

In particular, the organizer especially recommends the client to read carefully the **terms and conditions of payment and cancellation, sections 6 and 7, and section 5, client's liability**, regarding sections of the captain's right to interrupt without compensation travel of a client whose behavior endangers himself or another party. The possession and use of narcotics also entitles the captain to suspend the client's sailing without the organizer's liability to compensate. **Note also section 3** that for sailing **all clients must always have a valid home and /or travel insurance.**

1. Scope

These terms and conditions apply to sailing trips, which are organized by Boatlife.fi (later called the organizer) and booked or purchased by an individual consumer client or a small group of consumers, up to 12 persons (later called a client or passenger) in Finland and abroad. Separate terms apply to rental boat sales and sailings and sailing trips sold to companies. Read more about the rental boat sales terms and conditions from here. [Boatlife.fi boat rent terms and conditions](#).

2. Contents of the Agreement

The sailing includes the services and arrangements agreed between the customer and the organizer. The content of the contract shall be assessed in the light of any prior the trip written or electronically informed terms.

Generally, sailing provided by the organizer includes skippered sail from the designated port of departure to the return port. Other services with different themes are always announced separately, either on the website or directly to the customer.

A binding contract forms when the booking fee or the full price of the sail is paid due the date specified by the organizer.

The full cost of the sail must be paid within the time limit stated by the organizer or at any other agreed time. After paying the booking fee or the cost of the sail, the customer is entitled to a confirmation of the journey well in advance of the sail.

The booking fee and payment terms are specified in section 6 in below.

3. Travel documents and travel insurance

It is the responsibility of the customer to ensure that he / she has all the necessary documents (home insurance and / or travel insurance, passport, visa, vaccination certificates, etc.) required for the journey and to check the accuracy and correspondence with the travel confirmation. Transportation to and from the port of departure and return is the responsibility of the customer. The customer must also check the departure times of the sails. The organizer shall not be liable for any loss or damage caused to the customer if the trip is prevented or interrupted due to incomplete or incorrect travel documents (eg missing passport) or refusal or absence of a visa. **The customer must always have valid travel insurance before the start of the sail or home insurance in the home country and those documents must be presented to the captain upon arrival at the boat.** The captain may, if necessary, refuse the sail from a customer who does not have travel insurance, and the

organizer shall not be liable in these cases for any expenses or damage incurred by the customer.

The organizer recommends that the customer take out travel insurance in sufficient time to cover the customer's cancellation cover.

4. Possible security risks of the travel destination

The captain is always responsible for the safety of the boat and crew, and his instructions must be strictly observed in all matters relating to personal and maritime safety. The customer's health on the sails is primarily the responsibility of the customer and the authorities of the country concerned. The customer must act in accordance with the circumstances of the site. Information concerning safety of destinations located outside of Finland are available from the Department of Foreign Relations and the National Institute for Health and Welfare; such as the websites of the parties concerned, www.formin.fi and www.thl.fi. The customer should familiarize himself / herself with the conditions of the destination eg. using the above information.

5. Customer Responsibilities and Responsibilities

5.1 During the trip, the customer must follow the instructions and regulations of the captain, the authorities, the organizer or the representative of the organizer and the rules of the means of transport.

5.2 The Customer shall not disturb other passengers or cause harm or danger to himself or other passengers by his or her behavior. If the customer materially neglects his / her obligations, he / she may be denied or removed. In this case, the customer is not entitled to a refund and will be responsible for any expenses incurred while traveling home.

5.3 The Customer shall be liable for any damage caused to himself, the organizer or any third party by his or her willful, negligent or negligent conduct, including by failing to comply with the terms above.

5.4 The client must not possess or use narcotics on the organizer's sails, irrespective of the length or nature of the trip. This prohibition is absolute and the captain has the right and duty to refuse or interrupt the journey of a customer who violates this prohibition. In this case, the customer is not entitled to a refund and will be responsible for any expenses incurred during his / her return home

5.5 The customer must inform the organizer of the contact details he / she can reach before and during the trip.

6. Terms of payments

- a) Once the organizer has confirmed to the customer that the sail is available for reservation, the customer must pay a booking fee when booking the sail. The booking fee is 300 euros per person.
- b) Less than 300 Euros / person sails, which are not involving overnight stay on the sea or on the shore must be paid in full at the time of booking.
For special themes and new destinations or abnormal sailing, the organizer reserves the right to charge a higher booking and cancellation fee than normal. The customer will be informed of this practice at the time of booking the sail.
- c) When booking sailing by phone or e-mail, the booking fee must be paid within 3 days of the reservation or as specified by the organizer.
- d) The final payment must be paid at least 45 days before the start of the sailing.
- e) If the booking fee or the final payment is not made in accordance with the above, the travel reservation shall be canceled by the organizer.

7. Terms of cancellation

7.1 Office expenses

Cancellations and modifications will incur an processing charge of 300 euros / person / change. Sailings that cost of less than 100 euros of will incur 20 euros / person / change. In the event of cancellation, the customer will have to pay for processing charge, even when customer are otherwise refunded.

7.2 The client may cancel the sailing without any special reason as follows:

When sailing is canceled before the start of the journey;

a) less than 90 days, but no later than 45 days before travel, refund will be 100% of the booking fee deducted with processing charge of 300 euros.

(b) less than 45 days, we will charge the actual costs charged by the third party (Boat Charterer) to the organizer of the sail plus processing charge of 300 euros.

c) For cancellations made less than 28 days the customer is obliged to pay the total price of the sail.

Short sailing trips (less than 24 hours) which are organized in Finland, when canceled before the start of the journey;

a) 1 month 100% refund of booking fee minus 20 € processing charge

b) Within 14 days the customer is obliged to pay 50% of the total price of the trip.

c) In case of cancellations later, the customer is obliged to pay the total cost of the trip.

7.3 If the trip is priced according to the fact that two or more clients will be accommodated in the same cabin and one of the members of the party will cancel their trip, the organizer has the right to charge a reasonable extra for the cancellation. The canceled trip and participating party members will be jointly and severally liable for the additional fee to the organizer.

7.4 If the travel is not canceled and the customer does not arrive at the agreed departure time or if he / she is unable to attend due to reasons beyond his / her control, such as a valid passport, visa, ID or vaccination certificate, he / she is not entitled to a refund.

7.5 Customer's right to cancel the trip due to force majeure.

You must ensure that you have valid home- or travel insurance coverage to cover travel canceled due to force majeure. Due to the special nature of the sailing trips, the organizer will not reimburse the customer for cancellation costs other than the cancellation policy.

8. Customer's right to modify the contract and assign it to another

8.1 The customer has the right to change the departure date or, at the latest 90 days before the start of the trip, by paying the processing charge in addition to the price of the new trip. Later changes may be considered by the organizer as a cancellation of the trip and booking of a new one.

8.2 The customer has the right to change the customer information in the reservation or to transfer his / her contractual rights to a person who fulfills any conditions for participation in the trip. The organizer must inform the organizer at least 14 days before the start of the trip of any transfer or change of information. The organizer is entitled to claim the actual costs incurred as a result of the transfer or change of information, such as any fees charged by the boat charterer or shipping company for changing the crew list, etc.

8.3 The transferring party and the receiver shall be jointly and severally liable for payment of the price and compensation to the organizer.

9. Price changes

9.1 After the termination of the contract, the organizer has the right to increase the agreed fare on the following grounds:

a) changes in taxes and other public charges affecting the price of the journey.

b) changes in transport costs beyond the control of the organizer and not taken into account by the organizer at the time of termination of the contract.

9.2 The price of sailing may not be increased during the 21 days prior to the agreed departure time.

10. The organizer's right to make minor changes to the itinerary

10.1 If, for reasons beyond its control, the organizer is unable to comply with the agreed itinerary, the organizer has the right to change the sailing itineraries and other parts of the trip, such as timetable, overnight stay and means of transport, or make other changes to the itinerary. For example, the prevailing wind conditions affect the choice of sailing routes during the day and during the trip. Changes must be notified to the customer.

10.2 Due to the small number of participants, the organizer has the right to change the means of transport, the route and the timetable, provided that the changes do not substantially change the nature of the journey. Changes shall be communicated to the customer within a reasonable time, taking into account the length and nature of the journey.

10.3 Notwithstanding the above changes, the Customer is responsible for paying the price of the trip and any other agreed fees.

11. The organizer's right to cancel and suspend the trip

11.1 The organizer has the right to cancel the trip if:

a) there are not enough participants registered for the journey. The organizer has the right to decide on the minimum amount required for each trip. The customer must be informed of the cancellation as soon as possible, taking into account the length and nature of the trip.

b) following the termination of the contract, the organizer's ability to carry out the agreed - upon journey in an agreed manner is substantially impaired due to acts of war, natural disaster, strike or similar situation at the place of destination or if the journey cannot be completed without endangering the life or health of the customer. The customer must be informed of the cancellation as soon as possible.

11.2 If in Section 11.1.b. if such a situation occurs during the trip, the organizer has the right to interrupt the trip and make any other necessary changes to the itinerary.

11.3 If the organizer cancels the trip in accordance with point 11.1. on the basis of this, the customer may claim a new equivalent trip at the price he paid for the

original trip, unless arranging a replacement trip would cause the organizer unreasonable costs or undue inconvenience. If the replacement travel price is lower than the price originally agreed, or if the replacement travel does not include the services originally agreed, the customer must be reimbursed the difference or the equivalent of the missing services.

11.4 Upon cancellation of the trip in accordance with Clause 11.1, the organizer shall promptly refund the Customer's payments, unless the Customer receives in accordance with Clause 11.3. referred to.

12. Accessory right of the organizer to terminate the contract

The organizer has the right to cancel the contract if the customer has not paid the price of the trip by the agreed payment date. A prerequisite for the organizer's right to terminate the contract is that the customer has received a reasonable time for payment.

13. Error and error message

13.1 There is an error in the Organizer's performance if

a) the voyage or other arrangements do not correspond to what has been or may be considered to have been agreed.

b) the organizer has clearly failed to provide the customer with information which may affect the performance of the trip and the conclusion of the contract, such as the applicable terms or the content of the trip.

13.2 However, changes due to changes in the nature of the sailing trip, such as weather conditions or changes made by third parties, are not considered to be errors.

13.3 Minor changes or deficiencies which the Client could reasonably have anticipated by virtue of the destination or the nature of the journey shall not be regarded as defects.

13.4 Late arrival at the destination, late start of sailing or earlier departure, if the change is due to a cause beyond the control of the organizer, is not an error. Nor shall it be deemed to be a defect if the change is due to port or airspace congestion, port and air traffic control or authority measures, exceptional weather, an exceptional cause beyond the carrier's control (eg safety risk, unexpected or a similar reason).

13.5 Error message

The customer may not plead the error unless he notifies the organizer within a reasonable time when he discovered or should have discovered the error. Any defect

that may be corrected at the venue must be reported to the captain or the organizer's representative at the venue as soon as possible.

14. Defect correction and price reduction

14.1 Correcting a defect

The organizer shall correct the error without delay at his own expense. However, the organizer may refuse the repair if it would cause unreasonable costs or undue inconvenience. The customer may refuse to repair if it would cause him material harm.

14.2 Price reduction

If the error is not rectified without delay at the expense of the organizer or if the error cannot be corrected, the customer is entitled to a price reduction corresponding to the significance of the error. If the customer does not use, or only partially uses, the transportation or other services included in the trip, he is not entitled to a price reduction on this basis.

15. Compensation

15.1 The customer is entitled to compensation for personal, property and property damage caused to him by a mistake in the performance of the organizer if the mistake or damage is due to the negligence of the organizer or any other trader used by the organizer in performance of the contract. In order to be released from liability, the organizer must show that there was no negligence on the part of the organizer.

15.2 The customer shall use his best efforts to limit the amount of damage. The organizer is not liable for any damage caused by the customer's own negligence. Compensation for damages may be mediated if it is unreasonable having regard to the customer's possible contribution, the organizer's ability to anticipate and prevent damage, and other circumstances.

15.3 In the case of damage sustained in connection with carriage by sea, compensation shall be determined in accordance with the provisions or agreements applicable to the conduct of the organizer and any subcontracting carrier. In determining the liability of the organizer, account shall be taken, in the case of maritime transport, of the criteria for compensation under the Maritime Code (674/1994) or the International convention on such carriage.

15.4 Force Majeure

The organizer shall not be liable for any damage caused by force majeure or for any other unforeseeable reason which could not have been prevented by the Organizer or a trader assisted by the organizer. Such causes include military action, natural disasters, contagious diseases, strikes and similar events.

The organizer shall promptly notify the customer of such force majeure and shall endeavor to minimize the damage to the customer.

16. Claims for compensation

16.1 The issue of a notice of error to the organizer is set out in Section 13.

16.2 Claims for compensation must be made in writing to the organizer no later than two weeks after the end of the trip, unless there is a specific reason for extending the period of appeal.

17. Disputes

In the event of disagreement between the organizer and the customer regarding, for example, the interpretation of the contract or the amount of compensation, the customer may bring the matter before the Boatlife.fi district court.