



**2018 Florette Travel information- Rules and requirements for Voyage Crew/ trainee Mitseglerbestimmungen last update 1.1.2018 (7Pages)**

**Dear Voyage crew/trainee**

*We look forward to welcoming you on board the SV Florette in the near future. In order 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 holiday on board an old-time sailing ship; therefore, it should not and cannot be compared with a Motor Yacht, Cruise liner or a Turkish Gulette.*

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

**Route**

*Your booked sailing cruise takes you along the beautiful coastline and to the islands of Southern Italy 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 guests and ship at heart. As a result the program may change and we are unable to compensate by way of refund.*

**Safety Onboard**

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

**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.*

**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.*

**Tender (ship's boat)**

*The Florette has 2 large tenders (1x4.80m and 1x5.8m) 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.*

**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.*

**Luggage**

*On board we generally go barefoot or when sailing a pair of appropriate deck shoes can 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 (ie 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. Also a traveling bag is much more convenient than a bulky suite case. Mask and snorkels should not be forgotten.*

**Medical insurance card and medical support**

*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, yet it is still advised to book separate travel insurance.*

**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 5 kayaks. There is a small fee for usage, which is to be paid directly on board.*

**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:*

**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.*

**Language**

*The crew speaks English, German and Italian.*

**Food & provision**

*The breakfast buffet consists of: coffee, tea, bread, salami, eggs, cheese, and butter, different types of jam, cornflakes and muesli. For other meals we have chosen the best recipes out of the international kitchen. On request we also provide vegetarian dishes. For our famous BBQ's we also have a lava grill on board.*

**Water**

*There are 6000 liters of fresh water onboard, which we can only refill when in a marina. 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 is not drinking water.*

**Car Rental**

*The driving licenses of the European Union are recognized, the minimum age for renting a car is 25 years. In Vibo Marina it is possible to arrange a rental car or scooter.*

### **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 participant/ Voyage crew ( Mitsegler/ Trainee) takes part in the journey and in any other activities completely at his/ her own risk.**

*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 organizer. This also counts at longer than usual laying times at the harbor.*

*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 member/ trainee.*

### **Your Role as a Voyage Crew**

Although you will be embarking on an adventure holiday 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.

### **Health, Fitness, Age**

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.

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.

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.

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.

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:-

(i) 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

(ii) 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.

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.

Acceptance by the Owners of such offer shall be deemed to be ratified severally by the Protected Persons (whether or not 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.

. 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 willful 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 willful or negligent act or omission on the part of the Voyage Crew Member.

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.

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.

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 fulfillment of the obligations of the Owners under this contract.

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.

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.

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.

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