

## **The Boat Trip – booking terms and conditions**

This document sets out the standard booking terms and conditions, - Taksidi Sp. z o.o. (trading as 'The Boat Trip') a company registered in Polish National Court Register with the number 362104, whose registered address is Armii Krajowej 3, 05-530 Góra Kalwaria and that holds permit number 1163, issued by the Masovian Voivode, that authorizes Taksidi Sp. z o. o. to organize tourist events and that has insurance guarantee issued by AXA Poland, whose address is Chłodna 51, 00-867 Warsaw.

### Definitions:

1. Booking terms and conditions – The Boat Trip booking terms and conditions
2. Cruise – a tourist event organized by Taksidi Sp. z o.o.
3. Organizer - Taksidi Sp. z o.o.
4. Charterer/Participant – any legal or natural person who signs or is going to sign the Participant's Agreement to take part in a Cruise organized by Taksidi Sp. z o.o. or is willing to charter a yacht through Taksidi Sp. z o.o.
5. Participant's Agreement – both parties rights and obligations, resulting from participation in a tourist event organized by Taksidi Sp. z o.o.
6. Charter Agreement – both parties rights and obligations, resulting from intermediation contract, where Taksidi Sp. z o.o. acts as the Agent of the Charterer
7. Agent – Taksidi Sp. z o.o., that intermediates between the Charter Company and the Charterer
8. Charter Company – any company that charters vessels
9. Force Majeure – any external and inevitable event, impossible to foresee or prevent. In particular a factual, legal or administrative event, that despite the best efforts was unpredictable, for example flooding, hurricane, earthquake, storm, blizzard, war, revolt, revolution or riots.  
Events such as: sickness, car accident, cancelled holidays, lack of documents allowing crossing borders, family or personal issues cannot be understood as Force Majeure.

## **§1**

### **Concluding the Participant's Agreement**

(For individual booking)

1. The Participant's Agreement is concluded upon filling the form on the website [www.theboattrip.com](http://www.theboattrip.com) and paying a down payment within 48 hours from booking. Transfer instruction time is decisive.
2. Every Participant has to fill the form individually. Filling the form is legally equal to accepting 'The Boat Trip booking terms and conditions'.
3. 'The Boat Trip booking terms and conditions' are integral part of the Participant's Agreement.
4. You have to be of legal age to sign the agreement.
5. The subject of the Participant's Agreement covers a place on a yacht, the insurance and organizing the time according to a given cruise offer.

The Organizer cannot be held responsible for the weather conditions.

## **§2**

### **Concluding the Charterer's Agreement**

(For those booking an entire yacht)

1. The Boat Trip acts as an Agent on behalf of Charter Companies that we work with.
2. The Charterer's Agreement is concluded upon the Charterer and the Agent both signing the Charterer's Agreement and the Charterer paying an down payment within 48 hours from the signature. Transfer instruction time is decisive.
3. The Charterer has to fill and send the form in person, which is legally equal to accepting 'The Boat Trip booking terms and conditions'
4. 'The Boat Trip booking terms and conditions' are integral part of the Charterer's Agreement.
5. Only a person of legal age can sign the Charterer's Agreement.
6. The subject of the Charterer's Agreement provides that the Agent shall book for the Charterer a yacht of indicated class and size. Bookings made with Charter Companies are regulated by 'General Charter Conditions' of each of those companies. 'General Charter Conditions' are an integral part of the Charterer's Agreement and are sent together.
7. If you charter the yacht, your Skipper must hold at least a skipper's certificate. While sailing in Croatia, someone in the crew should also have VHF radio license.
8. On the Charterer's request, the Agent provides a recommended skipper. In an event of numerous bookings, when the Agent is unable to recruit enough professional and experienced skippers, the Agent reserves the right to transfer this obligation to the Charterer.

### §3

#### **The Boat Trip Booking Procedure**

1. The Booking is made through the online form on [www.theboattrip.com](http://www.theboattrip.com). The Booking is confirmed by a down payment of 50% of the total price, paid within 2 business days. When our system records the payment, we email the confirmation to the Charterer/Participant.
2. The Booking expires automatically, if the payment isn't made on time. The Boat Trip reserves the right to cancel the Booking, if payment dates are not observed. Changes of the crew (if you book an entire yacht) can be made free of charge up until 21 days before the charter.

### §4

#### **Payment conditions**

1. Upon booking a Cruise, the Participant commits himself to pay the Organizer a price for a tourist event, specified in the Participant's Agreement.
2. Upon booking a yacht, the Charterer commits himself to pay the Organizer a price, specified in the Charterer's Agreement.
3. The Charterer/Participant is obliged to pay the Organizer an Advance (at least 50% of the total value of the Participant's or the Charterer's Agreement). The remaining amount must be paid no later than 30 days prior to the start of the Event.
4. If the Participant fails to comply with the time limits for payments of the Advance or the remaining amount, the Organizer has the right to renounce the Participant's Agreement and to charge the Participant according to conditions described in §5 of this Booking Terms and Conditions
5. All payments made by Participants and Charterers shall be made either by PayPal or by bank transfer to the Organizer's account number account number: PL93 1030 0019 0109 7860 1005 6523, SWIFT: CITIPLPX at Bank Handlowy, with registered office in Warsaw. Payment date is equal to the day of issuing the transfer instruction.
6. The Boat Trip Skippers do not participate in the costs of groceries, port fees and fuel. All costs are presented with an assumption that Skipper does not participate in the crew's budget, which in line with sailing etiquette.

## §5

### **Important changes in conditions of Participant's Agreement and the right to renounce the Participant's Agreement.**

1. The Organizer has the right to change the Agreement's conditions if he proves that any of the following had taken place:
  - a. rise in costs of transport,
  - b. rise in official fees,
  - c. rise in taxes,
  - d. rise in airport fees (including booking changes),
  - e. rise in exchange rates.
2. The Organizer will send an information about a price change to the Participant's email address (the one provided in the application form) without delay. In such an event, the Participant has no more than 3 days to inform the Organizer via email, whether he or she accepts the amendments to the Agreement or chooses to renounce the Agreement and have all the fees that had already been paid refunded. The renouncement date equals the day the Organizer receives the email with the declaration. Lack of any information from the Participant will be treated as acceptance of the amendment.
3. The Organizer cannot increase the price set in the Agreement in the period of 20 days prior to the start of the tourist event.
4. Subject to other provisions of this Booking Terms and Conditions, the Parties have right to renounce the Agreement in following cases:
  - a. If the Cruise does not have enough participants, the Organizer reserves the right to cancel the tourist event up to 7 days before its start by sending to the Participant an appropriate information via email.
  - b. In an event of Force Majeure. In cases described in point a and b, the Participant is entitled to a full refund, the Organizer shall not charge any fees.
5. The Participant has the right to renounce the Agreement any time before the start of the tourist event. If the Participants renounces the Agreement for reasons attributable to the Participant, such as: refusal to issue the passport, expired documents, failure to pay on time, cancelled holidays at work, sickness or other sudden accidents, the Participant is obliged to send the Organizer his or her resignation via email and to pay a resignation fee:
  - a. For cruises organized in Europe

- upon resignation up to 45 days prior to the start of the event – administration fee of 20 EUR/person;
  - upon resignation between 44 and 31 days prior to the start of the event - 10% of the purchase price;
  - upon resignation between 30 and 15 days prior to the start of the event - 40% of the purchase price;
  - upon resignation between 14 and 8 days prior to the start of the event - 70% of the purchase price;
  - upon resignation 7 days or less prior to the start of the event - 100 % of the purchase price.
- b For cruises organized outside of Europe:
- upon resignation before 90 days prior to the start of the event - 10% of the purchase price;
  - upon resignation between 90 and 45 days prior to the start of the event - 20% of the purchase price;
  - upon resignation between 44 and 31 days prior to the start of the event - 50% of the purchase price;
  - upon resignation 30 days or less prior to the start of the event - 100 % of the purchase price.

## §6

### **Organizer's responsibility and complaints**

1. The Organizer shall be responsible for failure or improper performance of the Agreement, unless the non-performance or improper performance is due solely an act or omission of the Participant, act or omission of third parties not involved in the performance of services provided in the Participant's Agreement.
2. If the Organizer doesn't carry out an important part of the program, the Organizer is obliged to offer the Participant other provision of the same value (replacement provision). If it's impossible to deliver the replacement provision, the Participant can request the compensation for the loss, unless the replacement provision is undeliverable only because of acts or omissions of third parties, not involved in the delivery of replacement provisions, or if these act or omissions were unpredictable or unavoidable, or if they are caused by Force Majeure.

3. All the complaints resulting from failure to comply with the Agreement shall be reported to the Organizer in writing or via email no later than 14 days after the end of the tourist event, set in the Participant's Agreement. The complaints are assessed within 28 days after submission.

## §7

### Final provisions

1. The Participant's Agreement is concluded for the period of participating in a tourist event.
2. The Participant declares, that his or her state of health allows to participate in the event and that the Participant had read and accepted the Cruise program and participating conditions.
3. The Participant is aware of the fact that The Boat Trip events are made for young people (indicative age limit is 32). The Organizer has the right to reject the application form if the Participant by far exceeds the age limit. In such an event, the Participant shall be informed via email within 1 week after sending the application form.
4. The Participant authorizes the Organizer to process, update, share and store his or her personal data for the needs of performance of the Agreement, in accordance with the Personal Data Protection Act dated 29.08.1997 (article 23 section 1 point 1 and 3 in conjunction with Article 7 paragraph 5).
5. During the event, the Participant is obliged to follow the instructions of his or her Skipper.
6. During the event, the Participant is obliged to comply with the law, including the provisions of customs, visa and foreign exchange regulation as well as other laws, rules and customs applicable in the Republic of Poland but also transit countries, the country of destination, places we stay in, places we visit, coach or other means of transport.
7. While traveling by coach, it is strictly forbidden to drink alcohol, smoke cigarettes or use any kind of drugs. In cases of unacceptable behavior (excessive drinking, smoking cigarettes) the Organizer has the right to demand that the Participant in question leaves the bus. The Organizer can do that without warning and in such a case, costs of travel are not refunded.
8. Participants travelling by coach have to follow the luggage limit: 1 piece of luggage of max 20 kg and one hand luggage of 5 kg.
9. The Participant bears full financial responsibility towards the Organizer or third parties for damages caused by the Participant. The Participant is obliged to immediately repair the damage caused.
10. The Participant allows the Organizer (or people the Organizer indicates) to collect images of the Participant during the event.

11. The Participant allows the Organizer to publish images in order to: share them with other participants of the event, create a gallery from the event on Facebook. Images will be delivered in a digital form, downloadable by all participants of a given event from an Internet platform. The gallery will be available on the Organizer's Facebook profile.
12. Upon the Participants request, the Organizer is obliged to act in order to delete a given image of the Participant, which violates the Participant's personal wellbeing.
13. The agreement was concluded under the Act of 29 August 1997., Act on Tourist Services.
14. In matters that are not covered by this Agreement, provisions of the abovementioned Act and Polish Civil Code are applicable.