

GENERAL TERMS AND CONDITIONS FOR NAUTICAL MEETING ORGANIZATION



Article 1 : Object and duration of the mission

- 1.1 The Organizer has the role of setting up a social gathering in the form of a nautical meeting with sailing yachts.
- 1.2 The nautical meeting will be composed in particular of:
 - o 5 to 7 routes of sailing yachts distributed over 4 days;
 - o a technical committee composed of 7 to 8 people, a sailing yacht and a rigid-inflatable boat, hereafter "RIB";
 - o the provision of sailing monohull yachts of 3 and 4 cabins
 - o food and drinks for the 4 days;
 - o 2 dinners ashore.
- 1.3 The detailed program for each day will be communicated no later than 2 weeks before the nautical meeting, via the "Skippers' book".
- 1.4 The nautical Meeting will take place at the places, dates and times indicated on the website of the Organizer.

Article 2 : Services

- 2.1 By virtue of these General Terms and Conditions, the Organizer provides the Skipper and the Crew Members with a sailing yacht, accommodating 7 to 10 people maximum, including the Skipper and the Co-skipper.
- 2.2 In accordance with article 5.3 of the General Terms and Conditions, all sailing yachts are seaworthy and suitable to complete the anticipated course by the Organizer.
- 2.3 Each sailing yacht thus provided is not the property of the Organizer but that of the Charter Companies listed on the website of the Organizer.
- 2.4 The Organizer provides the Skipper and Crew Members with the necessary materials to sail.
- 2.5 The Organizer undertakes to bear all of the following expenses:
 - o the complete cleaning of the boat at the end of the stay;
 - o provision of the bed linen and blankets;
 - o the food and the drinks of the Crew Members and the Skipper;
 - o re-purchase of the damage waiver.
- 2.6 The preparation of the meals and the daily tidying of the boat are the responsibilities of the Crew Members.

Article 3 : Transportation

- 3.1 The practical details of the transportation, respectively the places, dates and times of departure and arrival are indicated on the website of the Organizer.

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 Sunday morning Skippers' meeting and through VHF for the rest of the nautical event.
- 4.3 Only the Skipper 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, without being entitled to compensation. The costs of anchoring are the responsibility of the crew.

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 any damage caused in the course of seafaring.
- 5.2 A copy of the Skipper's sailing license and his ID card/passport will be forwarded to the Organizer 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. 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.
- 5.5 The Skipper is held responsible for the return of the sailing yacht to shore at the date and time indicated in the Skippers' book. Otherwise, the Skipper will be held responsible except in cases of force majeure.
- 5.6 Attention is requested in caring for the materials provided on the sailing yacht (interior decoration and equipment, superstructure, installations, 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 Skipper may decide to change the planned navigational course, or to not take to sea, without liability to the Crew Members.
- 5.9 In case of damage the Skipper may, without liability to the Crew Members/Co-Skipper 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.
- 6.3 All participants are reminded to bring an identity document valid for at least 6 months after the departure date indicated on the Organizer's website.
- 6.4 Each Crew Member must be able to swim 25m.
- 6.5 Each Crew Member must be medically fit to sail.
- 6.6 Each Crew Member is responsible for their own personal conduct and any resulting depreciation of materials or theft.
- 6.7 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/Registration

- 7.1 The participation fees for the nautical meeting and the transportation costs are indicated on the website of the Organizer. These amounts form an indivisible "package". An exemption from the transportation costs might be provided for the participants who are living abroad (distance more than 450km) and who are thus not able to use the means of transport provided by the Organizer. In the latter case, the concerned participants shall organize their own means of transportation to get to and from the nautical meeting.
- 7.2 The means of transportation to the port of departure will be by airplane, followed by a short bus transfer, the same will apply for the return to Luxembourg
- 7.3 Registration for the nautical meeting is made directly from the Organizer website. The invoice is automatically generated. Registration only becomes effective upon receipt of the full payment.

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 The Crew Members hereby 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 has implemented all the useful and necessary means to ensure the services covered by these General Terms and Conditions. He assumes an obligation of means and his responsibility can only be engaged to prove a fault establishing that he has not implemented sufficient means. In any case, his liability is limited to the value of its services, but not for gross misconduct.
- 8.5 The Organizer assumes no responsibility for the transportation of participants who use their own means of transport to get to or from the nautical meeting, respectively, who do not use the means of transport provided by the Organizer.

Article 9 : End and early termination

- 9.1 The commitment of the parties ends at the date and time of arrival (back in Luxembourg) indicated by the Organizer on the skippers' book and the time of departure from the nautical meeting for those participants which use their own means of transport.
- 9.2 The commitment by the parties 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 9.5.
- 9.3 The Skipper can terminate early his participation, 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.
- 9.4 Each Party may terminate the present commitment early and find a substitute. In the event of resignation without substitute, the sums already paid are refundable in accordance with article 9.5.
- 9.5 If a cancellation or a resignation occurs:
- up to 30 days prior to the departure date, 45% of the registration and transportation fees per resigned person will be refunded;
 - less than 30 days before the departure date, all prepaid sums will be retained.
- 9.6 If, in case of force majeure, the nautical meeting could not take place, the Organizer will refund the amounts paid by each party in full, without however granting them a right to financial compensation.
- 9.7 If the nautical meeting is prevented from happening due to bad weather, no refund is possible.

Article 10: Insurance

- 10.1 The Organizer has taken out an insurance policy for all risks with the insurance company, Bâloise, insurance policy number 33561949. A copy can be made available on request.
- 10.2 Each Party may subscribe to additional individual insurance.
- 10.3 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: Data Protection

- 11.1 The Organizer shall process the personal data of the Skipper and the Crew Members in accordance with the relevant laws and in particular (i) Regulation (EU) No 2016/679 / EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /EC (the "GDPR") and (ii) the law of 1 August 2018 organizing the National Commission for Data Protection and implementation of the predefined regulation.
- 11.2 As controller, the Organizer undertakes to protect this personal data, to ensure its confidentiality and to treat it in the context of the execution of the nautical meeting mission. The Skipper and the Crew Members hereby consent to the processing of personal data concerning them for the performance of the meeting mission.
- 11.3 In the context of these General Terms and Conditions, the personal data are required by the user to proceed to their registration at the nautical meeting and are processed by the Organizer as controller.
- 11.4 The data processing is therefore based on the processing necessary for the performance of the contract to which the Skipper and the Crew Members have already departed or are about to be.
- 11.5 The personal data collected by the Organizer are neither disclosed to a third party nor transferred to a country outside the Economic and European Union.
- 11.6 The data are kept for the period strictly necessary for their processing. They are kept by the Organizer after the nautical meeting in case of express consent of the interested party for information on future nautical meetings. In the absence of such consent, they are removed at the end of the nautical meeting.
- 11.7 The Skipper and the Crew Members have the right to access, rectify or delete their personal data and to restrict the processing or oppose the processing of their personal data. They still have the right to the portability of their personal data. These rights must be exercised by contacting the Organizer at the following email address: secretariat@sailingpassion.lu.
- 11.8 In case of violation of the RGPD by the Organizer, the Skipper and the Crew Members are informed that they have the possibility to file a complaint with the National Commission for the protection of the data.
- 11.9 By accepting these General Terms and Conditions, the participants give their express consent for the taking of photos during the nautical meeting by the members of the committee and the transmission of photos by the participants to the Organizer and for the subsequent publication of the photos on the various marketing materials, such as the website, newsletters, flyers of the Organizer. The participants acknowledge that these photos remain the exclusive property of the Organizer.

Article 12 : Miscellaneous

- 12.1 The Parties execute these General Terms and Conditions in good faith.
- 12.2 Each Party understands the significance and implications of these General Terms and Conditions and recognizes their consent was free and unconstrained.
- 12.3 If one or several provisions of these General Terms and Conditions 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 these General Terms and Conditions.
- 12.4 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 these General Terms and Conditions, most closely.

Article 13 : Applicable law and jurisdiction

- 13.1 The present General Terms and Conditions 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 these General Terms and Conditions.
- 13.3 In the event of litigation, claims, issues or any other matter arising under or in connection with these General Terms and Conditions, the French version of this contract shall prevail and Luxembourg City Courts will have exclusive jurisdiction.

Article 14 : Confirmation

- 14.1 The parties declare that they have read these General Terms and Conditions, which they expressly and unreservedly accept in their entirety.

