

General Terms and Conditions

„MY Yachting“ Cruises

1. Contract-objective

The scope of the services results from the information material of MY Yachting (website / flyer). The sailing trips conducted by MY Yachting are not package holidays. The basic service, which is compensated with the cruise price, consists of the provision of a berth in a cabin of the chartered sailing yacht cleaned at the start of the trip. There is no entitlement to further cleaning services by MY Yachting during the trip. There is still no claim to a specific cabin / bunk, unless otherwise agreed in writing. The participants declare themselves with registration for the trip to agree to be housed mixed in a double cab also sexually. Booking a double cabin as a single cabin means an extra charge of 80%. Other agreements must be made in writing. The use extends to the yacht with skipper, exclusively for the cruise participants. Not covered by the price of the cruise are ancillary shipping costs such as Fuel, harbor fees etc. as well as the costs for the meals (including skipper and possibly caretaker) and special costs (for example for sports activities, sightseeing, ...). The cost of fuel and port fees will be charged to the board cash, which is managed by a touring participant. Costs that affect all cruise participants will be shared equally. This also applies to the costs incurred by the skipper and caretaker. These are also to be shared by all the participants.

Additional information is mentioned separately in the information material. Costs for the arrival and departure as well as transfer costs, hotel costs etc. are not included in the price of the cruise.

The contractual start of the journey in terms of departure from the starting point starts regularly one day after the start of the trip (= arrival of the participants on the ship). The same applies to the end of the trip. Again, the destination is usually started one day before the official end of the trip. The exact time depends on the respective conditions of the yacht charterer. The cruise participants, together with the skipper and the caretaker, form the crew and thus participate in all the work on board that is required during the trip. This concerns in particular baking (kitchen service) and seamanship.

2. Conclusion of contract

Registration for the sailing trips is made in writing or by e-mail. After receipt of the prepayment to the account of MY Yachting, the registration is confirmed in writing and is therefore binding for both parties. In the interests of all participants in an event, we ask for early registration, as the yachts must be chartered long term and late arrival registrations endanger the sailing trip.

3. Price of Cruises

Participation in MY Yachting events is only possible after prior payment. With the registration is a number of worth, unless otherwise stated in the program, 50% of the price of events. Unless otherwise stated in the program, the balance is payable 8 weeks before the start of the sailing trip. Bank charges are charged to the payer.

4. Performance and price changes

a) Sailing is a sport that depends more than any other on the weather conditions. The stages and routes provided in the detailed programs are therefore not a fixed timetable. MY Yachting reserves the right to change individual stages or itinerary depending on weather conditions or other circumstances outside the control of MY Yachting prior to or during a cruise. Claims for compensation made in this context are excluded.

b) The price of a sailing trip is determined primarily by the price of the chartered yacht and the intended number of participants. If fewer people sign up for a trip than the number of participants stated in the program, the trip can be carried out at an aliquot higher price or canceled altogether. The flight prices quoted in the program are non-binding and refer to the time specified in each case. Price changes remain reserved to the Mediatour P. Meisnitzer Reisebüro GmbH until the time of booking.

5. Resignation by the customer

The withdrawal from the contract must be made in writing or by e-mail. If the customer withdraws from the contract, he has the right to call a replacement person within 14 days from the declaration of withdrawal, but no later than 40 days before the beginning of the event. MY Yachting may object to the participation of the named substitute if this does not meet the special requirements of the trip or precludes their participation in legal regulations. If no suitable replacement person is mentioned or found by MY Yachting in due time, then the contractor shall be liable for the payment of the portion of the price of the yacht chartered by MY Yachting, the pro rata incidental shipping costs according to item 1, the pro rata costs for the skipper, the proportionate insurance costs and in cases of combining sailing with other subjects for the proportionate costs of the caregiver. The same applies to a participant who stays away from the departure. The customer bears the additional costs arising from a withdrawal from the contract. We therefore recommend the conclusion of a cancellation insurance.

6. Liability

Participation in MY Yachting sailing trips is at your own risk. The contractual liability of MY Yachting is limited to intentional or grossly negligent acts of the skipper or the supervisor. The conclusion of a travel accident insurance is recommended. Liability of MY Yachting for lost sailing days in connection with breakdowns and damage to the chartered yacht is excluded. The arrival and departure of the participants in a sailing trip is their responsibility. MY Yachting is not liable for the transport service to and from the port of departure.

7. Participation requirements

a) Anyone who is mentally and physically healthy and able to participate can take part. The responsibility for these conditions lies exclusively with the cruise participants. Our guests are crew members, no passengers; they participate in a sporting event. It is expressly not concluded a contract of carriage. Each participation is at your own risk, including boat trips, diving etc. Especially when taking children are only the accompanying guardians supervisory.

b) Personally required medicines must be brought by the participant himself in sufficient quantity. In this context, it is important to note that foreigners may not be able to obtain appropriate medication.

c) The customer is responsible for obtaining the necessary travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations.

d) The cruise participants commit themselves with the registration to familiarize themselves with the on-board life before the start of the trip.

e) The participant declares his consent to the free use of his person's photo and video recordings for advertising purposes on the website, in print, on the Internet and in the social media of the company MY Yachting. Use of the photo and video recordings for purposes other than those described or placing on the market by transferring the recordings to third parties is prohibited.

8. General rules

For reasons of safety and to ensure the undisturbed course of a trip, the instructions and instructions of the skipper must be followed unconditionally. A participant who endangers his behavior or the safety of the other participants on board by his behavior, can be excluded after reaching the next port of the cruise participation.

This also applies in the event that a participant repeatedly fails to comply with the skipper's instructions. In the above situation, the cruise agreement ends prematurely by termination by MY Yachting.



MY Yachting is exempted from providing any further services. The tour participant for his part has no claim to reimbursement of the cruise price and even if it was only pro rata. This also applies to possible further follow-up costs on the part of the touring participant.

All costs and expenses arising from non-compliance with passport, visa, customs, foreign exchange, drug and health regulations shall be borne exclusively by the responsible participant; as well as the resulting costs for damage incurred.

Services that MY Yachting mediates in individual cases, MY Yachting is not liable for possible performance disturbances, no matter for what reason.

9. Jurisdiction

Jurisdiction is Salzburg, the headquarters of MY Yachting e.U.

10. Final regulations

If individual parts of this contract are void or ineffective, the unaffected contractual parts remain valid. The correction of errors as well as printing and calculation errors remains reserved. Side agreements, verbal promises or changes must be confirmed in writing.

MY Yachting sailing trips are carried out in cooperation with Mediatour P. Meisnitzer Reisebüro GmbH - Franz-Josef-Strasse 22, A-5027 Salzburg.

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Subject to change