

§ 1 Scope and Package Travel

These Terms and Conditions apply to sailing trips, retreats and related services organised by Haubrock & Langer Sail & Soul GbR ("Sail & Soul" or the "Organiser").

Where the statutory requirements for package travel are met, the provisions of Sections 651a et seq. of the German Civil Code (Bürgerliches Gesetzbuch – BGB) and the applicable information requirements pursuant to Article 250 et seq. of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuche – EGBGB) shall apply.

Mandatory statutory provisions remain unaffected.

§ 2 Organiser

Haubrock & Langer Sail & Soul GbR
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25355 Barmstedt

Telephone: +49 4123 9226385

Email: info@sailandsoulcoaching.de

Website: sailandsoulcoaching.de

Emergency/contact number during the trip: +49 155 66277238

Insolvency protection provider: **[details to be added before use]**

Insurer: **[details to be added before use]**

§ 3 Booking Models

(1) Exclusive Yacht Booking / Private Retreat

The yacht specified in the individual offer is booked exclusively for the customer, a couple, a family or a group.

(2) Berth Charter / Open Retreat

The customer books a specific place or cabin/berth on an advertised trip and shares the yacht with other participants. There is no entitlement to exclusive use of the yacht or to a particular group composition.

(3) The applicable booking model is determined conclusively by the individual offer and the booking confirmation.

The following additional provisions apply to an Exclusive Yacht Booking:

Only the booking customer named in the individual offer is the contractual partner of Sail & Soul and the primary contact for the performance of the contract.

Unless a different maximum occupancy is agreed in the individual offer, the booking customer may name up to five additional guests without an additional travel price. These guests do not thereby become contractual partners to the travel contract.

The named guests must meet all personal, health-related and safety-related participation requirements and must submit all documents required for their participation in full before the start of the trip.

The booking customer is responsible for informing their guests of the applicable onboard, safety and other participation requirements.

§ 4 Pre-contractual Information and Individual Offer

(1) Before submitting a binding declaration to enter into the contract, the Traveller shall receive the pre-contractual information required by law as well as the appropriately completed statutory information form for package travel, insofar as the provisions governing package travel apply.

(2) The individual offer contains the specific details of the proposed trip and at the same time serves as the pre-contractual travel information.

(3) The offer is tailored to the respective customer and the specifically planned trip. In particular, it contains details of the proposed yacht, the travel period, the sailing area, the individually agreed itinerary, the agreed services, the travel price, payment terms, the minimum number of participants and, where applicable, the passport, visa and other travel information relevant to the specific trip.

(4) The commitment regarding services and price contained in the individual travel offer is binding upon Sail & Soul for the period of validity specified therein. However, it does not yet constitute a legally binding offer within the meaning of Section 145 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

§ 5 Enquiry, Qualification Meeting and Conclusion of Contract

(1) Non-binding Enquiry

The presentation of trips on the website does not constitute a legally binding offer. An enquiry submitted by the customer is non-binding.

(2) Qualification Meeting

After receiving an enquiry, Sail & Soul may invite the customer to a non-binding online qualification meeting. In particular, the customer's individual wishes and key requirements, mutual expectations and general suitability for the retreat concept will be discussed.

During the meeting, health and safety aspects relevant to safe participation in the proposed voyage will also be discussed verbally and assessed on a preliminary basis. The customer will be informed that this information will subsequently be documented in writing by means of the Health and Safety Questionnaire.

The customer will also be informed that, independently of the travel contract, professional preparation and/or diagnostic assessment may be carried out by **Privatpraxis für Psychotherapie Nicole Haubrock**. Any SCL-90-R used for this purpose is sent, received, processed and evaluated exclusively by the private psychotherapy practice. Sail & Soul receives neither the responses nor the results.

The qualification meeting does not constitute a medical examination or psychotherapeutic treatment and does not constitute a binding commitment to enter into a travel contract.

(3) Individual Commitment Regarding Services and Price

If the qualification meeting has a positive outcome for both parties, Sail & Soul will prepare a specific individual travel offer.

The travel services specified therein, in particular the yacht, travel period, itinerary, agreed services and travel price, shall be binding upon Sail & Soul for the stated period of validity.

The document does not yet constitute a legally binding offer within the meaning of Section 145 BGB.

(4) Provision of Booking Documents

Together with the individual offer, the customer will receive, via the designated digital booking process, the documents required for the booking decision and subsequent performance of the contract.

These include, in particular, these Terms and Conditions, the statutory package travel information form, the Health and Safety Questionnaire, the Coaching and Counselling Agreement, the Onboard and Safety Rules, privacy information and, where applicable, further information relating to the specific trip.

The SCL-90-R test is provided separately by **Privatpraxis für Psychotherapie Nicole Haubrock**. It is returned exclusively to the private psychotherapy practice and not to Sail & Soul.

(5) Binding Declaration by the Customer

Within the specified period of validity, the customer may submit a binding declaration to enter into the package travel contract.

The declaration shall be made in text form or via the expressly designated digital booking process. In doing so, the customer shall submit the required completed and signed or otherwise confirmed documents.

The customer's declaration does **not** itself result in the conclusion of the package travel contract.

(6) Review by Sail & Soul

Upon receipt of the documents, Sail & Soul will review them for completeness and plausibility and,

on the basis of the information provided, assess whether safe participation in the specifically proposed voyage appears generally reasonable.

If new safety-relevant information arises or documents are incomplete, Sail & Soul may request further information or clarification.

(7) Acceptance and Conclusion of Contract

Following completion of the review, Sail & Soul will decide whether to accept the customer's binding declaration.

The package travel contract is concluded **exclusively upon receipt by the customer of the booking confirmation issued by Sail & Soul.**

The booking confirmation also constitutes Sail & Soul's acceptance of the customer's declaration and confirms the essential contractual details on a durable medium.

(8) Rejection

Sail & Soul may reject the customer's declaration in particular if required documents have not been submitted in full, the specifically offered travel service is no longer available or, on the basis of the information available, safe participation in the specific voyage does not appear reasonable.

If the declaration is rejected before conclusion of the contract, no package travel contract is concluded. Any payments already made will be refunded in accordance with the applicable statutory and contractual provisions.

§ 6 Contract Documents

The package travel contract consists in particular of the individual offer, the booking confirmation, these Terms and Conditions, the statutory package travel information form and any further documents designated as contractual documents in the individual offer or booking confirmation.

The **Onboard and Safety Rules** are binding for the stay on board.

The Traveller will receive a copy or confirmation of the contract on a durable medium.

§ 7 Travel Services and Coaching/Counselling

(1) The specific scope of services is set out in the individual offer and the booking confirmation.

(2) The travel price generally includes accommodation on board in accordance with the booking, the specified nautical services and the coaching and counselling services outside the scope of medical treatment specified in the individual offer, normally including daily group sessions and two individual one-to-one sessions per participant.

(3) Additional coaching or counselling sessions outside the scope of medical treatment may be booked separately, subject to availability and for an additional fee.

(4) The specific content and framework of the coaching and counselling services are set out in the separate Coaching and Counselling Agreement.

These services do not constitute psychotherapy or medical treatment. Psychotherapeutic services are not part of the package travel contract. They may only be provided on the basis of a separate agreement with **Privatpraxis für Psychotherapie Nicole Haubrock** and only where permitted under the legal requirements applicable at the respective place where the services are provided.

The retreat is based on communal life on board. All participants are expected to contribute to an appropriate extent to meals, tidiness and cleanliness of communal areas, as well as to light onboard routines.

The onboard fund specified in the individual offer is included in the travel price. Personal expenses as well as visits to restaurants, bars and beach clubs, individual shore excursions and comparable activities ashore are not included unless they are expressly specified as travel services.

Where the skipper and/or co-skipper participate in such non-included services as part of a joint group activity, the reasonable costs incurred for the skipper and/or co-skipper shall be borne jointly by the participants and allocated among them on a pro-rata basis.

§ 8 Yacht and Charter

The yacht may be chartered from a local commercial yacht charter company. It must be suitable for the intended use and appropriately insured.

Where a specific yacht is expressly designated as part of the contract in the individual offer, that yacht shall generally be the yacht to be provided.

If it has to be replaced for reasons beyond Sail & Soul's control, the statutory provisions shall apply; where legally permissible, a replacement yacht of the closest possible equivalent standard may be used.

This shall not affect the skipper's authority to make nautical decisions.

§ 9 Prices and Payment

The specific travel price, including any mandatory costs known at the time the contract is concluded, is set out in the individual offer and the booking confirmation.

Unless otherwise agreed in the individual offer, a deposit of **25%** is due within seven calendar days after receipt of the booking confirmation and once the required **Sicherungsschein** (certificate of insolvency protection) has been provided.

The remaining **75%** is due no later than 28 calendar days before the start of the trip.

For bookings made less than 28 calendar days before the start of the trip, the total travel price shall, subject to the applicable statutory requirements, be due within seven calendar days and in any event no later than before the start of the trip.

§ 10 Insolvency Protection

Where required by law, customer payments will be protected in accordance with the applicable statutory provisions.

The required **Sicherungsschein (certificate of insolvency protection)** will be provided before any advance payment is accepted where such protection is legally required.

The specific details of the insolvency protection provider will be stated in the relevant contractual documents.

§ 11 Passport, Visa and Public Health Requirements

The passport, visa and public health requirements known and relevant to the specific trip will be stated in the individual offer.

The Traveller is responsible for checking in good time the requirements applicable to their individual circumstances, taking into account their nationality, residence status and the specific travel itinerary, and for obtaining the necessary documents.

Sail & Soul provides information on the general requirements known at the time the pre-contractual information is provided. Requirements applicable to the Traveller's individual circumstances remain the responsibility of the Traveller.

§ 12 Minimum Number of Participants

The minimum number of participants for the specific trip will be stated in the individual offer and the booking confirmation.

For current **Berth Charter / Open Retreat** trips, the minimum number is generally **three participants**, unless otherwise specified in the individual offer.

If the minimum number of participants is not reached and the statutory requirements entitling the Organiser to withdraw from the contract are met, Sail & Soul may withdraw from the contract subject to the applicable statutory time limits.

Any payments already made will be refunded in accordance with the statutory provisions.

§ 13 Withdrawal by the Traveller Before the Start of the Trip

The Traveller may withdraw from the contract at any time before the start of the trip. Sail & Soul may require reasonable compensation.

The following agreed standard compensation charges shall apply, insofar as legally permissible:

up to 91 days before the start of the trip: **25%**

90–61 days before the start of the trip: **40%**

60–31 days before the start of the trip: **60%**

30–15 days before the start of the trip: **75%**

14–7 days before the start of the trip: **85%**

6–1 days before the start of the trip: **90%**

on the day of departure or in the event of non-appearance: **95% of the travel price**

The Traveller remains entitled to demonstrate that no loss was incurred or that the loss incurred was substantially lower.

Sail & Soul remains entitled to demonstrate that a higher actual loss was incurred.

Statutory exceptions remain unaffected.

§ 14 Substitute Traveller / Transfer of the Trip

The Traveller may, subject to the statutory requirements, nominate a suitable substitute traveller.

Notification shall in any event be deemed timely if it is received by Sail & Soul no later than **seven days before the start of the trip**, unless a different period applies by law.

The substitute traveller must meet the participation requirements applicable to the specific trip and must provide, in full and before the start of the trip, all information, declarations and documents required for participation, in particular the Health and Safety Questionnaire and the required declarations relating to the Onboard and Safety Rules.

Sail & Soul may refuse the participation of the substitute traveller where the statutory requirements for doing so are met, in particular where the substitute traveller does not meet the contractual travel requirements or where, on the basis of the information available, safe participation does not appear reasonable.

Statutory rights relating to the transfer of the package travel contract remain unaffected.

Reasonable additional costs actually incurred may be charged in accordance with the statutory provisions.

§ 15 Changes Before the Start of the Trip

Significant changes to essential travel services are permissible only in accordance with the statutory provisions.

In the event of a significant change to the contract, Sail & Soul will inform the Traveller of the change, the reasons for it, any effects on the price and the Traveller's statutory rights of choice and withdrawal.

§ 16 Withdrawal by Sail & Soul

Sail & Soul may withdraw from the package travel contract subject to the statutory requirements, in particular in the event of unavoidable and extraordinary circumstances that significantly affect or prevent the performance of the trip.

Sail & Soul will give notice of withdrawal without undue delay after becoming aware of the reason for withdrawal.

§ 17 Health and Safety

Participation requires the Traveller to have the physical capacity and swimming ability necessary for the specific multi-day voyage and to consider themselves capable of participating under the typical conditions on board.

These conditions include, in particular, vessel movements and sea conditions, limited opportunities for privacy and withdrawal, living in close quarters with other people, and the ability to understand and follow safety-related instructions given by the skipper, including in unfamiliar or stressful situations.

Relevant health and safety aspects will be discussed verbally during the qualification meeting. The information will subsequently be documented in writing by means of the Health and Safety Questionnaire.

The questionnaire does not replace a medical examination. Any relevant changes in the Traveller's health between completion of the questionnaire and the start of the trip must be reported without undue delay.

Sail & Soul assesses the information exclusively from the perspective of safe participation in the specific voyage. No medical or psychotherapeutic diagnosis is made.

§ 18 Pregnancy

Pregnancy does not automatically exclude a Traveller from participating in the trip. However, due to the particular conditions of a multi-day voyage, an individual safety assessment will be carried out.

These particular conditions include, in particular, possible sudden vessel movements, the risk of falls and injury, and the possibility that disembarkation at short notice or access to medical care may be

significantly delayed depending on the sailing area, weather, sea conditions and the vessel's position.

For the purpose of assessing whether participation is safe, Sail & Soul may require a medical certificate confirming that, from a medical perspective, there are no concerns regarding participation in the specific multi-day voyage.

The statutory provisions governing liability remain unaffected.

§ 19 Nautical Safety and Onboard Rules

The safety of persons, the yacht and the environment takes precedence over the planned travel programme at all times.

The skipper makes all nautical decisions and has final authority in particular regarding departure, route, speed, sail configuration, choice of port and anchorage, interruption of the voyage and termination of the voyage.

The separate **Onboard and Safety Rules** are binding on all participants. Safety instructions given by the skipper and crew must be followed immediately.

Illegal drugs are prohibited on board. Alcohol must not impair safety, judgement or the ability to follow safety instructions immediately. Complete sobriety is required when carrying out safety-critical activities.

The retreat concept may include expressly agreed periods of **Digital Detox**. During these periods, participants refrain from private use of mobile phones, tablets and comparable digital devices. Necessary communication and emergencies remain unaffected.

§ 20 Coaching, Counselling and Psychotherapy

The travel price includes daily group sessions and two individual one-to-one sessions per participant. Additional individual sessions may be booked separately, subject to availability and for an additional fee.

The specific content, framework and limitations of coaching and counselling are set out in the separate **Coaching and Counselling Agreement**.

Psychotherapeutic services are provided only where Nicole Haubrock is legally authorised to provide such services at the respective place of performance.

Outside Germany, coaching and counselling are offered insofar as legally permissible.

Mandatory statutory provisions applicable at the respective place of performance remain unaffected.

§ 21 SCL-90-R

For the purpose of professional preparation, **Privatpraxis für Psychotherapie Nicole Haubrock** in Elmshorn may send the Traveller an SCL-90-R questionnaire before the start of the trip.

The completed questionnaire is returned exclusively to the private psychotherapy practice, processed there using the practice software and evaluated by Nicole Haubrock.

Sail & Soul receives neither the responses nor the test results or evaluations and has no access to the practice software.

The separate privacy information of the private psychotherapy practice and, where applicable, any consent required by the practice apply to the processing of this data.

§ 22 Illness, Emergency and Early Departure

In the event of a medical emergency, the measures required according to nautical and medical assessment will be initiated. Medical assistance may be delayed while at sea.

For safety reasons, the skipper may arrange for the yacht to call at a port, change course or – where necessary and legally permissible – arrange for a participant to disembark at a suitable location.

Any Traveller who wishes to end the trip early for personal reasons must notify Sail & Soul immediately. For safety reasons, leaving the yacht is generally only possible at a suitable location determined by the skipper.

Any additional costs resulting from a voluntary early departure shall be borne by the Traveller, insofar as legally permissible and where such costs have been caused by the Traveller. Services not used will generally not be refunded, insofar as legally permissible.

Statutory rights arising from travel defects, significant impairment or statutory rights of termination or withdrawal remain unaffected.

§ 23 Travel Defects and Termination

Any travel defects must be reported to Sail & Soul or the designated contact person without undue delay, and the Traveller must request that the defect be remedied.

Statutory rights to remedy, reduction of the travel price, damages and termination due to significant impairment remain unaffected.

Following a justified termination, Sail & Soul will provide assistance with the Traveller's return transportation in accordance with the statutory provisions.

§ 24 Exclusion of Individual Participants

In the event of serious or repeated conduct that endangers safety, the statutory rights to terminate the contract may be exercised.

Irrespective of this, the skipper is responsible for deciding on any immediately necessary safety measures on board.

The Onboard and Safety Rules contain supplementary rules of conduct and safety provisions.

§ 25 Liability and Insurance

Sail & Soul shall be liable in accordance with the statutory provisions. Any limitations of liability shall apply only to the extent permitted by law.

Travellers are advised to take out travel cancellation and travel interruption insurance as well as international health insurance, including appropriate repatriation costs.

§ 26 Data Protection and Media

Personal data is processed in accordance with the applicable data protection legislation.

Health data is processed by Sail & Soul only where an appropriate legal basis exists and where such processing is necessary for the safe performance and/or administration of the trip.

The SCL-90-R does not form part of Sail & Soul's data records. Its processing is governed by the separate privacy information of the private psychotherapy practice.

Identifiable photographs, video recordings or other media content for marketing or media purposes will only be created and used where there is an appropriate legal basis or where the required separate consent has been obtained.

§ 27 Complaints, Dispute Resolution and Choice of Law

Complaints may be addressed to Sail & Soul or to the contact point specified in the travel documents.

Sail & Soul does not participate in consumer dispute resolution proceedings unless legally required to do so.

German law shall apply unless mandatory statutory provisions provide otherwise.

For consumers, the statutory places of jurisdiction shall apply. In all other cases, the legally permissible place of jurisdiction shall be the registered office of Sail & Soul.

§ 28 Final Provisions

The invalidity of individual provisions shall not affect the validity of the remaining provisions.

Amendments and supplements must be made in text form, insofar as legally permissible.

Individual agreements contained in the specific offer shall take precedence over these Terms and Conditions where they have expressly been agreed as individual arrangements and provided that they do not conflict with mandatory law.

Where these Terms and Conditions are also provided in English, the English version is provided for convenience and ease of understanding. In the event of any discrepancies, inconsistencies or differences in interpretation between the German and English versions, the German version shall prevail, to the extent permitted by mandatory applicable law.

TRAVEL ORGANISER

Haubrock & Langer Sail & Soul GbR

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