



Ship: SV FLORETTE Port of Registry: VALLETTA Type: Historical/Sail training vessel Flag: MALTESE

Florette Travel information- last updated 17 May 2021 Rules and Requirements (Mittseglerbestimmungen) for Voyage Crew

Dear voyage crew, trainees and students,

We look forward to welcoming you on board the SV Florette in the near future. To make your stay on board as pleasant as possible, we have included in this letter some important points and tips that should be read before your departure.

You should be aware that you will be taking part in an active Sailing voyage on board an old- time sailing ship; therefore, it should not and cannot be compared with a Motor Yacht, Cruise liner or a Turkish Gullet.

We hope that this information is of use to you and that it will help you prepare for a more enjoyable holiday.

1. Route

Your booked sailing voyage takes you along the beautiful coastline and to the islands where you will experience the history, culture, and landscapes. The route may vary depending on the weather conditions, which will be decided by the captain who has the best interests of the crew and ship at heart. As a result the program may change, and we are unable to compensate by way of refund.

2. Safety Onboard

Before leaving harbour and setting sail all crew members will be given some sailing instructions and a safety briefing. This includes abandon ship, fire, and man overboard procedures and several other personal safety tips including the ship rules and regulations.

3. Electricity

If we are not berthed in a marina the ships generators, which are stopped during resting hours, provide the cabins with a 220V power



supply. The lights are served by a 24V battery system, which means that there is always light in the cabins and around the ship.

4. Siesta/ Quite time

Conversations, singing and parties should be kept by the table during siesta and quite time. Quite time is normally between 2300 hrs and 0700 hrs; however, it ultimately depends on the guests and atmosphere onboard.

5. Tender (ship's boat)

The Florette has 2 large tenders (1x4.80m and 1x5.60m) which are driven by a member of the crew. Many ports are too small for Florette to enter; therefore, a free tender service is offered to bring the guests ashore and back to the ship.

6. Sailing

With a suitable wind, the sails will be set. However, seeing small sailing boats with their sails does not mean that the wind is suitable for Florette to sail too. The decision is exclusively with the captain.

7. Luggage

On board we generally go barefoot or when sailing, a pair of appropriate deck shoes or trainers must be worn. It is advised to some bring casual clothing and something a bit warmer for the evenings, i.e., a windbreaker or jacket. One should also bring their own toiletries, towels, and medication (i.e., seasickness tablets, band aides, sun cream etc.). If you wish to sleep on deck, under the stars, you will need your own sleeping bag and mat. If you would like to climb the volcanoes it is advised to bring hiking boots and a flashlight, although these can be hired at Stromboli. A backpack is much more convenient than the larger bag you have travelled with. Mask and snorkels should not be forgotten.

8. Travel Insurance, Medical Insurance Card and Medical Support

We recommend a comprehensive travel insurance which covers the following: personal accident & injury; incidents that may happen onboard while sailing, training or working aloft; any water sports that



you plan to take part in; shore excursions; all medical expenses; personal effects; and delays/cancellation insurance.

*Members of the European Union **need the form E111** (you can get this at your health insurance company), which can be used in hospitals for general visits or emergencies.*

9. Sea

Everyone should be able to swim. If you are unable the captain should be advised, and special precautions will be taken. The ship carries kayaks and SUPs. All water activities are at your own risk. A lifejacket and/or swim buoy must be used.

10. Entry

Citizens from countries of the European Union need a valid identity card or passport. Citizens of other nationalities should make enquiries with the relevant embassy.

11. Accommodation

There are 11 double cabins onboard, 5 of which have a bunk suitable for a child. Each of the cabins has a large deck hatch which ensures good ventilation, a sink, small table, and a cupboard for storage. Bed linen is provided but can't be taken out on deck. Generally: Wooden ships are known for their pleasant climate. During youth or sail training voyages we can offer an additional eight berths using traditional sailing hammocks that hang in a common area.

12. Language

Captain and some of the crew speak English, German and Italian. Sailing language is English.

13. Food & provisions

The breakfast buffet consists of coffee, tea, bread, sliced meats, eggs, cheese, and butter, different types of jam, cornflakes, and muesli. For other meals we offer local and seasonal produce to provide a healthy international kitchen. On request we also cater for vegetarians and food allergies. For the BBQ's onboard we have a large stone lava grill.



14. Water

There are 6000 litres of fresh water onboard. While at sea, unnecessary water consumption should be avoided. A swim in the sea in the morning is by far the best way to wake up. The ships water from the tap is not drinking water. However, we do however have purified water system that provides clean drinking water. You should bring your own water bottle.

15. Payment/Prices

- a. A deposit of 25% of the cost is required to make a reservation. The balance must be paid not less than 60 days prior to the departure date. If the balance is not paid by the due date the Owner reserves the right to cancel the booking and the Customers will forfeit the deposit. If a booking is made less than 60 days prior to departure date, the full amount is payable on making a reservation.
- b. Each booking is subject to a £25 non-refundable booking fee. This is a fee per booking, not per person. This price is VAT inclusive.
- c. Payment is to be made by the lead traveller identified in the Booking Form and any refunds or repayments hereunder will be made to the lead traveller identified in the Booking Form.
- d. The Owner reserves the right to amend prices at any time prior to receipt of a Booking Form. However, once a Booking Confirmation has been issued the price of the Voyage will not be increased unless the Owner and/or VentureSail are required by law to charge a Government tax or levy introduced or changed after the booking is made. This does not apply to invoice errors or omissions.
- e. FOR CARIBBEAN VOYAGES ONLY - We do require 12 guests to run this voyage, which we know is achievable for this boat given the leas time and good following she has. However, the boat reserve the right to cancel the trip up to 60 days before departure if this minimum number is not reached. For the payment, we ask for a 25% deposit now and no full balance payment until the 60



day date once the voyage has been confirmed. If the trip does not go ahead, your deposit will be refunded in, but we will not be liable for the cost of any flights/travel booked.

16. Booking Changes/Cancellations

- a. All or any changes or cancellations are to be advised by the lead traveller identified in the Booking Form.
- b. Any one of the Customers may transfer their place under this contract to another person subject to at least 7 days' notice, payment of a £50.00 administration fee and completion and approval of a duly amended Booking Form and Medical Questionnaire, such approval not to be unreasonably withheld.
- c. Once a booking has been confirmed a £50.00 administration fee will be payable for all berths changed by the Customers.

Cancellation policy is:

If a berth is cancelled 60 days or more prior to the Voyage and the full price has by then been paid, 75% of the price will be repaid. If the cancellation is between 59 and 30 days prior to the Voyage 25% of the price will be repaid. If the cancellation is 29 days or less prior to the Voyage 0% of the price will be repaid.

- d. For the avoidance of doubt the booking fee is non-refundable. All deposits paid are non-refundable.

17. Insurance

- a. The Vessel will be insured under a policy of marine insurance, but it is the responsibility of the Customers to arrange their own travel insurance.
- b. The Customers must check their travel insurance policy carefully to make sure it covers tall ship sailing, sailing, cruising, and yachting in the appropriate sailing areas and if sailing more than 12 miles offshore. The cover should start as



close as possible to the date you purchased the policy, not when the Voyage starts.

- c. The Customers must provide proof of suitable travel insurance two weeks before boarding, and the Skipper may require sight of the same during the embarkation procedure. If no proof is provided on request, the Customers will be required to either acquire suitable travel insurance there and then or leave the Vessel.

18. Miscellaneous

Personal losses, theft, damages, accidents or travel delays higher force no compensation is given. Damages by negligence third and absolute liability are the sole responsibility of the participant. **The voyage crew, Mitsegler/ trainees and students that takes part in the journey and in any other activities completely at his/ her own risk. Youths travelling as an unaccompanied minor must have full written consent by both parents or a legal guardian. Signatures by both parents or legal guardian have to be signed on each form.** Each participant must be fit, healthy and cannot suffer from any contagious sicknesses. Every participant of our voyage should be **able to swim.**

- The orders of the Captain should always be followed and respected. Any action against can lead to the exclusion of the trip and at an earlier retirement one is not entitled to ask/ receive any compensation or refunds. If, however higher force lead to an earlier finish or an extension of the trip one has no reason to go against the organiser. This also counts at longer than usual laying times at the harbour.

All voyage crew participants are required to fill out a two paged application form before joining the Sail Training Vessel Florette. By signing this form each individual accepts the terms and conditions in full to participate as a voyage crew, trainee, or as student.

19. Your Role as a Voyage Crew



Although you will be embarking on an sailing voyage and the emphasis will be on your enjoyment of the experience, you will be on the vessel as a Voyage Crew Member. Your role as a Voyage Crew Member will involve you learning about and participating in ship-board life. Allowances will be made for age and abilities. No previous sailing experience is necessary. The term “VOYAGE CREW” defines any persons coming onboard for pleasure and or as an active member of the permanent crew, trainee/ Mitsgler, youths or as a student.

20. Health, Fitness, Age

- a. All Voyage Crew Members must be in good health. Anyone who will be **70 years or older during the voyage must have a letter of good health from a medical doctor.** All information given to us is kept confidential. Please note that we reserve the right to refuse your booking based on your medical information, but this right is rarely exercised and in such a case a full refund will be given. There is no upper or lower age limitation but each child under the age of 16 must be accompanied by an adult.
- b. **Youths travelling as an unaccompanied minor must have full written consent by both parents or a legal guardian. Signatures by both parents or legal guardian have to be signed on each form.**
- c. Voyage Crew Members must not take on board goods of a potentially noxious, dangerous, hazardous, inflammable, explosive or damaging nature, including cartridges, firearms, non-safety matches and acids. The Voyage Crew Member will be liable for and shall indemnify the Owners against any loss or damage arising from breach of this term. The Master or his delegated officer may enter any cabin at any time for the purpose of searching for controlled or prohibited substances which the Master suspects are in the cabin; or for purposes associated with any repair or maintenance work aboard the ship. The Master or his delegated officer shall in such circumstances be entitled to take with him any



crew members that are deemed necessary for the purposes of such search, repair or maintenance.

21. Loss & Liability

The Owners shall not be liable for any loss whatsoever suffered by any Voyage Crew Member in respect of any loss of or damage to the Voyage Crew Member's property whether such property is on or near the ship or any premises used by the Owners, or in any conveyance used by the Owners for the transportation of Voyage Crew Members and/or their property, whether or not any such loss is caused by the negligence or fault of the Owners or their servants, agents or independent contractors. "Property" includes baggage, money, valuables and any other property whatsoever of the Voyage Crew Member.

22. Voyage Performance

If the performance of the voyage or proposed voyage is, or in the opinion of Owners is likely to be, delayed, hindered, postponed or prevented by Acts of God, intervention or interference of any kind by a Government or a Ruler, war or preparation for war whether or not a declaration of war has been made, or armed hostilities, riots, insurrection or civil commotions, delay in transport, delay in delivery or non-delivery of materials or equipment for the ship, reduction of normal working hours, labour disputes, strikes, lockouts, shortage of labour or materials, fire or other damage affecting the ship or the premises of the Owners, abnormal weather conditions, or by any other cause of any kind whatsoever beyond the control of the Owners, or if the Owners consider that for any reason whatsoever proceeding to, attempting to enter, or entering or remaining at the port or place of disembarkation may expose the ship to risk of loss or damage or delay, the Voyage Crew Members and their property may be landed at the port of embarkation or at any port or place which the Owners or Master in his or their discretion may reasonably decide on, at which time the responsibility of the Owners shall cease and this contract shall be deemed to have been fully performed; or if the Voyage Crew Member has not embarked, the Owners may cancel the proposed voyage and shall refund fares paid in advance. In the event of a voyage



between any two ports or places being cancelled after the Voyage Crew Member has completed a passage between at least two ports or places the amount of the fare to be refunded shall be such proportion of the total as the cancelled voyage bears to the entire voyage contracted for by the Voyage Crew Member. The Voyage Crew Member shall have no claim whatsoever against the Owners in respect of such refusal or cancellation.

- The Owners shall not be liable for any delay or inconvenience, or for any loss, expense, or damage howsoever resulting therefrom which is suffered by any Voyage Crew Member, whether or not such delay or inconvenience, or resulting loss, expense, or damage, arises from negligence or default of the Owners, their servants, agents or independent contractors and whether on land or at sea.

23. Terms of “Voyage Crew Member”

In accepting these terms and conditions each Voyage Crew Member is deemed to offer to the Owners as agent for the Owners’ servants, agent and independent contractors (“Protected Persons”) (such offer being accepted by the Owners as such agent) to confer on them the following protections:-

- a. Where acceptance of the offer constitutes a contract of which Maltese law is the proper law, the benefit of every limitation of or exception from liability, and of every defence or immunity from claims, provided for the benefit of the Owners under these terms and conditions, or
- b. In any other case, complete and total exemption from all liability and immunity from all claims howsoever arising and whether or not involving any negligence or fault on the part of the Protected Person.
- c. The consideration for such offer and for any contract made pursuant thereto shall be the provision or prospective provision by any of the Protected Persons of any services for the benefit, whether direct or indirect, of the Voyage Crew Member or in connection with the performance by the Owners of their obligations under these terms and conditions.



- d. Acceptance by the Owners of such offer shall be deemed to be ratified severally by the Protected Persons (whether any of them then has actual knowledge of the terms of the offer) upon their providing any such service as aforesaid whether or not the Voyage Crew Member has notice thereof.

24. Damages

The Voyage Crew Member shall be liable to and shall reimburse the Owners for all damage to the ship and its furnishings and equipment, or any property of the Owners, caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Voyage Crew Member, and the Voyage Crew Member shall indemnify the Owners and its agents and servants against all liability whatsoever which the Owners or such agents or servants may incur towards any person or entity for any personal injury or death, loss or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of the Voyage Crew Member.

25. Quarantine

In case of quarantine, each Voyage Crew Member must personally bear all risks and expenses thereby caused including the cost of maintenance during the period of detention. The Voyage Crew Member agrees to abide by all orders and direction of the ship's Master or any medical officer purporting to represent the government of any nation or department thereof.

26. Changes to and cancellation of bookings by the owner

- a. Due to the vagaries of weather or mechanical problems the Owner and VentureSail can make no guarantee of the itinerary of the Voyage, including ports of departure, ports of call and ports of arrival and there can be no compensation payable for changes thereto.
- b. The Owner will do their utmost to provide the Voyage booked but it is inevitable that sometimes changes must be made. Most of these changes will be minor and VentureSail will advise of these as



soon as reasonably practicable. An example of a minor change will be change of the Vessel to another of similar or larger size with at least the same number of cabins. No compensation is payable in the event of such minor alterations to the Voyage booked.

- c. If the Vessel is unavailable for the dates of the Voyage booked and no other vessel of a similar or larger size with at least the same number of cabins can reasonably be made available, the Owner will do their utmost to offer an acceptable alternative. If any customers with a booking for the Voyage do not accept the alternative the Owner may have to cancel the Voyage in which case the Customers will receive a full and prompt refund of all money paid. In all cases, the Owner's liability and VentureSail's liability will in any event be limited to the refund of the sum paid by relevant members of the Customers and neither the Owners nor VentureSail can accept responsibility for any expenses the Customers may incur.
- d. The Owner and VentureSail cannot accept responsibility or pay compensation where the Owner and/or VentureSail reasonably changes or cancels the Voyage due to Force Majeure (war or threat of war, riot, civil strife, terrorist activity, industrial dispute, outbreak of disease or pandemic, unavoidable technical problems with transport, closure, or congestion of airports, natural or nuclear disaster, fire, adverse weather conditions or similar events beyond their control).
- e. The Customers must provide proof of suitable travel insurance two weeks before boarding and the Skipper may require sight of the same during the embarkation procedure. If no proof is provided on request, the Customers will be required to either acquire suitable travel insurance there and then or leave the Vessel.
- f. The Owner and VentureSail cannot accept responsibility for strikes or harbour lockout situations that would affect the running of the trip.



- g. The Voyage Crew Member assumes all risk of war and warlike operations and releases the Owners from all claims and liabilities of any sort or description in any way connected with the risk of war or warlike operations of any kind or description. The ship may sail with or without lights and if necessary, in the judgment of the Master or Owners to avoid the danger of hostile attack, may fail to observe any practices, rules or regulations which may be applicable in times of peace. The Owners shall not be liable for any errors in judgment of the Master or personnel of the ship in seeking to avoid capture, seizure, detention, or destruction. The ship may sail armed or unarmed or with or without convoy and may carry any contraband, explosives, munitions, warlike stores, and hazardous cargo unless prohibited by statute.
- h. The Owners shall have liberty to comply with any orders, recommendations or directions whatsoever given by the government of any nation or by any department thereof, or any person acting or purporting to act with authority of such government or department, or by any committee or person having under the terms of the war risks insurance on the ship the right to give such orders, recommendations or directions, and if by reason of and in compliance with any such orders, recommendations, or directions anything is done or is not done the same shall not be deemed a deviation or a breach of this contract. Disembarkation of any Voyage Crew Member or discharge of their property in accordance with such orders, recommendations, or directions shall constitute due and proper fulfilment of the obligations of the Owners under this contract.
- i. If for any reason whatsoever the Voyage Crew Member is refused permission to land at the port of disembarkation or any other port, the Voyage Crew Member and their property may be landed at any port or place at which the ship calls or be carried back to the port of embarkation or be provided with such form of transport to such destination as the Owners may by law be obliged to arrange and shall pay the Owners full fare according to the tariff in use at such time for such further carriage or transport which shall be upon the



terms herein contained or such other terms as the Owners may arrange on behalf of the Voyage Crew Member. The Voyage Crew Member shall indemnify the Owners against all loss and expense incurred in connection with or as a result of such refusal or permission to land.

- j. To the extent that in any given case the Athens Convention is held to apply then, in the event of any inconsistency between these terms and conditions and those of the Athens Convention, the terms of the Athens Convention shall prevail to the extent of such inconsistency.

- k. To the extent that the law of the flag of the vessel is held to apply to and govern the relationships between the Owners and the Voyage Crew Members and the obligations of the Owners towards Voyage Crew Members then, to the extent of any inconsistency between these terms and conditions and the law of the flag state (where such law cannot be contracted out of) the law of the flag state shall prevail.

- l. Subject to clause of the contract of which these terms and conditions form part is deemed to have been made in Malta. The contract and any proceedings relating to it shall be governed by Maltese law and the courts of Malta shall have exclusive jurisdiction in respect of such proceedings. The Voyage Crew Member submits to such exclusive jurisdiction.

Marketing and Photography

Please note that when you fill out your Voyage Crew Form that we may use your email to update you with newsletters that may include new routes that we are planning, new voyage concepts, or other information that we would like to share with you. The Owner does share any of the information that you provide us without your written consent. Photographs/ images that are taken onboard that include a Voyage Crew Member may be used by The Owner for purpose of marketing and advertising. **You grant a non-**



exclusive, perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable license to use such images for advertising, publicity, promotional and related purposes.

By signing this agreement, I

_____ acknowledge
that I have read and understand the agreement and accept it in full pages 1
to 13.