

# GENERAL TERMS AND CONDITIONS

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Last updated: 05.03.2019

This document regulates the booking terms and conditions of the company Naleia Discovery Travel. The Naleia Discovery Travel is referred to as NDT and owns the brand 'Naleia Yachting', offers of which are to be seen through [www.naleiayachting.com](http://www.naleiayachting.com) website. NDT is registered in the Republic of Poland, under the VAT-EU number PL8842595742 whose registered address is Lokietka 5/2, 58-100 Swidnica, Poland. NDT is registered in the tour organizers registry of Lower Silesia province under the number 615/9/2015.

This document is written in a direct manner and is assuming that 'you' are the future client of Naleia Yachting. Therefore, we resign from using third person terms (i.e. The Client) and explain you 'our' terms and conditions, from the point of view of our client 'you'. From now on, the term 'you' represents any client of NDT, and the term 'we', or 'us' represents the Naleia Discovery Travel company itself. We hope you will not be offended by the direct tone of this legal document, but we find this way of communication much clearer for the reader.

## THE PURPOSE OF THESE TERMS & CONDITIONS

1. This document refers to booking terms and conditions, which apply to all bookings made through [www.naleiayachting.com](http://www.naleiayachting.com). It is in your own interest to read these Terms and Conditions carefully before commencing with your booking.
2. These Terms & Conditions form the basis of the legal contract between you and us. Making a booking confirms your acceptance of these terms and conditions.
3. We reserve the right to make changes to this document any time necessary (usually resulting from change of laws or other regulatory requirements). The changes are taking effect when this document is updated on the webpage of Naleia Yachting.

## Role of Naleia Discovery Travel and Partners

4. We act as a reseller of berths on chartered yachts. This means that we charter the yachts, we are responsible for negotiations, communication and dealing with the chartering company(ies).
5. Chartering Company is the company offering the charter service. In other words it is the company which owns the yachts and rents them to us.
6. The Chartering Company is bound with a service contract to us which requires it to deliver the chartered yachts in a timely manner, with satisfactory level of seaworthiness, and in accordance to the offer negotiated by us.
7. On the website [www.naleiayachting.com](http://www.naleiayachting.com), we show the photos and descriptions of yachts which are chartered for each cruise. This image material comes from the partner chartering company. Thus, the Chartering Company is responsible for the accuracy of the photos. It is also responsible for providing functional mechanical, electronic, safety and rescue, navigational and medical gear on board of the yachts.

8. We will assist You in your relations with the Chartering Company. This especially applies to making arrangements, addressing issues with seaworthiness of the yacht, solving any eventual problems with the yacht and its equipment, clarifying any doubts.
9. The name of the Chartering Company, its address, and contact data will be sent to you together with the organizational information after you made your booking.
10. We declare that, having your best interest in mind, we signed an insurance guarantee to ensure that you will receive a full return of your payments for the trip with us, if due to our or any persons acting in our name fault the trip with us would not take place. Additionally the guarantee ensures partial return of payments for the part of the trip with us which would not take place due to our or any persons acting in our name fault.

## **BOOKING PROCEDURE**

11. In order to make the booking, please visit the website [www.naleiayachting.com](http://www.naleiayachting.com) and fill in the booking form. The required fields must be filled in and the form must be submitted in order to receive the form submission confirmation.
  - a. If you want to participate in the Naleia Yachting event with a group of friends, each person needs to fill in the form themselves (note: it is possible to specify in the form with who you want to be on the yacht).
  - b. We are not able to ensure that two people booking their place at very different times (i.e. more than a week of a difference between bookings) and wanting to be on the same yacht will have such an option.
12. After the form is processed by us, we will send you the booking confirmation. We confirm the availability and remind about details of the payment plan.
  - a. It is your obligation to process the payments according to the payment plan. Delays in payment may result in the cancellation of your booking. Preceding payments will not be refunded.
  - b. If you are likely to be unable to transfer the payment on time, contact us the latest five days before due date and request extension of payment due date. If this will be agreed, we will inform you in writing.
  - c. If the places for your favored dates are full, you will be offered other, still available places for other dates. If you are not able to participate, on these dates you will be offered to join the Waiting List.
13. The Waiting List is a list of participants still wanting to join the trip, even when the dates they are interested in are already full. The list is maintained in First-In-First-Out mode and any late cancellations are being communicated first of all to the individuals on the Waiting List.
  - a. If you book your place on the Waiting List, you are not bound by any contract with us. It only indicates your will to know about any late cancellations of bookings.
  - b. There is no specified date when the information about new free places is going to be published. It means that even one day before the trip start date you might be informed about late cancellation.
  - c. Joining the Waiting List is free of charge.

14. Once the first payment is processed (arrived to our account), your booking is confirmed and fixed. We will notify you as soon as this happens.
15. You must be at least 21 years of age to make the booking.

## PRICING

16. Booking fee is the only amount that needs to be transferred before the trip. Booking fee covers the chartering of the yacht, climate taxes, end cleaning of the yacht and skipper service.
17. Any other costs that you will cover, are to be paid on the place, during the course of the trip. These will mainly be: food and beverages, marina and buoy field fees, fuel, national park entrance fees, hire or purchase of any additional equipment (bicycles, scooters, watersports equipment, etc...). All these payments will be settled together with your crew.

## PAYMENTS

18. Payments can be made via online booking tool, by Paypal or in some cases by wire transfer.
19. All pricing on the website is presented in Euros and include the VAT.
20. All payments have to be processed according to the payment plan. This means that you must ensure that the payment arrives onto our bank account before the payment plan due date.
  - a. For a wire transfer this usually means that you should make the transfer at the day of receiving the booking confirmation (it usually takes banks in Europe 3 working days to process the payments)
  - b. Failing to ensure the timely payment may result in cancelling the booking without refunding the already made payment.
21. All payments are made to the Naleia Discovery Travel bank account registered in Poland (with details below).

Naleia Discovery Travel, Dominik Sarapata  
Lokietka 5/2, 58-100 Swidnica, Poland  
IBAN: PL 08 1140 2004 0000 3312 0697 4952  
BIC/SWIFT: BREXPLWMBK
22. The payment plan:
  - a. 50% of the booking fee is payable while booking online
  - b. Remaining 50% is payable up to 30 days before check-in date
23. If you prefer, you can settle the complete booking fee with your first payment.
24. If you are making a booking after 30 days before check-in, the first and only payment amounts to 100% of the booking fee.
25. After we register your first payment on one of our accounts, your booking is fixed and a contract between you and us is binding. This contract is regulated by this GTC and Privacy Policy. The contract will not be filed.

## CANCELLATION AND VARIATION POLICIES

26. Cancellation or Variation by us:

- a. As our booking information is prepared well in advance, minor aspects of your booking might change closer to the time of your trip. You will be notified before making any changes.
  - b. If, after your booking, any changes happen that affect the standard of your trip, you will be notified as soon as possible in order to allow you to make any appropriate decisions. This can be withdrawing from the booking (with full refund), accepting an alternative option (of the same or higher standard), or accepting an alternative option and receiving the difference in price (if the standard of the substitute is lower).
27. Cancellation or variation by you:
- a. If you cancel the booking with us as a result of your decision, you must notify us immediately in writing. Cancellation is effective on the date that we receive the cancellation.
  - b. We will refund your booking fee only if we are able to find a substitute for you who wishes to take your place. We have many communications channels and will do our best to find a substitute for you.
  - c. Your booking cancellation might require further charges by the Chartering Company abroad. In this unlikely event, we reserve the right to transfer any additional charges onto you. We will do our best to ensure these surcharges are kept to a minimum.
  - d. If you wish to make any booking data changes after confirmation, we will do everything to comply with them. If any surcharge happens, we reserve the right to transfer it onto you. Again, we will keep any surcharges to a minimum.

## **CHANGING OF PARTICIPANT**

- 28. If you are prevented to participate in the trip, we accept to transfer the booking rights to the individual of your choosing.
- 29. It is assumed that the person who is substituting you on the trip has read and agreed to these General Terms and Conditions.
- 30. You and the person who is going to substitute you, are responsible jointly and severally for fulfilling the terms and conditions of the contract with us. This especially applies to the eventual unpaid obligations or costs connected with changing the participant.
- 31. The person substituting you on the trip needs to be of the same gender, unless we agree to it being otherwise in written.
- 32. In the case of you wanting another person to substitute you, please notify us at least 7 days before the trip.

## **YACHT SPECIFICATIONS**

- 33. The pictures of yachts, provided on the website are representing the yachts that you will be sailing on, meaning that it is the same model, same year of built, etc... what might be different is the yacht's name and couple of other minor features depicted on pictures. The yacht pictures are delivered by our subcontractors and we cannot be held liable for their accuracy.

34. We represent the data on the website in our best knowledge and we will represent you in claims against the Chartering Company if you are not satisfied with the real-life condition of the yacht. We take any material we receive from our partners very seriously and add every effort to verify it before publishing.

## **SKIPPER SERVICE**

35. The skipper who is recruited to command your yacht has a suitable certification, experience and knowledge about the region the flotilla sails on. He is also accustomed to the program of the events during the trip and will transfer essential organizational information.
36. Your skipper can give you an introductory course to sailing. You will be asked if and how eager you are to learn and based on this information your skipper will involve you in the sailing teaching program.

## **YACHT DEPOSIT**

37. On Naleia Yachting trip we pay the deposit instead of you. This means you do not have to pay any deposit towards the Chartering Company.
38. By participating in the trip and agreeing to these general terms and conditions you agree to take up the responsibility of any damage you apply to the yacht (or any other equipment on it). This applies to intentional as well as unintentional damage applied in the normal state as well as under influence of alcohol, drugs, or any other substance.
39. We put aside a small amount of every participants booking fee into the *Trustful Social Deposit™*. This amount of money is accumulated to cover any damage resulted from adverse weather conditions and/or the nature of the sailing sport and/or circumstances that could not be controlled or foreseen. This means that any damage which is not caused by you or a result of malfunctioning yacht's equipment will be covered from the Trustful Social Deposit.
40. The Trustful Social Deposit is limited and if the accumulated damage per season is more than the Trustful Social Deposit amounts to, the damage needs to be covered by the crew/week community that the damage occurred to.
41. We will assist you in case of such damage in front of the respective Chartering Company.

## **TRANSFERS**

42. We do not offer any type of transfers between airport and the marina, neither transportation nor flights from/to your home country.

## **PASSPORT AND VISAS**

43. We cannot help you to obtain the correct visas, passports or any other documentation that you might need to enjoy the trip with us. However, we have got experience in that matter, so please contact us with your questions.

## TRAVEL INSURANCE

44. When traveling with us, you are automatically insured. Here you can read the [`General terms and conditions of insurance CONTINENTS`](#). The main insurance sums are:
- a. Medical expenses and immediate assistance: 100.000€,
  - b. Costs of rescue action at sea and in the mountains: 6.000€,
  - c. Personal Accident: 4.000€,
  - d. Travel Luggage: 400€.
45. By booking a trip with us, you state that you know, understand and agree to the abovementioned terms and conditions of the insurance. You also agree to process your personal data by the insurance company, in order to execute these terms and conditions.
46. The insurance company's data: AXA Insurance Company, Chłodna 51, 00-867 Warsaw, tel. +48 22 555 00 00, fax +48 22 555 05 00, [www.axa.pl](http://www.axa.pl)
47. In case of any accident to be reported to the Insurance Company, do contact following phone number: **Inter Partner Assistance, Emergency Centre, +48 (22) 575 90 80**, available 24h/d.
48. In case of any medical assistance is to be covered by AXA Insurance Company, you agree that AXA can access all your medical documentation and you agree to waive doctors medical privilege.

## YOUR BEHAVIOR

49. While traveling with us, you should not commit any acts contrary to the laws of the country you visit. You will take full responsibility for your actions and answer for them to the appropriate authorities.

## IMAGE COLLECTION

50. During the travel, we may collect photographs and video shots of you for marketing and promotional purposes. We will share all the photographs in a digital form after the trip, in case you might want to make use of them. If you will not be fond of any image that we will take of you, you have the right to ask for removal of respective material from our digital libraries. Further, you can opt out of appearing on any imagery that we take during the trip, by telling us on the welcome meeting (first day of the trip).
51. By booking the trip and not specifying otherwise, you agree that such material will be collected and used by us. You also agree to us keeping the ownership of all the rights connected with these images.

## OUR RESPONSIBILITIES

52. We are responsible for delivering you the service of providing the berth on the chartered yacht. This means that we are responsible for:
- a. Meeting you at the check-in time and check-in location described on the website. This time and location is defined as well in the organizational materials sent to you after booking.

- b. Arriving with the yachts at an agreed time to the appropriate check-out location at the end of your route.
  - c. We will do that to our best knowledge and skills. This means that only unforeseen events like Force Majeure can prevent us from doing so. This can include storm, strong winds, wars, terrorist attacks, explosions, plagues, etc...
  - d. In the unlikely event of us not being able to meet you at the check-in time and place agreed upon, we will contact you (email, text message and/or phone call) and inform about an alternative place of meeting. In case of Force Majeure being the cause for the alternative meeting place, you agree to cover the additional travel expenses yourself. If the cause is our fault, we will cover all the additional travel expenses (i.e. train, bus, water taxi tickets).
  - e. If we will fail to arrive to the appropriate check-out location of your route and it is our fault, we will cover 100% of additional travel expenses which will be needed for you to arrive to the agreed destination. If the fault will be the effect of Force Majeure, you agree to cover your travel expenses.
53. If (by reason of Force Majeure) we will not provide you with a berth at the agreed check-in time and place, but the delivery is made within 48 hours of the agreed time of delivery, we will refund you the booking fee on a pro-daily basis. If by reason of Force Majeure we will not provide you with a berth within 48 hours following the agreed time, you are entitled to terminate the agreement and be refunded the full booking fee without interest.
54. If we fail to deliver you a berth, or satisfactory substitute, within 24 hours after the agreed check-in time of your route (for reasons other than Force Majeure), you are free to terminate the agreement with us and will receive (without interest) the full booking fee plus 25 per cent of the booking fee as damages.
55. We will not be responsible and thus held liable for the security of your personal belongings and luggage while you are on your travel with us.
56. We accept the responsibility for using reasonable skill and care to ensure that your travel with us is reasonably supplied as described in our promotional material. We also accept the responsibility for delivering the service in a reasonable standard in accordance to the local law, or when this fails to regulate the service, to a local custom.
57. We are responsible for not delivering you the service, or delivering the service incorrectly , unless such fault occurred due to:
- a. Your action or failure,
  - b. Action or failure of a third party, not participating in delivering our service, if these action or failures could not be foreseen neither prevented,
  - c. Force majeure.
58. In any case our responsibility for not delivering the service or delivering the service incorrectly is limited to the double value of the service you booked.

## **YOUR RESPONSIBILITES**

59. By agreeing to these terms and conditions you agree to arrive at the check-in time and location.

60. If you are going to fail to arrive within check-in time you agree to inform us about that situation. If you will not let us know about such delay, you agree to the flotilla leaving the check-in location, the morning after the check-in date without you on board. You furthermore agree to cover any additional travel expenses that you might need to cover (taxi, ferry, bus, train, etc...) to reach the flotilla.
61. You must use the yacht according to the rules specified by the skipper during your travel with us. If any damage occurs as a result of you not complying to these rules, you agree to cover the full value of the damage (applies to the damages which are not covered by the yacht`s insurance).
62. If any malfunction, damage, accident, or a significant incident occurs in your presence, you agree to inform the skipper immediately about this event.
63. You will apply care and reasonable thinking while using the yacht and any of its equipment or gear placed within it.
64. If you suffer from a serious health problem, you agree to keep with you any medications that you might need at all times during traveling with us. Please note that each yacht carries only a generic first aid kit.

## **COMPLAINTS**

65. We want to maintain the highest possible standards of service. If you happen to have any issue with the service, please address your complaint as soon as you can to your skipper or the organizer. We will do our best to offer an appropriate solution.

## **DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS**

66. It is crucial that you let us know about any special needs/requirements so that suitable actions can be taken beforehand. If you need advice prior to booking, please contact us (contact details on our website).
67. If you have a medical condition, mobility problem, or a disability that may impact your travel, please provide us with full details of such situation before you book.

## **DATA PROTECTION**

68. We keep a full privacy policy that is available to be viewed on our website. By making a booking, you agree to the terms of our privacy policy.
69. We will use your personal data for administration, statistical analysis, host mailing, customer services, analysis and improving our services. All these actions are our internal processes and the only partner we share any information with is the chartering company (according to the local laws, chartering companies require the participants lists).
70. By booking with us you agree to us processing your personal data required by this terms and conditions and specified in our privacy policy.

## JURISDICTION

71. These terms and conditions are to be governed exclusively by the law of the Republic of Poland. The courts of the Republic of Poland shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

## DEFINITIONS

Chartering company	The company that rents the yachts to us
Check-in location	The location where the routes offered by us start and where you can board the yacht
Check-in time	The defined time on the first day of your trip with us at which you should appear on the defined location.
Check-out location	The defined location where the route ends and where you go on shore again
Check-out time	The defined time by which you must have removed all your possessions from the yacht.
Force Majeure	an extraordinary event or circumstance beyond the control of the parties involved in the contract, such as a war, strike, riot, crime, or an event described by the legal term as act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.). Force Majeure prevents one or both parties from fulfilling their obligations described in the contract.
Route	The one week travel with us starting at the check-in location and ending at the check-out location. Between these locations you travel by sailing yachts.
We, us, ourselves	Naleia Discovery Travel
Website	<a href="http://www.naleiyachting.com">www.naleiyachting.com</a>
Yacht seaworthiness	The technical condition of a yacht, allowing it to be used for sailing
You	Client of Naleia Discovery Travel, participating in the Naleia Yachting event

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