

GENERAL CONDITIONS

Donations, Registration & Boarding

The present general conditions have been translated from French. They may contain phrase structure which can be subject to different interpretation. If there is any misunderstanding, kindly refer to the French document or contact Vitaminsea.blue.

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Association Vitaminsea.blue | 3 quai Capo-d'Istria, 1205 Geneva - Switzerland



Hai altre foto?

Table of contents

Preamble:	3
1. Foreword	3
2. Collaborate, train, protect...	3
3. Definitions	3
General conditions of donation	4
1. Purpose	4
2. Make a donation	4
3. Method of payment	4
4. Data privacy	4
5. Proof of donation	4
General conditions of registration	5
1. Purpose	5
Sailing trip	5
2. Enrollment	5
Contribution.....	5
3. Registration	5
Registration for a sailing trip.....	5
Cancellation by the member	5
Cancellation by Vitaminsea.blue	6
4. Rates	6
General	6
Standard rates	6
5. “Boatswain” rates	6
Boatswain Offer - Prepaid days (monthly payment)	6
6. Preferential rates	7
Preferential offers.....	7
7. Exceptional trips	8
8. Rate Validity	8



9.	Discounts and rebates	8
10.	Discount for early payment.....	8
11.	Terms of payment.....	8
12.	Delivery	9
13.	Data privacy.....	9
14.	Proof of payment.....	9
15.	Reimbursement	9
16.	Force majeure.....	9
17.	Competent court.....	10
General conditions of boarding.....		11
1.	Purpose	11
2.	Membership and sponsoring	11
3.	Age requirement	12
4.	Maritime skills.....	12
5.	Physical abilities and medical purposes	12
	General	12
	Vaccines	13
	Seasickness	13
6.	Sailing trip	13
7.	Transportation.....	13
8.	Hosting.....	13
9.	Participant's items	14
10.	Cash box	15
11.	Security.....	15
12.	Insurance	15
13.	Damages to the ship	15
14.	Full board	15
15.	Information	15
16.	Bank information	16



Preamble:

1. Foreword

The general conditions described hereafter detail the rights and obligations of the association Vitaminsea.blue on the one hand, and of its members, donors and participants on the other hand. Any acceptance of these terms and conditions implies unconditional and irrevocable acceptance of these.

2. Collaborate, train, protect...

Vitaminsea.blue is a non-profit association created in Geneva in 2021. It offers sailing trips in a concept called "collaborative navigation". This aims to make sailing accessible to the largest number of people and allow members to discover sailing on the open sea. Vitaminsea.blue advocates the exchange of knowledge and skills in order to offer a life experience to the whole crew mixing relaxation, learning and sharing.

In the same way, the association supports training and other projects, notably environmental and/or social-educational.

3. Definitions

In the following paragraphs, each of the terms mentioned below shall have the meaning given to it by its definition.

- "Member" means any individual or legal entity affiliated with the Vitaminsea.blue association
- "Donor": any person or entity who acts for the purpose of making a donation to the association Vitaminsea.blue without any consideration other than those specified on the site.
- "Participant" means any natural person who is a member of the Vitaminsea.blue association and boards a boat in the framework of an activity organized by the said association.
- "Registration": Action by which a member reserves a place in advance and for a defined stay on one of the boats of the association Vitaminsea.blue
- "Credit note": Money belonging to a member, but held by the Vitaminsea.blue association. This money is only valid for the registration to stays organized by the said association.
- "Membership fee" means the annual amount to be paid by the member to maintain membership in the Vitaminsea.blue association.
- "Payment Form": a secure online payment interface that indicates the characteristics of the amount paid by the donor or member.
- "Donation": act by which the donor commits himself to pay an amount of money without other counterpart than those indicated on the site and by which the association Vitaminsea.blue commits to receive it.



General conditions of donation

1. Purpose

The present general conditions have for purpose to define the rights and obligations of the parties within the framework of the donations through the website of the association Vitaminsea.[blue](#).

2. Make a donation

Through the website of the association Vitaminsea.[blue](#), the donor accesses the payment form. He chooses or enters the amount or the multiple amounts of donation wished, identifies himself, accepts the general conditions and validates the payment form.

3. Method of payment

The payment of the orders is carried out by credit card or by bank transfer.

The donor guarantees the association Vitaminsea.[blue](#) that he has the funds and the authorizations possibly necessary to use the method of payment chosen by him during the validation of the payment.

In case of payment by credit card, the provisions concerning the fraudulent use of the means of payment provided in the agreements concluded between the donor and the issuer of the card, and between the association Vitaminsea.[blue](#) and its banking institution apply.

4. Data privacy

When paying by card, the information requested from the donor when making a donation on the Internet is necessary to process the online transaction. It is treated confidentially. The donor has the right to rectify his or her personal data.

5. Proof of donation

When paying by card, the data recorded through the payment form on behalf of Vitaminsea.[blue](#) is the proof of payment of the online donations made by the donor. In addition, a confirmation email is sent by Vitaminsea.[blue](#) to summarize and confirm the transaction.



General conditions of registration

1. Purpose

Sailing trip

Vitaminsea.[blue](#) offers sailing trips on a sailboat. These can have a minimum duration of 1 day depending on availability.

2. Enrollment

Contribution

The member shall pay the membership fee for the current calendar year. The amount is not prorated.

By paying the annual membership fee, any individual or legal entity will be able to have a voice in the general assembly as mentioned in the statutes of the association.

In case of non-payment of the membership fee for the current year, the member loses his status of member of the association Vitaminsea.[blue](#), and consequently his rights to navigate. If the member has a credit note, it will be kept and can be used under the conditions of the offer to which it is linked. However, the membership fee must be paid before the credit can be used for sailing.

3. Registration

Registration for a sailing trip

Any member wishing to embark, either individually or as part of a group, is required to initiate his registration preferably via the website of the association. In any case, the registration becomes effective upon payment of a deposit of 30% of the final amount and/or deduction of the credit note if existing at the latest 30 days before the date of embarkation and as soon as the completed and signed registration form has been received by the association Vitaminsea. [blue](#).

If the rate of the stay booked by the member exceeds the amount of his credit obtained through one or more preferential offers, then the member pays the additional days at the standard rate. (See 4. Standard rates).

Vitaminsea.[blue](#) reserves the right to refuse or cancel a registration if the number of participants is not sufficient to validate a trip that covers all operating costs..

Cancellation by the member

If the member decides to cancel his registration, he has to inform Vitaminsea.[blue](#) at least 1 month in advance. His credit can be used for another registration in the future. If the member does not contact Vitaminsea.[blue](#) within this period, his credit is lost.



Cancellation by Vitaminsea.blue

If Vitaminsea.blue has to cancel a sailing trip, the member will be refunded with a credit note. This credit can be used to book another sailing trip up to the amount of the credit and under the same conditions of the offer to which the member had originally subscribed.

4. Rates

General

The prices displayed on the website are to be seen as a contribution to the running costs of the association Vitaminsea. blue. They are given "all taxes included" and in totality. No mandatory additional fee will be charged to the participant. The fees can be divided into three categories:

1. Participation in the cash box (details in "10. Cash box" in the General Conditions of boarding below)
2. Participation in the annual costs (maintenance and equipment of the fleet, administrative costs, ...)
3. Reimbursement of the social shares

Standard rates

These rates concern either the registration for of individual place(s) on board, or the privatization of the entire boat for a maximum crew of 10 members (skippers included) unless there is a specific agreement.

Depending on the days of the year and the geographical position of the boat, the cost of a stay may vary but remains within the range indicated (if range indicated on the website). The member must choose his sailing dates according to availability and is then directed to vers la suite du processus d'inscription.

For the beginning of its activities, Vitaminsea.blue offers special rates called "tarifs de lancement" which will act as "standard rates". If these rates are in effect, they are clearly indicated on the "rates" page of the website.

5. "Boatswain" rates

Boatswain rates apply to members who have subscribed to a Boatswain offer detailed below. They only apply to registration for individual spot(s) on board.

Boatswain Offer - Prepaid days (monthly payment)

By subscribing to this offer, the member pays a monthly credit that can be used to book sailing days. The member benefits from the "**Boatswain**" rates in force on the site and only up to the amount of the credit paid via this offer.

The member loses the right to this preferential rate if he/she terminates his/her monthly payment and spends the totality of his/her credit paid through this offer.



After three months of delay, Vitaminsea.[blue](https://vitaminsea.blue) automatically terminates the member's right to use this offer. The member can nevertheless use his remaining credit under the same conditions.

Vitaminsea.[blue](https://vitaminsea.blue) reserves the right to display or remove this offer at any time on <https://vitaminsea.blue>.

6. Preferential rates

The preferential rates (in force on the site) concern only the registration of individual spot(s) on board.

They apply to **active supporting members, collective supporting members, honorary members** and **historical members**.

However, members who do not fall into any of the above categories can still benefit from these preferential rates by subscribing to one of the preferential offers detailed below.

Preferential offers

Preferential offers have as main goal to support Vitaminsea.[blue](https://vitaminsea.blue) by allowing the member to invest in the association and in return to benefit from preferential rates. The discounts obtained thanks to these offers are only applicable on the registration of one or several places on board, but not on the privatization of the whole boat.

Captain's offer - prepaid days (cash payment)

By subscribing to this offer, the member obtains a credit note that he/she can use to book sailing days. The member benefits from the **preferential rate** in force on the site and only up to the amount of the credit paid via this offer. The credit must be used within 2 years of its payment.

The member loses the right to the preferential rate when he/she spends the totality of his/her credit paid through this offer.

Admiral Offer - Prepaid days (annual payment)

By subscribing to this offer, the member pays an annual credit that can be used to book sailing days. The member benefits from the **preferential rate** in force on the site and only up to the amount of the credit paid via this offer.

The member is able to book his first day of sailing 1 year after the first payment. From the second year onwards, he/she must book 1 trip per year using the paid credit.

The member loses the right to this preferential rate if he/she terminates his/her payments and spends the totality of his/her credit paid through this offer.

After three months of payment delay, Vitaminsea.[blue](https://vitaminsea.blue) will automatically terminate this offer. The member can nevertheless use his remaining credit under the same conditions as the offer he had subscribed to.

Vitaminsea.[blue](https://vitaminsea.blue) reserves the right to display or remove these offers at any time on <https://vitaminsea.blue>.



7. Exceptional trips

Exceptional trips are not subject to the rates described above (due to their nature, location or very specific projects) and their pricing conditions are specific to them.

These stays are clearly indicated on the site as well as their prices.

8. Rate Validity

The rates for registrations are those in effect on the day of payment. They are in Swiss Francs and calculated all taxes included (if not otherwise specified on the site). Vitaminsea.blue reserves the right to change the rates at any time. However, Vitaminsea.blue commits to keep booked services at the rates indicated at the time of the registration.

9. Discounts and rebates

The proposed rates include the discounts and rebates that Vitaminsea.blue may grant due to maintenance costs or the assumption by the member of certain services.

10. Discount for early payment

No discount is granted for early payment.

11. Terms of payment

The payment of the orders is carried out:

- Either by credit card;
- Or by bank transfer

The member guarantees to the Vitaminsea.blue association that he has the funds and the authorizations possibly necessary to use the method of payment chosen by him during the validation of the payment.

In case of payment by credit card, the provisions relating to the fraudulent use of the means of payment provided in the agreements concluded between the member and the issuer of the card, and between the association Vitaminsea.blue and its banking institution apply.



12. Delivery

The confirmation of the registration is made:

- By electronic means

The time of receipt of the registration confirmation indicated during the registration of the order is given as an indication only and is not guaranteed.

Consequently, any reasonable delay in the delivery of the products cannot give rise to the benefit of the customer to:

- Award of damages;
- The cancellation of the order.

13. Data privacy

The information that is requested from the member during the Internet payment is necessary to process the online transaction. It is treated confidentially. The member has the right to rectify any data concerning himself/herself.

14. Proof of payment

The data recorded through the payment form on behalf of Vitaminsea.blue association constitutes the proof of payment of the online registrations made by the member. In addition, a confirmation e-mail is sent by Vitaminsea.blue to summarize and confirm the transaction.

15. Reimbursement

The member is entitled to a cash refund in the following cases:

- Cessation of Vitaminsea.blue activities.

16. Force majeure

The responsibility of Vitaminsea.blue cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in the present general conditions of registration results from a case of force majeure. For this purpose, force majeure means any external, unforeseeable and irresistible event as defined in article 1148 of the Swiss Civil Code.



17. Competent court

Any dispute relating to the interpretation and execution of these general conditions of registration is subject to Swiss law.



General conditions of boarding

1. Purpose

In general, and whatever the project, the member embarking on board is strongly encouraged to participate in all the activities necessary for sailing on a sailboat, of which here are some examples (non-exhaustive list):

- Maneuvers
- Driving
- Thinking about the route
- Cooking
- Supplying
- Maintenance tasks
- Documentation of the trip (written or visual)

To go further, the participant can ask to be assigned a role for a defined period of time. This is to reinforce his learning on a particular aspect of navigation in order to pass on his knowledge to others.

The member is also invited to participate in a variety of activities that might be considered secondary. These differ according to the interests of the other members of the crew. Similarly, it is greatly appreciated that participants can share their interests, whether related to navigation or not.

Regularly, a debriefing is organized so that everyone can express themselves on their integration on board and on their wishes for the following days.

2. Membership and sponsoring

Any person, adult or child, who embarks on a boat of the association Vitaminsea.[blue](#) is required to be a member by law. In addition to accepting the present general conditions, the participant must pay the annual membership fee. This one must be paid at least 30 days before the date of boarding.

At the time of the very first affiliation, the new member can fill in the field "I am being sponsored by the following member" of the registration form. The referrer will receive a free day of sailing (non-transferable and not valid for exceptional stays). Vitaminsea.[blue](#) reserves the right to display or remove this benefit at any time.



3. Age requirement

There is no age limit for senior citizens to come aboard. However, the characteristics of the activities related to maneuvering and moving around on a sailboat on the high seas must be taken into account when deciding whether to make a registration for a boarding.

Teenagers up to 15 years old must be accompanied by an adult; a specific waiver of responsibility is required for minors between 15 and 18 years old.

4. Maritime skills

No maritime skills are required to come aboard. Sailing is open to all, beginners, amateurs and experienced sailors.

5. Physical abilities and medical purposes

General

The participant is required to complete and sign the registration form (document provided by the association Vitaminsea. [blue](#)) which certifies that he/she has no medical problems that could compromise his/her ability to embark.

Life on board a ship presents a certain number of constraints and risks. In general, it is important to ensure that the participant's health is compatible with the boarding. In case of doubt, the participant must consult his or her doctor before registering for a sailing, in order to avoid having to cancel his or her registration at a later date and incur cancellation penalties. Specifically, the following factors should be considered as contraindications:

- Any condition (epilepsy, heart rhythm disorder, etc.) that could lead to a sudden loss of consciousness,
- Cardiovascular diseases,
- Pregnancy, which formally contraindicates boarding,
- Functional integrity of the lower and upper limbs and the absence of sensory disabilities (visual and/or auditory) are required to participate in the maneuvers,
- An unstable or progressing illness or an illness requiring regular monitoring or treatment in a specialized setting.

If the participant is undergoing medical treatment, he/she must bring enough medication for the entire duration of the trip.

To embark, the participant is required to fill out the "Medical Information" form (provided by the association) and place it in a sealed envelope to be brought on board. This envelope will be placed in a safe place and will only be opened in case of force majeure.



Vaccines

When sailing around the Mediterranean basin and the Atlantic, it is recommended that the following vaccinations be up to date: diphtheria, tetanus, polio, measles and hepatitis. For further information, the website <https://www.healthytravel.ch/> provides medical advice for travelers.

Seasickness

If the member is prone to seasickness, he/she should take the necessary medication as a precautionary measure before boarding. It is recommended that you contact a pharmacy for information.

Seasickness is often caused by hunger, cold or fatigue. Therefore, you should not hesitate to cover yourself well and eat. It will generally not last more than one day. No one is safe from these inconveniences, even the greatest sailors.

6. Sailing trip

The stay starts on the first day of the registration and ends on the last day of the registration. If the participant wishes to terminate his or her stay prematurely, he or she must refer to the captain first. The captain will do his best to dismiss the participant within the requested time limit. Any expenses incurred are at the participant's expense and no refund is possible.

7. Transportation

The rates do not cover the participant's transportation costs from his or her home to the place of boarding or from the port of disembarkation to his or her home. It is the participant's responsibility to make the necessary arrangements to arrive at the place of boarding in good time and to organize his/her return.

It is the participant's responsibility to find out before departure about any necessary visas and vaccinations, depending on the countries crossed during the trips, and to make the necessary arrangements. Similarly, it is the participant's responsibility to find out about the validity of the passport specifically required by certain countries (e.g., 6 months).

8. Hosting

The participant stays on the boat for the duration of the trip. He shares his cabin with one or more other members. He/she can eventually benefit from a private cabin for an additional fee and if an arrangement is made between the member and Vitaminsea.[blue](#).

Pillows and blankets are provided, but participants must bring their own sheets or sleeping bag and a towel. Depending on the navigation, more details are provided.



The boat is equipped with several shower cabins and toilets. As the boat's drinking water resources are limited, it is recommended to use it responsibly. The boat is equipped with an electrical power supply to recharge the batteries of the appliances, but the power should be used sparingly.

9. Participant's items

For reasons of space, it is advisable to bring a minimum of stuff. The soft travel bag is ideal. Because of their size, hard cases cannot be taken on board.

In general, bring warm clothes, even in summer, and a change of clothes. Here are some of the things you need to bring on board:

- Headlamp and spare battery
- Fleece jacket or similar
- Rain jacket
- Hat and cap;
- Sunglasses and sunscreen;
- Personal medications
- Swimsuits
- Valid passport
- Toilet bag and towel
- Personal cash
- Sleeping bag or sheets
- Towel

Here are some additional recommended things:

- battery
- solar panel
- Aquatic shoes
- Fins, mask, snorkel
- Earplugs
- Waterproof bag

The items required for boarding are listed and updated on the "Packing your bag" page of the website.

Vitaminsea.[blue](#) is not responsible for any valuables that the participant carries with him/her.



10. Cash box

The amount paid by the member for a trip covers the cash box, i.e. the provisioning, fuel and other consumables inherent to navigation as well as the port fees. Alcohol is however not included. The cashbox also includes a modest remuneration to the skippers, as far as possible.

11. Security

Upon arrival on board, the participant receives a briefing detailing all the instructions necessary for the smooth running of the trip. During all the stay, the participant is under the responsibility of the captain, he must respect all the instructions coming from him. In case of non-compliance with them, Vitaminsea.blue reserves the right for the captain to take measures up to the exclusion of the participant. In this case, all the expenses generated by these measures are at the charge of the participant.

12. Insurance

The participant must have a valid health, accident and liability insurance before embarking. No specific insurance is necessary, standard insurance is sufficient.

13. Damages to the ship

In case of damage suffered by the ship, Vitaminsea.blue guarantees to do its best to solve the problem in the most efficient way possible, while prioritizing the safety of the participants first. Nevertheless, Vitaminsea.blue is not responsible for any damage not caused by poor maintenance of the boat or negligence of safety rules.

14. Full board

The stay includes full board on board, however alcoholic drinks are not included. Any restaurant bills and extra food purchases will also be charged to the participant.

15. Information

The association Vitaminsea.blue is at your disposal for any further information.



16. Bank information

Association Vitaminsea.**blue**
3, quai Capo-d'Istria, 1205 Geneva, Switzerland

Transfer details in CHF

IBAN : CH07 0900 0000 1563 1726 6BIC/SWIFT
: POFICHBEXX
PostFinance AG,
Mingerstrasse 20,
3030 Bern, Switzerland

Transfer details in EURO

IBAN : CH16 0900 0000 1563 1729 8BIC/SWIFT
: POFICHBEXX
PostFinance AG,
Mingerstrasse 20,
3030 Bern, Switzerland