



## NAUTICAL MEETING ORGANIZATION AGREEMENT

# 2019

**Each page must be signed by the skipper and the crew members**

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## THE PARTIES

Between:

Sailing Passion asbl., having its registered office at L-1628 Luxembourg, 69 rue des Glacis, registered with the Luxembourg Trade and Companies Register under the number F 8.854, and represented for the needs of this agreement by Mr. Jonas Berteau,

**Hereafter "the Organizer"**

And:

**SEE CREW LIST ATTACHED TO THE PRESENT**

**hereafter " Crew Members**

**here upon, "the Parties" together agree with the following:**

### ARTICLE 1 : OBJECT AND DURATION OF THE CONTRACT

- 1.1. The Organizer has the role of setting up a social gathering in form of a nautical meeting with about 30 sailing yachts.
- 1.2. The nautical meeting will be composed in particular of :
  - ★ 5 to 7 legs of sailing yachts distributed over 4 days;
  - ★ a technical committee composed of 7 to 8 people, a sailing yacht and a rigid-inflatable boat, hereafter "RIB"
  - ★ the provision of sailing monohull yachts of 41ft and 46 ft;
  - ★ food and drinks for the 4 days;
  - ★ 2 dinners ashore
- 1.3. The detailed program for each day will be communicated after the Skippers' and Crew Members' registration and no later than 15 days before the nautical meeting, via the « Skippers' Book ».
- 1.4. The nautical Meeting will take place from April 27 (evening) to May 3, 2019 from the marina Hramina in Murter, Croatia.

### ARTICLE 2 : SERVICES

- 2.1. By virtue of this agreement and for the said period of time, the Organizer provides the Skipper and the Crew Members with a sailing yacht, accommodating 4 to 9 people maximum, including the Skipper.
- 2.2. In accordance with article 5.3, all sailing yachts are seaworthy and suitable to complete the anticipated course.
- 2.3. Each sailing yacht thus provided is not the property of the Organizer but that of the Charter Company Marina Hramina d.o.o. Za nauticki turizam – Put gradine 1, 22243 Murter - Croatia

- 2.4. The Organizer provides the Skipper and Crew Members with the necessary materials to sail, in particular and without the list being exhaustive:

- ★ a dinghy and its outboard;
- ★ basic sailing electronic instruments

- 2.5. The Organizer undertakes, under the conditions of article 7.2., to bear all of the following expenses:

- ★ the complete cleaning of the boat at the end of the stay;
- ★ provision of the towels and bed linen;
- ★ the food and the drinks of the Crew Members and the Skipper;
- ★ Croatian Tourist Taxes
- ★ the insurance: a copy of the insurance agreement between the Organizer and the insurance company, Baloise, can be supplied on request;
- ★ re-purchase of the damage waiver. The refundable amount of 130€ for a 3-cabin and 150€ for a 4-cabin remains at the charge of the crew.

For organizational reasons, the Organizer will advance for the crew, the refundable deposit to the Charter Company. In case of any damages, the sum will be in part or in total used to cover the costs of repair/purchase. In this case, the skipper agrees to refund the Organizer, upon invoice, the amount deducted from the refundable deposit.

- 2.6. The preparation of the meals and the daily tidying of the boat are the responsibilities of the Skipper and Crew Members.

### ARTICLE 3 : TRANSPORTATION

- 3.1. Meeting point is at Luxembourg airport on Friday April 27, 2019. The take off is set for 16:10, flight LG7543 landing in Zadar at 17:55. The return is scheduled to take off in Zadar on May 3 at 14:10, flight LG7544 landing in Luxembourg at 16:05.
- 3.2. Busses have been chartered with EŠKO d.o.o. Putnića agencija HRAB-23-060105493, who will bring Luxair passengers both from the Zadar airport to the Hramina marina in Murter, and from the marina back to the airport.
- 3.3. The terms and conditions of air transport are available at this link: <http://www.luxair.lu/cms/page?p=FR,18926> It is the participant's responsibility to make sure that their identification documents are still valid 6 months after the expected date of return.

### ARTICLE 4 : THE SAILING PROGRAM

- 4.1. The Organizer proposes the navigational course, which will be integrated into the Skippers' book and delivered to the Skippers no later than 2 weeks before departure.

- 4.2. Any changes to the navigation program will be communicated at the Skippers' meeting held on Sunday, April 28, and under the conditions defined in the Skippers' book and through VHF for the rest of the nautical event.
- 4.3. Only the Skipper, and without recourse against him, is vested with the power to decide on the actual course, the advisability of taking to the sea, the recommended anchorage and/or the need for sheltering in a port.

#### ARTICLE 5 : RESPONSIBILITY OF THE SKIPPER

- 5.1. The Skipper is responsible for his seafaring. Accordingly, he is liable to the Crew Members, the Organizer and the owner of the sailing yacht, indicated in article 2.3, as well as third parties, for damage caused in the course of seafaring.
- 5.2. A copy of the Skipper's sailing licence will be forwarded to the Organizer, together with a copy of his ID card or passport, no later than 30 days before departure.
- 5.3. On the day of embarking and before taking to sea, the Charter Company will draw up an inventory of each sailing yacht provided and the boats will be at the Crew Members' disposal. At the end of the nautical meeting, inventory will be conducted a second time to ensure that the next tenants have everything on board.
- 5.4. When embarking, the Skipper will receive the board documentation concerning the vessel, especially specifying the possible areas of sailing.
- 5.5. The Skipper will respect the navigational course as well as the particular and/or additional instructions, which he may receive during the course of the nautical meeting. The Skipper is held responsible for the return of the sailing yacht to the marina Hramina in the early morning of Friday May 3. But for acts of God, the Skipper will not be held liable if he fails to do so.
- 5.6. Attention is requested in caring for the materials provided on the sailing yacht (interior decoration and equipment, superstructure, installations and electronics, etc.) and of small tools such as binoculars, cranks, compass, etc.
- 5.7. The Skipper is not responsible for the personal items of the Crew Members and will not be held responsible for eventual damage to property or theft of items of personal equipment.
- 5.8. In the event of unfavourable weather forecasts, the Organizer may decide to change the planned navigational course, or to not take to sea, without liability to the Crew Members/Skipper(s).
- 5.9. In case of damage the Skipper may, without liability to the Crew Members or to the Organizer, change the planned navigational course in order to carry out essential repairs.

#### ARTICLE 6 : OBLIGATIONS OF CREW MEMBERS

- 6.1. Throughout seafaring, each Crew Member must follow all orders from the Skipper.
- 6.2. Each Crew Member must have attentiveness to the sailing yacht and the material onboard. The liability for one or more Crew Members and the liability of the Skipper may be joint.
- 6.3. Each Crew Member must be able to swim.
- 6.4. Each Crew Member must be medically fit to sail.
- 6.5. Each Crew Member is responsible for their own personal conduct and any resulting depreciation of materials or theft. Without any further instructions through the Skipper's book, every Crew Member will bring the following equipment:
  - ★ special sailing shoes;
  - ★ a cap, a hat and sunglasses;
  - ★ warm clothing;
  - ★ a swim suit;
  - ★ a waterproof jacket and pair of trousers;
  - ★ sailing gloves;
  - ★ sun lotion;
  - ★ personal medications
- 6.6. Each Crew Member agrees to respect the environment on the water as well as ashore, and in particular agrees never to throw garbage overboard.

#### ARTICLE 7 : PARTICIPATION FEES

- 7.1. The total price for the nautical meeting is as follows:
  - ★ 3 cabins sailing yacht: 2 395€
  - ★ 4 cabins sailing yacht: 2 895€
  - ★ boat extra fees: 350€ (final cleaning, outboard, bedsheets, towels, gas, batteries, Collision Damage Waiver, hereafter "CDW" and Croatian Tourist Tax)
  - ★ participation fees per person : 330€
  - ★ Luxair flight and bus per person: 340€ + 20€ transfers.
- 7.2. Registration for the nautical meeting only becomes effective upon receipt of an advance payment amounting to the price of the boat chosen:
  - ★ 2 395,-€ for a 3 cabins
  - ★ 2 895,-€ for a 4 cabins

to be paid within eight days following online registration, to the Organizer's bank account, whose contact details are the following:

  - ★ bank account n°: IBAN LU57 0021 4100 5883 4700
  - ★ bank name and BIC code : BIL - BILLULL
  - ★ name of the holder: Sailing Passion asbl
  - ★ communication: "Siggy's cup 2019 + crew's name

- 7.3. If a crew's advance payment is not received within eight days after online registration, their boat will be returned to the fleet.
- 7.4. The outstanding balance will be paid into the Organizer's bank account, no later than March 27, 2019.
- 7.5. In the event that the full price of participation in the event is not paid, the parties sub 1) to sub 9) can neither go aboard the sailing yachts, nor take part in the nautical meeting.
- 9.6. If a cancellation or a resignation occurs:
- ★ up to 30 days prior to April 27, 2019, only the registration fees (330€) per resigned person will be refunded;
  - ★ less than 30 days before April 27, 2019, all prepaid sums will be retained
- 9.7. In case of cancellation of one or both of the provided means of transport, due either to damage or an Act of God, the relevant amount already paid to the carriers will not be refunded.

#### ARTICLE 8 : LIMITATION OF RESPONSIBILITY

- 8.1. The Skipper and each Crew Member participates in this nautical meeting at their own risk and are responsible for their individual actions.
- 8.2. By the present agreement, the Crew Members agree to grant to the Skipper a discharge of liability.
- 8.3. In the event of delayed provision of the sailing yacht for the nautical meeting only the Charter Agencies may be held liable, whilst all liability of the Organizer is excluded.
- 8.4. The Organizer's liability is limited to the value of its services, but not for gross misconduct. The Organizer remains liable for the services under consideration by this contract.

#### ARTICLE 9 : END AND EARLY TERMINATION OF THE CONTRACT

- 9.1. This agreement ends on May 3, 2018 at 16:05, upon landing in Luxembourg.
- 9.2. This agreement will be automatically terminated by the Organizer in the event of non-payment of the price indicated in article 7.1. as per the conditions of articles 7.2. and 7.3.
- 9.3. This agreement may be terminated at any time, should the Charter Agent or the Organizer discover that the Skipper is not sufficiently qualified to sail the sailing yacht. Any paid sums may be refunded in accordance with article 9.6. In case the inadequate Skipper is replaced by another Skipper, the expenses of the replacing Skipper will be borne by the Skipper himself, or the Crew.
- 9.4. The Skipper can terminate this agreement, upon the condition that he will place a suitable new Skipper into the position no later than the 1st of April. In this case, the substitute Skipper will have to accept this contract before taking to sea.
- 9.5. Each Party sub 1) to sub 9) may terminate the present agreement and find a substitute. In the event of resignation without substitute, the sums already paid are refundable in accordance with article 9.6.

- 9.8. If the nautical meeting is prevented from happening by virtue of yacht wreck or an act of God, the Organizer will refund the participants in full, without granting a right to financial recourse to each Party sub 1) to sub 9).

#### ARTICLE 10 : INSURANCE

- 10.1. The Organizer has taken out an insurance policy for all risks with the insurance company, Baloise, insurance policy number 33561949. A copy can be made available on request.
- 10.2. Each Party sub 1) to sub 9) may subscribe to additional individual insurance.
- 10.3. The Organizer has taken a charter insurance covering the deposit with a refundable of 130€ (3-cabin) and 150€ (4-cabin)
- 10.4. The Charter Agents have also taken out an insurance policy for all of their sailing yachts. Each insurance contract will be in the yacht's file given to each Skipper. Negligence and/or improper use of the sailing yachts are not covered by this insurance.

#### ARTICLE 11 : DOCUMENTS

- 11.1. Crew lists must be filled out and sent electronically to the Charter Agency, along with a copy of the identity card and permit of the skipper, by the 30th of March at the latest. This Nautical Meeting Organization Agreement will be filled out, signed and returned at the latest at the final meeting on April 9, 2019 at the CHL.

#### ARTICLE 12 : MISCELLANEOUS

- 12.1. The Parties execute this agreement in good faith.
- 12.2. Each Party understands the significance and implications of this agreement and recognizes their consent was free and unconstrained.

- 12.3. In accordance with the law, the Organizer informs the Crews that he will have the right to publish all of the pictures taken or received in the context of the event through different media, including the club's website.
- 12.4. If one or several provisions of this agreement turn out to be null and void, unworkable or without effect, the nullity impracticality or lack of effect will not affect the other provisions of this agreement.
- 12.5. The Parties will replace any null and void, impractical or ineffectual provision with a provision which resembles the will of the Parties, as expressed in this contract, most closely.

**SIGNATURES**




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The Organizer

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The Skipper 1)

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The Crew member sub 2)

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The Crew member sub 3)

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The Crew member sub 4)

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The Crew member sub 5)

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The Crew member sub 6)

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The Crew member sub 7)

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The Crew member sub 8)

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The Crew member sub 9)

**ARTICLE 13 : APPLICABLE LAW AND JURISDICTIONS**

- 13.1. This agreement shall be governed by and construed in accordance with the laws of Luxembourg, without prejudice to any conflicting laws which may be applicable to the place(s) of transport and navigation.
- 13.2. Each party agrees to submit to the non-exclusive jurisdiction of the courts of Luxembourg over any litigation, claim, issue or any other matter arising under or in connection with this Agreement.
- 13.3. In the event of litigation, claims, issues or any other matter arising under or in connection with this Agreement, the French version of this contract shall prevail and Luxembourg Courts will have exclusive jurisdiction.

**Each page is to be initialed by all persons whose name appears on the crew list attached. This document must be submitted duly completed and signed, at the meeting on April 9, 2019 at 18:30 at the CHL, at the latest.**

**Only the French version of this Agreement shall prevail.**

Luxembourg, ....., 2019