

General Terms of Business of the JCI Regatta Foundation | 01-01-2020

1. Regarding the boats the JCI Regatta Foundation acts only as the agent/intermediary in an agreement/contract between the tenant and the lessor.

2. Beside the general terms of business of the JCI Regatta Foundation, also the general terms of business of the lessor apply. The general terms of business are in full part of the agreement/contract between tenant and lessor.

These terms of business can be received in advance upon request and will always be sent together with the agreement/contract.

The general terms of business of the JCI Regatta Foundation are additional to the general terms of business of the lessor. In those cases where both general terms of business are conflicting, the general terms of business of the JCI Regatta Foundation apply. On the website of the JCI Regatta Foundation www.jci-regatta.com both general terms of business can be found.

3. All mentioned and used prices are in euro, and if applicable including VAT.

4. The agreement/contract is established after the registration form is filled in, signed and returned by the tenant and/or after the payment of the first invoice by the tenant has taken place.

5. In total the tenant is obliged to pay the due amount of the invoices of the JCI Regatta Foundation.

- In case of reservation of a boat the tenant is obliged to pay within 14 days after receiving the invoice a deposit amounting to 25% of the agreed price within 14 days after invoice date.
- Subsequently the tenant is obliged to have paid 25% of the agreed price before 1-3-2020.
- The remaining 50% has to be paid by the tenant before 1-6-2020.
- An eventual extended stay invoice has to be paid within 14 days after invoice date.

In case of the payments have not been made punctually, the JCI Regatta Foundation has the right to cancel the reservation at the lessor, without any notice to the tenant. The cancellation costs thereof are due by the tenant.

6. Tenant has the possibility to cancel his reservation with respect of the following rules.

In case of cancellation on behalf of the tenant the following amounts are due by the tenant: A. Cancellation is received by the JCI Regatta Foundation more than sixty days prior to departure: 50% of the due amount of the invoice.

B. Cancellation is received by the JCI Regatta Foundation within sixty days prior to departure: 100% of the due amount of the invoice.

7. Cancellation by the tenant has to be done by registered post, addressed to the JCI Regatta Foundation. The date "signed for receipt" is leading.

8. In case the tenant is obliged to cancel his reservation, the JCI Regatta Foundation grants him the possibility to appoint a substitute, on condition that the new tenant also has sufficient sailing experience and possesses the necessary diplomas and/or certificates.

9. Any desired extras regarding the equipment of the boat need to be communicated to the lessor not later than four weeks prior to departure.

10. Participation in the JCI Regatta is at one's own risk.

11. Tenant and its crewmembers are obliged to follow the rules and regulations for participants, as drew up the JCI Regatta Foundation.
12. Tenant and its crewmembers are obliged to conclude a travel insurance, a medical insurance and a cancellation insurance.
13. Tenant is responsible and liable for any damage to the boat caused during the rental period, unless the damage is the responsibility of the lessor, for instance in case of wear and tear, age, deficiencies in maintenance and so on. The liability of the tenant is limited until the amount of the deposit, unless in case of negligence or gross guilt or intoxication by alcohol or drugs. Any arisen dispute of this kind has to dealt off between tenant and lessor.
14. The JCI Regatta Foundation does not accept any responsibility or liability for damage or loss of travel pleasure at the side of tenant in any of the above mentioned situations.
15. The mentioned prices are not binding. Unforeseen events, price changes, taxes and/or exchange rates can have an influence and therefore will be fully charged to the tenant.
16. The JCI Regatta Foundation can explicitly not be held responsible or liable for any default at the side of the lessor, also in case when the lessor can not fulfil his obligations as agreed upon in the contract due to his financial position. The JCI Regatta Foundation will do her best to find a suitable alternative in case of default of the lessor.
17. In case the JCI Regatta Foundation, notwithstanding the above mentioned, can be held responsible or liable any way, then the claim can not be higher than the amount the insurance company will pay to the JCI Regatta Foundation.
18. The JCI Regatta Foundation will execute on behalf of the tenant all financial obligations to the lessor and will be able at all times to give account for these actions.
19. The tenant has to be in the possession of the required certificates that are considered obligated by the authorities of the country of destination. In case the tenant does not have the required certificates or the required experience the lessor can oblige the tenant to hire a captain. In Croatia it is obliged that at least one person on the boat has a navigation license I&II or a so called 'ICC coastal waters' or a Certificate. Furthermore at least one person on the boat has to be in the possession of the basis certificate Marine Telephony/ VHF. Via this link you can see which certificates are required: <http://goo.gl/4rCjD>
20. The JCI Regatta Foundation can never be held responsible or held liable for all possible effects or consequences of force majeure and natural phenomenons (among others storm, bad weather, rain, volcanic eruptions, dust clouds, et cetera) and the from these occurrences arising material and immaterial suffered damages in the widest meaning of the word.
21. All conflicts which may arise between parties, as a result of their contract or other secondary contracts that may be the consequence of that or from any other existing or future legal relationship such as but not solely in case of a wrongful act, undue payment and unfounded enrichment, will be settled by the court of law in Maastricht, the Netherlands, subject to compulsory rules of competency that may decide else.
22. The Dutch law applies to these general terms of business.
23. A dispute is considered to be present, as soon as one of the parties declares so.

With your first participation fee payment, you declare having read and accepted the General Terms of Business of the JCI Regatta Foundation as well as the General Charter Conditions.