

Booking conditions

Check-in time 16:00 | Departure time 09:00

General Terms and Conditions / Customer Agreement

1. Booking and closing of the contract

The customer's booking request is also a request for admission as a passive member of the VENTUM Association, limited to the time of the sailing trip (see Art. 6 and 7 of the Association's Statutes).

After the booking is completed, the customer will receive a booking confirmation. The contract becomes effective when the booking has been accepted by VENTUM and the deposit amount has been received by VENTUM. With the booking the customer agrees to the statutes of the association, all contractual conditions as well as the general terms and conditions.

2. Conditions of participation for sailing trips

Only members of the VENTUM association are entitled to participate in a sailing trip.

For safety reasons and to guarantee a smooth sailing trip, the instructions of the skipper must be followed. By booking, the customer acknowledges that he/she is a crew member during the time of his/her booked trip and that he/she is taking part in a sailing trip during which active assistance on board may be necessary in the sense of good seamanship and is therefore also expected. Furthermore, the customer acknowledges that despite all safety measures taken by VENTUM, a sailing trip always involves a certain residual risk.

3. Payment conditions

A deposit of 50% of the total price must be paid to VENTUM's account when the booking is made. The remaining amount is due 30 days before the start of the cruise. The agreed amount also includes the contribution for the passive membership in the association VENTUM for the time of the booked sailing trip.

4. Withdrawal, change of booking

The customer may cancel the contract at any time. The cancellation costs are:

up to the 30th day before the start of the cruise 50% of the total booking amount

from the 29th day before the start of the trip 100% of the total amount of the booking.

The cancellation is at the same time a cancellation of the passive membership in the VENTUM association.

The customer has the possibility to assign his cruise contract to a third party, but VENTUM is not obligated to accept this assignment if the third party does not fulfill the conditions of participation (paragraph 2). If the customer wishes to change the sailing area or the date of the trip after the contract has been concluded, the request will be fulfilled to the best of our ability, but there is no legal claim to this.

5. Cancellation by VENTUM

VENTUM reserves the right to withdraw from the sailing trip contract before the beginning of the sailing trip, if its execution becomes impossible or endangered due to special circumstances that were not foreseeable at the time of the conclusion of the contract. Such circumstances are in particular force majeure or insufficient availability of the vessel for reasons beyond VENTUM's control. In the event of cancellation by VENTUM for any of the above reasons, the customer will be refunded any payments made as well as any cancellation fees incurred for arrival and departure. Further claims against VENTUM, for whatever legal reason, are excluded.

If a customer violates or endangers his or her safety or the safety of the other customers by his or her behavior or if the instructions of the skipper are repeatedly not followed, the customer can be excluded from the further course of the cruise after reaching the next port. In this case the contract expires and there are no further legal claims. In particular, there is no claim for reimbursement of travel or booking costs.

6. Range of services

VENTUM offers cabins, as well as the entire yacht for sailing vacations with skipper. VENTUM is obliged to provide the yacht (with crew) in proper condition at the times specified in the sailing holiday contract. In case the booked yacht is not available in proper condition (e.g. technical defect), VENTUM is obliged to provide another yacht as a replacement.

A sailing trip is dependent on wind and weather. Delays, route changes or possibly occurring defects during a trip are sometimes unavoidable despite the greatest possible care and therefore do not entitle to any claims against VENTUM. For a trip of 1 week, the customer can expect a waiting time of 24 hours. For a cruise duration of 2 weeks 48 hours, and for a cruise duration of more than 2 weeks 72 hours are considered reasonable waiting time. The first and the last day of a sailing trip are arrival and departure days and are usually not considered sailing days. The arrival and departure to the sailing trip is the responsibility of the customer and is outside the service and responsibility of VENTUM.

7. Liability and insurance

Private insurances for risks of any kind, especially accident and liability risks, are the responsibility of the customer. VENTUM is only liable for direct damages caused to the customer by intent or gross negligence, but at most up to the amount of the cruise price. Liability for slight negligence, indirect damage and consequential damage, such as loss of profit or claims by third parties, is excluded. In addition, VENTUM is not liable by name for altered itineraries, deviations from the stated expected mileage and unscheduled layovers that may occur due to repairs or other unforeseeable events, including but not limited to weather conditions and force majeure. Further claims are excluded. Skipper liability to customers from personal injury and property damage is excluded.

The private insurances against illness and accident are the responsibility of the customer. The conclusion of a travel cancellation insurance is recommended.

8. Legal regulations abroad

The customer is responsible for compliance with passport, visa, foreign exchange, customs and health regulations, as well as compliance with the laws of the countries traveled.

9. Data management and copyrights

With the booking the customer agrees that his data will be stored and processed on the data carriers of VENTUM in compliance with the Data Protection Act. The data will be processed by VENTUM exclusively for the organization and execution of the booked sailing trip. After the legal retention period, the data will be deleted. The customer data will be treated confidentially by VENTUM and will not be passed on to third parties. Furthermore, the customer agrees that picture, film and sound material, which he hands over to VENTUM during the sailing trip or after the sailing trip, can be used by VENTUM for advertising purposes.

10. Others

Should individual provisions of the cruise contract be invalid or void or become invalid or void after the conclusion of the contract, the validity of the rest of the contract remains unaffected. Invalid or void provisions shall be replaced by provisions that are valid and come as close as possible to the previously invalid or void provisions. This also applies in the event that the contract proves to be incomplete.

All dates correspond to the date of printing. VENTUM reserves the right to make any changes to these reservation conditions.

11. Applicable law and place of jurisdiction

Disputes arising from the contractual relationship between the customer and VENTUM shall be governed exclusively by Swiss law, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention, CISG).

The exclusive place of jurisdiction is Leuk (Switzerland).

12. Termination of the contract

The contract ends with the completion of the sailing trip by leaving the yacht by the customer on the day of departure. The premature termination of the contract according to paragraph 5 is reserved.

Simultaneously with the termination of the contract, the purpose of the passive membership in the VENTUM association is considered to be fulfilled, which is why this also expires automatically.