

# GENERAL TERMS AND CONDITIONS

## Januar 2021

The following terms and conditions regulate the contractual relationship between SunByThe Sea AB (hereinafter "the Company") and the traveler when purchasing any of the Company's travel arrangements. The travel arrangement applicable to every individual order is hereinafter called "the Arrangement" or "Arrangement". In addition to these terms and conditions, the other terms apply which are stated in the order confirmation that the Company, where appropriate, must supply in accordance with point 1 below.

### 1. Booking

When booking the Arrangement, the traveler must fill out a booking form, specially produced by the Company, which can be found as a link to the Company's web site [www.sunbythesea.se](http://www.sunbythesea.se). The booking form shall then be signed by the traveler and returned to the Company by email. If more than one traveler are entered on the same booking form, the person who signs the form is responsible for all payments under the booking as well as being responsible for keeping all entered travelers informed about all the terms and conditions of the trip, including these general terms and conditions. There is no binding agreement between the traveler(s) and the Company until the Company has accepted the booking by sending a special booking confirmation by email or fax. Such a booking confirmation is hereinafter called "the Booking Confirmation". The Company reserves free right to examine and therefore has the right to deny or reject (fully or in part) an order at the Company's own discretion – regardless of the reason.

### 2. Payment

It is the traveler's duty to pay 40% of the travel cost ("the Travel Cost") stated in the booking confirmation no later than 7 days after the booking confirmation being sent by the Company to the email address stated by the traveler in the booking form. The remaining part of the Travel Cost shall be paid no later than 30 days before the start of the Arrangement, which – unless other provisions have been stipulated – is always on the indicated day of departure with the Company's ship, S/Y Vanilla. In cases where the order and the binding agreement is concluded 40 days or less before the start of the Arrangement, the entire Travel Cost shall be paid no later than 7 days after the booking confirmation being sent from the Company to the traveler to the email address stated by the traveler in the booking form. It is noted that the Company, in the event of late payment, has the right to cancel an ordered Arrangement and charge the fee belonging to it in accordance with what follows in point 8 below.

Payment shall be made as per invoice issued by the Company to the bank giro account or postal giro account indicated by the Company. Payment shall be made in Euro (€)

### 3. Prices and what is included

The prices presented on the Company's web site, see point 1 above, are normally correct.

If nothing else is specially stated in the Booking Confirmation, the following is **included** in the Travel Cost:

- Shared double cabin with sleeping place, including one set of sheets and towels
- Breakfast and lunch aboard the ship every day; breakfast is however not served on the starting day of the Arrangement and lunch is not served on the final day
- Dinner aboard all evenings, except for on the final day, with accompanying wine or beer as well as water
- Coffee, tea, refreshing beverages and snacks in between meals
- Daily cleaning of the ship as well as final cleaning
- All costs relating to the ship, such as fuel, gas, water and harbor dues when moored in Procida
- Life vest
- Right to use existing extra equipment for the passengers, available on the ship at any given time, for example a rubber boat, floating ring, snorkel, diving-mask and diving flippers and so on
- Rainwear (jacket, trousers and sou'-wester), however no boots
- Navigation and sailing instructions, if time allows

The following is **not included** in the Travel Cost

- Flight and transfer to or from the harbor
- Personal insurance, also see point 6 below
- Costs in connection with visits to land or islands, such as visits to restaurants, green fee, visits to the theater etc.

### 4. Rules for cancellation or transfer by the traveler

The traveler's booking is binding, but can be transferred to another person on condition that (1) a written request thereof – including a fully completed booking form, signed by the new traveler – has been received by the Company no later than 30 days before the start of the Arrangement, (2) that the new traveler also in all other matters complies with the requirements set forth by the Company in order to participate in the Arrangement, (3) that the Company finally approves the new traveler by sending a new Booking Confirmation. On approval of a transfer, the transferring traveler will be charged a special administrative fee of SEK 500.

Any cancellation of a booked trip must be made in writing to the Company by email and the cancellation day will be considered the day on which the Company takes notice of such a cancellation ("the Cancellation day").

On cancellation, the following fees are charged:

If the Cancellation day is more than 60 days before the start of the Arrangement, a cancellation fee of SEK 500 is charged.

If the Cancellation day is less than 59 but more than 40 days before the start of the Arrangement, a cancellation fee of 40% of the Travel Cost is charged.

If the Cancellation day is less than 40 but more than 21 days before the start of the Arrangement, a cancellation fee of 75% of the Travel Cost is charged.

If the Cancellation day is less than 21 days before the start of the Arrangement, a cancellation fee of 100% of the Travel Cost is charged.

## **5. Cancellation insurance**

A special cancellation insurance can be placed when making a booking. The insurance applies in accordance with the special provisions that come with the terms of insurance.

## **6. Other insurances**

All the Company's ships are fully covered by insurance.

The Company also has a third party liability insurance.

In the event of a traveler is stricken with illness, has an accident or other medical problems during an on-going Arrangement – regardless of whether this happens at sea or on land – resulting in the traveler having to abort or make a stop in the Arrangement, it is the afflicted traveler's sole responsibility to stand for all costs connected to this. For example, this means that if additional costs are incurred, for the abovementioned reasons, in the shape of medical costs or costs for evacuating a traveler by boat or plane, it is the afflicted traveler's sole responsibility to stand for all costs connected to this.

Therefore, the Company recommends that each traveler places a special travel insurance, and on the Company's web site there is a recommendation for this.

## **7. The Company's right to cancel or abort an Arrangement**

The Company will of course do the utmost to see that no Arrangements will have to be canceled or aborted. However, situations may arise where it will become necessary to cancel or abort an Arrangement, such as in the event that too few people have registered for the Arrangement or if the ship's skipper is stricken with illness.

Thus, the Company reserves the right to cancel an Arrangement, regardless of the reason. A notification that an Arrangement has been cancelled shall be considered completed when a notification thereof has been sent to the traveler by email to the email address stated in the booking registration.

If an Arrangement is cancelled, the entire Travel Cost paid by the traveler is reimbursed. If an Arrangement is cancelled later than 14 days before the start of the Arrangement, a special compensation of SEK 2000 per traveler is issued. Any other compensation will not be issued in cases where the Arrangement is cancelled by the Company.

If the ship's skipper, during the course of an on-going Arrangement, should fall ill or become injured, or if a serious malfunction or damage to the ship should occur, resulting in the ship not being usable in a reasonable manner, or that the skipper no longer can fulfil his/her duties aboard the ship, the Company shall have the right to abort an on-going Arrangement. The right to abort also exists in cases shown in point 11, paragraph 4 below. In the event that

the Arrangement is aborted, compensation shall be paid to the participating travelers in the form of reimbursement of the Travel Cost for the number of days in which the trip is cancelled. When calculating the sum to be reimbursed, the total travel cost is spread over all the days that the Arrangement was foreseen to last, including the first and last day. Any other compensation will not be issued in cases where the Arrangement has to be aborted by the Company.

## **8. The Company's right to unilaterally cancel an individual order**

The Company always has the right to unilaterally cancel a binding order, should the traveler be late with payment of the Travel Cost or parts thereof, and full correction has not taken place within five days of the Company sending a reminder by email to the email address stated in the booking registration. If the cancellation by the Company for this reason happens because the traveler is late with the first part of the Travel Cost – or parts thereof – a cancellation fee of SEK 1000 is charged. If the cancellation by the Company instead happens because the traveler is late with the second part of the Travel Cost – or parts thereof – a cancellation fee of 40% of the Travel Cost is charged.

## **9. Force Majeure**

The Company, as well as the traveler, always has the right to withdraw from the agreement after the agreement becoming binding for both parties, if in the area (or in the close vicinity) where the Arrangement is to take place, or along the planned route, there is a natural disaster, an act of war, a general strike or another far-reaching event which essentially affects the realization of the trip or the conditions in the area where the boat trip is to take place at the time when the trip is to take place. If the traveler or the Company withdraws from the agreement by virtue of this provision, the traveler is entitled to get back what he/she has paid according to the agreement. However, the traveler is not entitled to any other compensation or damages regardless of whether it is the Company or the traveler himself/herself that withdraws from the agreement by virtue of this provision.

## **10. Limitation of liability**

Participation in the Arrangement is at one's own risk and it is the traveler's own responsibility to make sure that he/she is healthy and in a good enough physical and mental condition to be able to participate in the Arrangement. The Company's liability for damages towards the traveler – regarding personal injury as well as material damage – is limited to damages caused through negligence on behalf of the Company or its staff.

The Company's possible liability for damages also only covers substantiated direct damage. Under any circumstances, the Company's responsibility towards the traveler – regarding personal injury as well as material damage – as regards the extent and the amount insured is limited to what might be paid due to the Company's own third party liability insurance.

## **11. Other obligations of the traveler**

When making a booking registration, the traveler is obliged to fill out and sign a special health declaration, specially produced by the Company.

The traveler is obliged to always follow the directions and instructions given by the ship's skipper during the trip for the realization of the Arrangement, and is also obliged to respect the various regulations which apply during the Arrangement. In particular, it is noted that the skipper always has sole power to decide regarding everything connected with the sailing itself and the handling of the ship, including safety on board. Thus, it is always the skipper and the skipper only who chooses the route and it is always the skipper who decides whether the trip shall be aborted or to hold off continuing to sail due to prevailing weather conditions.

It is not allowed for the traveler to bring his/her own alcohol or drugs aboard the ship during the Arrangement. Supplementary regulations may be announced by the ship's skipper and must be adhered to.

The skipper has the right to turn away a traveler who seriously violates the directions and instructions given by the skipper. If the skipper instead judges that it is not possible to turn the traveler away, the skipper has the right to abort the Arrangement. If a traveler is turned away, or if the Arrangement for the reasons mentioned must be aborted, the traveler who was turned away/caused the abortion must pay all additional costs in connection with this and is not entitled to any reimbursement of the Travel Cost.

On the whole, the traveler is always responsible for all damages that he/she causes the Company through negligence, such as not following instructions or regulations.

The traveler is solely responsible for observing all necessary formalities for realization of the Arrangement, such as having a valid passport, visa and vaccinations, and the traveler is responsible for all costs incurred due to shortcomings in these formalities, such as transport home because of not having a valid passport.

## **12. Age limit**

The lowest age permitted for a traveler is normally 18 years of age, but the Company can allow younger travelers on condition that they are accompanied by a parent or another close relative on the Arrangement.

## **13. Applicable law and dispute solution**

Any dispute regarding the interpretation, application and related legal relations regarding this agreement shall finally be decided in Swedish court. Swedish law applies and Malmö district court is the first instance.

## **14. Miscellaneous**

The Company reserves the right to amend these general terms and conditions, should so be deemed necessary.