



**Conditions of participation in sailing
training cruises organised
by the Gdańsk Sports Centre, owner of the
training yacht "General Zaruski".**



1. General provisions

1. The Organiser is the Gdańsk Sports Centre, based at ul. Traugutta 29, 80-221 Gdańsk (hereinafter referred to as the Organiser), acting on behalf of the Municipality of Gdańsk, based at ul. Nowe Ogrody 8/12, 80-803 Gdańsk, Tax Identification Number 583-00-11-969. Email address: zaruski@sportgdansk.pl.
2. These terms and conditions of participation in sailing training cruises (hereinafter referred to as the Conditions of Participation) are an integral part of the cruise participation agreement (hereinafter referred to as the Agreement), which is the result of booking a participation in a sailing training cruise (hereinafter referred to as the Cruise) on the booking service at www.zaruski.pl/oferta/zarezerwuj-rejs/. By booking you accept the Conditions of Participation.

2. Conclusion of the Agreement

1. In accordance with the Consumer Rights Act of 30 May 2014. (i.e. Journal of Laws of 2020, item 287) the Participant and the Organiser allow the conclusion of the Agreement at a distance, i.e. based on digital content, i.e. data produced and delivered in electronic form, e.g. in the form of electronic mail (email) or via the IT system supporting the booking of places on sailing voyages before the date of service.
The distance agreement - is the agreement concluded with the Participant within an organised system for concluding agreements at a distance, without the simultaneous physical presence of the Parties, with the exclusive use of one or more means of distance communication up to and including the conclusion of the agreement.
2. The Organiser undertakes, prior to the date of performance of the service, to inform the Participant, by means of remote communication, of the dates and method of payment for participation in the Cruise.
3. The conclusion of the Cruise Agreement is effected by the completion of the online participation application by an adult and by payment of the Cruise price. The Parties to the Agreement are the Organiser and the Cruise Participant. By concluding the Agreement, the Cruise Participant (hereinafter referred to as the Participant) declares that they are familiar with the Conditions of Participation, the Privacy Policy and the Regulations of the Organiser's website, and consents to the processing, updating and disclosure of their personal data necessary for the execution of the Cruise. The Participant has the right to access the content of their personal data and to correct them. They also have the right to withdraw their consent to their processing at any time.

4. The Agreement shall be signed on behalf of a minor Participant by an adult person who is the Participant's parent or legal guardian and who shall perform all activities connected with the formal execution of the Agreement on the part of the Participant.
5. The fee for participation in the Cruise is indicated in the offer on the Organiser's website. The fee shall be paid not later than on the date indicated by the Organiser in the offer or summary of the order, which the Participant shall receive in writing at the e-mail address given in the order. The fee should be paid by online payment integrated with the booking system or by bank transfer to the Organiser's bank account. The date of payment shall be the date on which the Participant's bank account is debited.
6. If the Participant fails to make payments within the deadlines stated in the Agreement, the Organiser has the right to assume that the Participant has cancelled participation in the Cruise. In this event, section 5.2 of these Conditions of Participation shall apply.
7. In the event of an organised group, payment to the Organiser's bank account may be made by only one Participant on behalf of accompanying Participants. These conditions then apply to all Cruise Participants.

3. Organisation of the Cruise

1. The Cruise Participants are persons who meet the criteria (e.g. minimum age) stated in the Cruise offer.
2. The Organiser declares that the Cruise shall take place at the location (on the route), on the date and on the yacht specified in the Cruise offer, and that the officer crew will have the necessary knowledge, experience and skills to manage the Cruise.
3. The realization of the Cruise programme depends, among other things, on meteorological conditions, the condition of the participants, safety considerations, as well as other fortuitous events (e.g. a cataclysm, change of regulations, closure of a body of water, water route, force majeure, decisions of state authorities) which the Organizer, with full diligence, has no influence on. Accordingly, the Participant accepts that the Cruise programme may be subject to changes and modifications.
4. In the event that the number of Participants who have booked their participation in the Cruise is insufficient to realise the programme of the Cruise and to ensure the safety of sailing, the Organiser may decide to cancel it.
5. The Participants are obliged to arrive at the time and place specified in the Cruise offer and/or information sent by the Organiser. Failure to comply with this condition may result in not being able to participate in the Cruise without the right to a refund of the Cruise price paid.
6. The Organiser will not refund the value of services which were not used in part or in whole due to reasons attributable to the Participant, e.g. late arrival for assembly, failure of the means of transport, decision to withdraw from the Cruise before its completion.
7. In the event of force majeure, damage resulting from an act or omission of the Participant or unforeseeable acts of third parties not connected with the Organiser, the Organiser's liability is excluded.

4. Cruise safety and rules on participation

1. Participants must comply with applicable law, navigation safety rules, the instructions of the captain and crew and the rules of social conduct, and must behave in a manner that does not endanger the vessel, crew or other Participants.
2. The Organiser may refuse an application for participation or, after the Agreement has been concluded, terminate it with immediate effect before the Cruise begins and refuse to admit the Participant to the Cruise if specific and reliable information reasonably supports the assessment that their participation poses a real threat to the safety of navigation, the vessel or persons on board, or a significant risk of serious disruption of order on the Cruise that endangers safety. These rights shall be exercised subject to mandatory provisions of law.
3. The assessment referred to in paragraph 2 may be based, in particular, on reliable information about the Participant's previous conduct during cruises, such as aggression, threats towards others, serious breaches of safety rules or persistent failure to comply with safety instructions. The Organiser shall assess the nature and seriousness of such conduct and the risk of its recurrence during the planned Cruise, verify the information received to the extent possible in the circumstances and document the grounds for its decision.
4. The Organiser shall promptly notify the Participant of the decision under paragraphs 2 and 3 and its reasons in writing or by email to the address given in the application. If the Agreement has been concluded, the notice shall also include termination of the Agreement. The Organiser shall refund the full participation fee received within 7 days of delivery of the termination notice or, if the application is refused, within 7 days of notification of the refusal.
5. During the Cruise, the Participant must comply strictly with instructions of the captain and crew concerning the safety of navigation, the vessel, crew and Participants and the proper conduct of the Cruise.
6. Acting within their statutory powers, the captain may restrict the Participant's involvement in particular activities, order them to leave a particular part of the vessel or, where justified by safety considerations, take other necessary measures, including disembarking the Participant at the nearest safe port where legally and practically possible.
7. The Organiser and captain shall take the measures described in this section with a view to ensuring navigation safety and protecting the life and health of persons on board.
8. The Participant must provide the Organiser with information known to them that is necessary to assess the safety of their participation in the Cruise, to an extent appropriate to the nature of the Cruise and the Participant's duties. Any request for information by the Organiser must be limited to information necessary for that assessment and consistent with personal data protection law. Knowingly providing false information or withholding circumstances material to safety may constitute grounds for a decision under paragraphs 2–4 if it supports the risk assessment specified in paragraph 2.

5. Cancellation of participation in the Cruise

1. In the event of cancellation of participation in the Cruise, the Participant may transfer to a person fulfilling the conditions for participation in the Cruise all benefits to which they are entitled under this Agreement if, at the same time, this person assumes all obligations under this Agreement. The transfer of benefits and assumption of obligations is effective against the Organiser if the Participant notifies the Organiser of this at least 7 days before the start of the Cruise in writing or by email.
2. Cancellation of participation in the Cruise occurs upon receipt by the Organiser of a written statement or a statement in the form of an email. Cancellation of participation in the Cruise must be communicated by the Participant in writing (post, fax or email) no later than 3 days before the date of the Cruise. Cancellation of participation in the Cruise also occurs if the payment for participation in the Cruise is not paid within the period specified by the Organiser. The date of cancellation shall be the date of receipt of the statement by the Organiser or the date of payment. The place vacated by the resignation of a Participant remains at the disposal of the Organiser.
3. A Participant who is a natural person, as a consumer, has the right to withdraw from the Agreement, i.e. to resign from participation in the Cruise, within 14 days from the date of conclusion of the Agreement, provided that they have not commenced participation in the Cruise. This right does not apply to the Participants who are not consumers and have completed the purchase as part of their business activities and have received a VAT invoice for this purchase.
4. If the Participant resigns from the Cruise for reasons attributable to the Participant, the Organiser has the right to deduct the fee paid for participation in the Cruise:
 - a) 30% for 14 to 4 calendar days before the Cruise,
 - b) 50% if the cancellation is submitted 3 calendar days before the Cruise,
 - c) 100 % if the cancellation is submitted 24 hours before the Cruise.

These principles do not apply in the event of resignation under the terms of section 5.3.

5. If the cancellation is due to the fault of the Organiser, the Participant is entitled to a refund of the full payment (without interest) if the Cruise is cancelled for reasons attributable to the Organiser. Refunds are issued within 7 working days of cancellation of the Cruise.
6. Complaints should be submitted directly to the Organiser's registered office or by email to zaruski@sportgdansk.pl and confirmation of receipt should be received. The Organiser shall respond to the complaint within 14 days of receiving it and shall inform the claimant of the possibility of using out-of-court complaint handling and claim investigation methods. The subject of the complaint shall not be circumstances causing difficulties, inconvenience or discomfort connected with the nature of the event.

6. Liability for damages

1. The Organiser shall not be liable for any damage or loss resulting from acts of war, force majeure, theft or negligence on the part of the Participant.