

Miles Ahead Sailing General Terms and Conditions and Crew Agreement (okt 2023)

Booking procedure:

1. The Client sends a binding booking request via online form or email, provides the needed data and confirms that they have read and accepted these terms and conditions
2. The booking request is answered by a written confirmation and invoice via email. This creates a binding obligation for Miles Ahead Sailing.

What you get:

1. The sailing events or courses correspond to the previous offer or description on the homepage www.milesaheadsailing.com
2. All sailing trips are carried out on seaworthy sailing yachts with the safety equipment and insurance required for the sailing area
3. Miles Ahead Sailing reserves the right to make necessary changes to the sailing event due to the weather situation, damage to the vessel or other urgent reasons. In this case, Miles Ahead Sailing will hold itself harmless.
4. If the sailing yacht specified in the offer is not available, the sailing trip can be carried out on a comparable replacement sailing yacht. If the proposed Skipper/Trainer is unavailable in the event of illness, disability or for other unforeseeable reasons, Miles Ahead Sailing is entitled to have the sailing event carried out by another qualified substitute.
5. Austrian law applies. The place of jurisdiction is Vienna.

Conditions of Participation & health declaration

1. The crew participants declare that they will follow the instructions of the skipper or trainer and carry out the assigned tasks on board as best as possible. The skipper or trainer reserves the right to expel crew participants who do not follow instructions at the next port.

2. Miles Ahead Sailing assumes responsibility for the safe management of the sailing yacht. The participants are responsible for any damage caused intentionally or through gross disregard of the skipper's or trainer's instructions.

3. The skipper or trainer will act according to good seamanship in order to minimize risks for the sailing yacht and the crew participants. However, accidents cannot be ruled out. Miles Ahead Sailing assumes no liability for claims that are not covered by the insurance of the sailing yacht or the skipper or trainer. Participation in any sailing event is at own risk. The crew participants need to have a **valid health insurance**.

4. Sailing can be physically and mentally demanding. **The crew participants declare that they will join the event in a good general state of health and that they will announce any health restrictions in good time. In any doubt they will consult a doctor before the event. If any participant needs to take medication regularly, he needs to bring sufficient quantity for the duration and inform the skipper.**

5. In the case of contagious diseases such as but not limited to COVID-19, participants will report any symptoms they experience before departure and, if in doubt, carry out a test. In the event of an infection, the client cannot take part in the event. The respective cancellation fees become due.

6. Therefore, it is strongly recommended that you take out appropriate travel insurance.

Payment terms

1. After a binding order has been placed and acceptance has been confirmed by Miles Ahead Sailing, the 50% deposit is due within 14 days.
2. The remaining payment is due at least 6 weeks before the start of the sailing trip.
3. If one of the payments is not received on time, the reservation can be canceled by Miles Ahead Sailing and the corresponding cancellation fees will be retained.
4. Payments are made by bank transfer to the following account:
Michael Kröss, Erste Bank IBAN: AT38 2011 1827 3444 8100 BIC:
GIBAATWWXXX

Cancellation conditions

1. The sailing trip can be canceled free of charge within 14 days of receiving the order acceptance issued by Miles Ahead Sailing. Amounts already paid will be refunded.
2. Up to 6 weeks before the start of the sailing trip, the cancellation fee is the same as the deposit from Miles Ahead Sailing bindingly confirmed order.
3. From 6 weeks before the start of the sailing trip, the cancellation fee is 100% of Miles Ahead Sailing bindingly confirmed order.
4. Miles Ahead Sailing therefore strongly recommends taking out a corresponding one Travel insurance.
5. Reservations for participation in the sailing trip or course can be transferred to other people only after consultation with Miles Ahead Sailing.
6. The sailing trip may be canceled under certain circumstances by Miles Ahead Sailing. Such events include but are not not limited to force majeure, pandemics, epidemics, travel restrictions, illness of the skipper or trainer, damage of the sailing

yacht. In this case, participation fees that have already been paid will be fully refunded. The repayment does not include any individual expenses related to the participants (arrival and departure costs, personal sailing equipment, ...) that have already been incurred by the participants. The upper limit of the return amount corresponds to the participation fees for the sailing trip.

On-board cash desk (Bordkassa)

1. The participants pay equally into the on-board cash register.
2. The skipper or trainer does not pay into the on-board cash register.
3. All shared costs for the sailing trip will be taken from the on-board cash register.

This includes fuel, port fees, meals on board and on land (joint restaurant visits), final cleaning, replacement of lost equipment, small repairs, permits and national park fees, ...

Packing list

In addition to normal luggage, appropriate sailing clothing is recommended! Warm, weatherproof clothing as basic equipment, appropriate sailing clothing such as oilskins (!), sailing gloves, headgear, suitable footwear, sun protection, and possibly a personal sleeping bag, ... packed sparingly in soft bags.

Miles Ahead Sailing provides life jackets and harness lines.

The meeting point for the crew participants at the start of the sailing trip will be announced in good time by email.

Required data and explanation

All personal data collected will be treated confidentially, with the exception of official reporting requirements. If not done via online form please enter the fields below

Surname

First name

Birth date

Place of residence/country

nationality

Travel document number

e-mail

phone

Emergency contact

I declare that I agree to the Miles Ahead Sailing Terms and Conditions.

Attention: With the declaration of consent, these terms and conditions become part of the contract.

Date and signature

Note: Alternatively, these General Terms and Conditions can be confirmed by checking the relevant box in the online form or by email to office@milesaheadsailing with the note "Miles Ahead Sailing General Terms and Conditions (October 2023) read and accepted".

