substitution or rebooking, unused services

Withdrawal from a booked event is possible at any time. The organiser will only accept a cancellation made in writing.

For training and cruises, cancellation is free when there are more than 120 days before the start of the training or event. Cancellations made between 120 and 60 days before the event will incur a cancellation fee of 50% of the compensation. For cancellations less than 60 days before the event, or non-participation, the full amount is due. The client is free to prove that the loss caused to the organiser by the non-participation is lower.

For a charter, a cancellation made with more than 160 days before the start of the rental period is free of charge. Cancellations made between 160 and 80 days before the event will incur a fee of 50% of the compensation. For cancellations made with less than 80 days before the event, or non-participation, the full amount will be due. The client is free to prove that the loss caused to the organiser by the non-participation is lower. The cancellation must be provided in text form (in writing, no signature required).

Registered participants can designate a substitute participant to take part in the training or cruise or use of the charter. The participant can be rebooked for another event date, provided that this can be offered by the organiser. Notification of a substitute participant or rebooking must be in writing and shall take effect only after approval by the organiser. The organiser will grant such approval for the rebooking or substitute participant if no compelling reasons stand in the way. In this case there will be no additional fees.

Tickets for day trips (such as Kiel Week, Hamburg Harbour Birthday, Hanse Sail Rostock) cannot be returned or cancelled.

If a third party enters into the contract, he and the client are severally liable to the organisers for the compensation. If the client does not use individual services because of an early return journey or for other reasons, this will not constitute a claim for a refund. Neither is the client entitled to make a claim for the unused services at a later date.

5. Insurance

Trip insurance, accident insurance and luggage insurance is not included in the price. Taking out such insurance is recommended, but this is the personal decision made by the client. The organiser will not be involved in the settlement of claims.

6. Reservation of modifications, service delivery and cancellation by the organiser

Information about speakers at training courses and seminars, the itinerary and journey times given in publications issued by the organiser are not binding. The organiser is entitled, for good cause, in particular for technical, security or weather-related reasons, to change the itinerary or schedule. In particular, a ship's officer may decline at certain times to enter or exit a particular port. They might also call at a place other than the designated port. Participants will be notified immediately of any changes in the sailing schedule. If any organisational changes affect participants, the organiser will give assistance to the degree possible but will not bear any costs. A claim for reduction in price or compensation is ruled out. If the ship is arriving late at the port of departure and the passenger therefore makes a claim for hotel accommodation, the organiser shall refund documented costs up to the amount of 80 Euro per night per person.

The organiser reserves the right to cancel training courses and sailing trips with too few participants at least two weeks before the start. The compensation already paid will be refunded. Further claims are ruled out (please take care when booking travel tickets or overnight accommodations as these will not be refunded by the organiser).

7. Cancellation of the contract due to exceptional circumstances

Cancellation by the organiser

For good cause, such as technical, safety or weather-related reasons, the organiser may be required to, and is entitled to cancel a trip completely and to cancel the contract. If there is a cancellation before the start of the journey, the organiser shall refund the full price. In the event of cancellation after departure, the organiser shall refund the pro rata travel price and a share of the documented and reasonable costs of arrival and departure to/from the planned departure/arrival port. Further claims, especially claims for damages, are excluded.

Cancellation by the passenger

If an actual or expected delay of the vessel is announced by the organisers, and the itinerary is more than seven days for a voyage lasting more than two weeks or more than three days for a voyage that lasts up to two weeks, the passenger is entitled to cancel the contract. In the event of a cancellation before departure, he will be refunded the entire travel price already paid. In the event of cancellation after departure, the organiser shall refund the pro rata travel price and the documented and reasonable costs of a return journey from the port where the passenger leaves the ship. Further claims, especially claims for damages, are excluded.

8. Behaviour on board

Every passenger must behave on board so that neither the ship's operation is hindered nor are other passengers threatened or harassed. All instructions from the ship's officers, whose role is to serve the interests of the safety of the ship and the persons on board, must be complied with immediately. A participant who continually interferes with onboard safety or violates legal or regulatory requirements, engages in property damage or harasses other passengers will be barred from continuing the trip.

Any claim by this participant for reimbursement of the travel and/or training price will not be considered. This participant shall bear any costs associated with his conduct (such as for the journey home) as well as any additional costs incurred by the organiser.

9. Liability

The liability of the organiser for damages other than personal injury is limited to three times the travel or training price, unless the damage caused to the client is intentional or stems from gross negligence.

The organiser is not liable for disruptions in services that are only arranged as external services (such as tours, excursions, etc.).

10. Limitation

In order to be valid, claims for non-contractual provision of travel or training must be asserted by the participant against the organiser within one month after the contractual end of the trip or training.

Warranty claims deriving from the travel or training contract shall expire within one year. The limitation period begins on the day on which the event should have ended as planned.

11. Cooperation obligations and conditions regarding participation in training and sailing trips

The client is personally responsible for ensuring that he boards in a timely manner before departure of the ship with all travel and participant documents. If additional costs arise due to delays by the client, the client is obliged to pay these costs.

The participant is obliged to make any complaints immediately to the responsible contact persons, such as the captain or hospitality staff. If a participant fails to report a problem immediately, any possible entitlement to a reduction is revoked. Commitments that may be given by local authorities are not binding on the organiser. The participant is obliged to be cooperative in the event of any disruptions to services in accordance with statutory provisions in order to avoid or mitigate any damages or contribute to harm reduction.

The participant declares with his application that he has no known health concerns that would interfere with his taking part in sailing trips and training on the ship.

Furthermore, participants agree to ensure their physical fitness for the cruise, to be aware of this during the cruise and to immediately notify the responsible contact persons (such as the captain or hospitality staff) if any limitations of such fitness should arise. They will then decide if further participation by the affected participant is possible. The organiser is not liable for bodily injury or property damage caused by an emergency due to illness, mental health problems, misconduct or other unexpected health restrictions.

12. Restrictions for expectant mothers and infants

For security reasons and due to the limited medical care on board, it is not possible to transport expectant mothers who at departure are in the 24th week of a pregnancy or beyond, or infants up to the age of six months. On all routes that involve three or more consecutive days at sea, this applies to infants up to a minimum of twelve months of age.

13. Accommodation

Accommodation and overnight stays are provided in 2-person cabins, as is standard practice on ships. The organiser is entitled to book a second person in the cabin of the client.

On request, at extra cost, single accommodations can be provided if the occupancy status of the vessel allows for this. In this case, the client must submit the request in good time.

14. Regulations for passports, visas, customs, currency and health

The traveller is responsible for compliance with the passport, visa, customs, currency and health regulations. All detriments arising from non-compliance with these requirements shall be at the passenger's expense, even if these regulations change after booking.

15. Luggage

The client can have up to 20 kg of luggage per person without cost, unless otherwise stated. The organiser is not liable for loss or damage to baggage or valuables.

The transporting of special baggage, such as diving equipment, surfboards, wheelchairs, animals, and the like, is generally not part of the contract with the organiser.

Carrying objects (weapons, drugs, etc.) that are in violation of current laws (customs laws, weapons laws, etc.) is strictly prohibited. In the event of a violation, the client is obliged to pay damages.

16. Photographs, film and sound recordings

During an event (cruise or training), the organiser has the right to take photographs or make films and sound recordings of the vessel and the people on it. Through their participation, all participants give their approval to the organiser to use these photographs, films and sound recordings for advertising and informational purposes.

Photographs, films and sound recordings provided by participants to the organiser may also be used by the organiser without reservation for advertising and informational purposes.

The exercise of these rights requires no further information from the participants or their permission.

17. Validity

The acceptance of orders and the delivery of services conform exclusively to our terms of service and payment listed below. The rules of the German Publishers and Booksellers Association eV are expressly ruled out.

18. Deliveries

If the purchaser is a company, the shipment is made at its own risk and expense, unless otherwise agreed in writing.

Otherwise, prices of the operator are valid, plus additional postage, packaging and handling.

The delivered goods remain the property of the organiser until full payment of the invoice amount. Digital products will be delivered by email or download link to an email address.

19. Liability for defects

Statutory liability for defects applies.

20. Copyright notice

Our products are protected by copyright. We call your attention to the fact that unauthorised reproduction or use of our products constitutes copyright infringement, which may have civil and criminal penalties.

21. Privacy / data storage

Reference is made to § 33 of the German Federal Data Protection Act (BDSG): The storage and processing of client data is in strict compliance with the Federal Data Protection Act. All client data is stored for clearing and settlement purposes in the form of title, name, surname and salutation of the client, the company name, postal address or address of the company and clients, telephone number and fax and e-mail address. Furthermore, address and order data are collected and processed for our own marketing purposes.

You can refuse the use, processing and transmission of your personal data for marketing purposes at any time with effect for the future. The refusal must be sent to: FORUM train & sail GmbH, Fax +49(0)8233 3 81 99 43 or Tel. +49(0)8233 38 1 227. However, this does not apply to the data necessary to process your order. After receipt of your refusal, we will no longer use, process or transmit the affected data for purposes other than to process your order.

22. Place of performance and jurisdiction

The place of performance is – unless determined otherwise – the sailing ship 'Eye of the Wind' or, where appropriate, a replacement vessel.

For merchants or legal bodies covered by public law and special funds under public law, the place of jurisdiction is the competent regional or district court for the headquarters of the organiser.

German law shall exclusively be applicable.

23. General Provisions and severability clause

The information in these terms and conditions and in catalogues, brochures, flyers, or the like, are correct at time of printing. Errors, printing and calculation errors are expressly reserved.

If individual provisions of these terms and conditions become invalid or ineffective, this shall not affect the validity of the remaining provisions.

24. Cancellation policy for consumers

Cancellation policy

You have the right to cancel this contract within 14 days of the date of signing the contract without giving a reason. To exercise your right to cancel, you must give us notice in writing (letter to: FORUM train & sail GmbH, Mandichostrasse 18, 86504 Merching, Germany; email to: info@eyeofthewind.net; fax to: +49(0)8233-381-99 43) with a clear explanation of your decision to cancel this contract. You can do so via the attached sample cancellation form (but using this form is not mandatory). To meet the cancellation deadline, it is sufficient that you send your communication concerning right to cancel before the end of the cancellation period.

Effects of cancellation

If you cancel this contract, we will refund all payments we have received from you, excluding shipping costs (with the exception of any additional costs arising from your choosing a form of delivery other than the least expensive standard delivery offered by us) within 14 days from the date on which the notification of your cancellation of this contract was received by us. For this refund, we will use the same payment method that you used in the original transaction, unless you have explicitly agreed otherwise; under no circumstances will you be charged fees for this refund.

If you have requested that the provision of services should begin during the cancellation period, then you must pay us a reasonable amount equivalent to the period during which you used the services provided in the contract up until the time when you exercised your right of cancellation.

25. Cancellation policy for consumers when purchasing goods

Cancellation policy

You have the right to cancel this contract within 14 days without giving a reason. The cancellation period is 14 days from the date when you, or a third party designated by you, who is not the carrier, took first possession of the goods, or in the case of a contract for regular delivery of goods during a specified period of time, on the day when you, or a third party designated by you, who is not the carrier, took first possession of the goods.

To exercise your right to cancel, you must give notice to us in writing (by letter to: FORUM train & sail GmbH, Mandichostrasse 18, 86504 Merching, Germany; email to: info@eyeofthewind.net; fax to: +49(0)8233-381-99 43) with a clear explanation of your decision to cancel this contract. To meet the cancellation deadline, it is sufficient that you send your communication concerning your exercise of the right to cancel before the end of the cancellation period.

Effects of cancellation

If you cancel this contract, we will refund all payments we have received from you, excluding shipping costs (with the exception of any additional costs arising from your choosing a form of delivery other than the least expensive standard delivery offered by us) within 14 days from the date on which the notification of your cancellation of this contract was received by us. For this refund, we will use the same payment method that you used in the original transaction, unless you explicitly agreed otherwise; under no circumstances will you be charged fees for this refund.

We may withhold the refund until we have received the returned goods, or until you have demonstrated that you have returned the goods, whichever is the earlier.

You must return or surrender the goods immediately, and in any event not later than 14 days from the date on which you informed us of the cancellation of this contract. The deadline will be met if you send the goods within the 14-day period.

We will bear the cost of returning the goods.

You need only pay for any diminished value of the goods if the value loss is shown to be due to an unwarranted handling of the goods that affects the nature, characteristics and functioning of the goods.

26. Miscellaneous

If you are a business as defined by § 14 of the German Civil Code (BGB) and at the signing of the contract were acting in a commercial capacity or as a self-employed professional, the right to cancel will not be considered.