

## Terms & Conditions of Booking and Payments

These booking conditions apply for the VISC Adriatic Week sailing event.

These booking conditions, together with any other written information shared during the booking process and in advance of the event form the basis of your agreement with Vienna International Sailing Club ("we", "us", "our", also referred to as "VISC").

Please read them carefully as they set out our/your obligations. In these Terms and Conditions, references to "you" and "your" include the named person (VISC member) on the booking.

By making a booking, the named person on the booking agrees that you:

- have read these Booking Conditions and have the authority to and do agree to be bound by them;
- are over 18 years of age and, where placing an order for services with age restrictions, declare that you and all members of the party are of the appropriate age to book those services;
- accept financial responsibility for payment of the booking.

### Booking your place on the VISC events

A booking is made with us when you pay us a deposit; or full payment if you are booking late; and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

Please note that your basic booking with us will consist in case of the Adriatic Sailing Week only of place or accommodation aboard a boat chartered by our partners SCI on behalf of VISC. For other events on non livable boats accommodation needs to be booked separately by the participants like the J70 Master Class.

### If YOU cancel your booking before departure

If you decide to cancel a confirmed booking you must notify us in writing to the following email address: [visc.viccommodore@gmail.com](mailto:visc.viccommodore@gmail.com). Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we confirm receipt of it.

Since we incur costs in cancelling your booking, you will be subject to paying a cancellation fee according to the following schedule:

- Cancellations before 31st July will be fully refunded.
- Cancellation between 31st July and 31st August will result in loss of your deposit
- Cancellation after 31st August will result in the loss of 100% of the booking fee.

Should we/you be able to find a replacement to take over your booking, booking cancellation fees will be waived.

### If WE have to change or cancel your booking

If, due to circumstances beyond our control, it becomes necessary to substitute an alternative boat or supplier, or make any other alterations, even a postponement or cancellation, to your booking we shall inform you of the changes as early as feasibly possible.

We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "Force Majeure" to change or terminate all or some of your arrangements. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result except where we manage to recover the same from our suppliers. In such cases we recommend that you direct all claims to your personal travel insurance.

### Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable, or pay you compensation, if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our suppliers'

control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (this includes COVID 19 travel restrictions) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labor strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.

Due to the types of arrangements being provided, your booking may be affected by weather conditions and other such factors outside our and our suppliers' control. Accordingly, we cannot be held liable and will not pay any refunds or compensation where your stay is affected by such factors, including where this results in a reduction in the number of nights of your stay, or regarding your enjoyment of the arrangements and the event.

#### Our Service Providers

VISC is responsible for selecting an appropriate provider/ subcontractor for the VISC events, taking into account any relevant due diligence. Therefore, we will have no liability to you for anything that happens during the event in question or any acts or omissions of the provider, its employees or agents.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from: the acts and/or omissions of the person affected; or the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or Force Majeure.

By booking the event in question you accept these Terms and Conditions and waive any and all liability of the club in setting up and arranging the event.

#### Your Behaviour

All our members are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, in the opinion of your skipper, or any other person in authority, your behaviour, or that of any member of your party, is causing or is likely to cause distress, danger or annoyance to any other club members, guests or any third party, or damage to the yacht or other property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately.

In the event of such termination, our liability to you and/or your party (collectively or individually) will cease and you and/or your party (collectively or individually) will be required to leave your accommodation (the yacht) or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements/services will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly, collectively and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the operator prior to departure from the charter base. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions, together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behavior of other individuals who have no connection with your booking arrangements or with us.

#### Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up-to-date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses, which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

\*It is your responsibility to check any current guidance specific to the COVID 19 situation, including any applicable guidance issued by your country of residence/ departure.

#### Official International and National Advice for Travel

You are responsible for making yourself aware of official national or international advice (governmental and non-governmental) with regard to the safety of the countries and areas in which you will be travelling and to make your travel and booking decisions accordingly. Any such international/national (governmental and non-governmental) advice to avoid or leave a particular country may constitute Force Majeure.

#### Insurance

We recommend you to take out comprehensive travel insurance, this is your responsibility. You must be satisfied that your chosen insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness, personal belongings and money, and cover your stay aboard a boat. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

#### Relevant Law

For all matters of law the law of the Republic of Austria is agreed.