

General Terms and Conditions (B2C)

Skippered sailing experiences in Greece

1. Introduction

These General Terms and Conditions (“Terms”) apply to all sailing experiences (“Trips”) operated by **Southern Breeze MCPY**, registered in Greece (“the Company”, “we”, “us”, “our”). By booking a Trip, each customer (“you”, “the Guest”) agrees to these Terms.

The Trip includes accommodation onboard a Company-operated yacht under the command of a professional skipper and, where applicable, crew.

2. Booking and Payment

2.1 Booking Confirmation: A booking is confirmed only upon receipt of a minimum of **30% deposit** of the total Trip price.

2.2 Final Payment: The **remaining balance** must be paid **no later than 90 days** before the scheduled departure date.

2.3 Failure to Pay: If the balance is not received by the due date, the booking will be treated as **cancelled by the Guest**, and the Company will retain **50% of the deposit** as a cancellation fee.

2.4 Prices: All prices are in euros (€) and include applicable taxes unless stated otherwise.

2.5 What's Included / Excluded: The booking confirmation and Trip description specify what's included (e.g., accommodation onboard, skipper, basic fuel, port fees, etc.) and excluded (e.g., flights, transfers, meals ashore, travel insurance).

3. Cancellations and Refunds

3.1 By the Guest:

- **120 days or more** before departure: **Full refund** of the deposit.
- **119–90 days** before departure: **50% refund** of the deposit.
- **89 days or fewer** before departure: **No refund**.

3.2 By the Company:

The Company may cancel a Trip due to insufficient bookings, force majeure, safety concerns, or any other reason beyond its reasonable control. In such cases, Guests will receive a **full refund** of all payments made to the Company. The Company shall not be liable for any additional expenses (e.g., flights, accommodation).

3.3 Changes by the Guest:

Any changes to booking dates or participant names are subject to availability and a handling fee.

4. Health, Insurance, and Fitness to Travel

4.1 Guests must ensure they are physically and mentally fit for participation in a sailing trip. Any preexisting medical condition, heart decease, allergies, must be revealed during the booking process.

4.2 The Company does **not provide travel or health insurance**. Guests are **required** to obtain personal travel insurance covering cancellation, medical costs, and personal liability, including sailing activities.

4.3 The Company reserves the right to refuse participation to anyone deemed unfit or unsafe for the voyage, without refund.

5. Conduct Onboard

5.1 Guests must follow all safety instructions from the skipper and crew. All guidelines published on board (including the Sailing Risks & Safety Declaration which should be requested once onboard) or any other guidelines mentioned during skipper's briefing need to be read and followed.

5.2 The skipper has full authority regarding navigation, itinerary adjustments, and the safety of everyone on board.

5.3 Drunkenness, disorderly conduct, or behaviour that endangers the safety, comfort, or enjoyment of others will result in disembarkation at the nearest port, **without refund**.

5.4 Guests are responsible for any damage they cause to the yacht or its equipment due to negligence or misconduct.

6. Liability and Responsibilities

6.1 Participation in sailing involves inherent risks. The Company, its employees, and agents accept **no liability** for loss, damage, injury, or death except where caused by gross negligence or wilful misconduct. Guests are expected to read and respect all the guidelines communicated on board.

6.2 The Company is **not responsible** for loss or damage to personal property, including luggage, valuables, or electronic devices.

6.3 The Company is **not liable** for delays, itinerary changes, or missed connections caused by weather, mechanical issues, port restrictions, or other events beyond its control.

6.4 Guests are responsible for complying with Greek customs, immigration, and local laws.

7. Itinerary and Force Majeure

7.1 The advertised itinerary is **indicative only**. Weather conditions, port regulations and availability, or safety concerns may require changes at the skipper's discretion.

7.2 "Force majeure" includes but is not limited to natural disasters, extreme weather, strikes, war, government restrictions, pandemics, or mechanical failure.

7.3 In the event of force majeure, the Company may modify, shorten, postpone, or cancel the Trip without liability beyond refunding unspent Trip funds at its discretion.

8. Complaints

Any complaint must be raised with the skipper immediately to allow prompt resolution. Complaints not resolved onboard must be submitted to the Company in writing within **7 days** after the Trip ends.

9. Data Protection

The Company collects and processes personal data in accordance with applicable EU and Greek data protection laws. Information is used solely for Trip management and may be shared with service providers as necessary. Photos shared in common WhatsApp groups may be used for marketing purposes unless differently requested by Guest.

10. Governing Law and Jurisdiction

These Terms and any disputes arising hereunder are governed by **Greek law**. The competent courts of Syros shall have exclusive jurisdiction.

11. Acceptance of Terms

By booking and paying the deposit, you confirm that you have read, understood, and accepted these Terms and Conditions.