

**General Terms and Conditions
of the Beijing Sailing Center
北京航海中心通则**

**1. Contracting
1、合同**

These General Terms and Conditions for Taking Part in Activities of the Beijing Sailing Center ("General Terms") apply to all services rendered by Ruilongfan Sailing Sports Culture Development Limited Company ("Beijing Sailing Center") including especially the following services:

本《北京航海中心服务通则》(以下简称“《通则》”)适用于北京瑞龙帆体育文化发展有限公司(以下称“北京航海中心”)提供的所有服务,尤其是以下服务:

- Sail training;
1、进行航海培训;
- Rental of sail boats;
2、船只出租;
- Sailing summer camps for children, sailing corporate and other events;
3、举办儿童航海夏令营,公司举办的航海活动及其他活动;
- Storage of privately-owned boats;
4、存储私人拥有船只;
- Services rendered on an annual fee basis including use of boats and equipment; use of facilities and participation in some events;
5、缴纳年费的成员所享有的服务:如使用船只和设备、使用设施和参加活动;
- Providing information and assistance regarding accommodation and transportation in relation to the other services rendered by the Beijing Sailing Center.
6、与由北京航海中心提供的其他服务有关的、关于住宿和交通方面的信息和帮助。

These General Terms are an integral part of any contract concluded between a customer of the Beijing Sailing Center ("Customer") taking part in any of its activities or booking any of its services including but not limited to the ones listed above ("Service" or "Services") and the Customer agrees to the applicability of these General Terms by signing a booking form for any of the Services. The Customer agrees that these General Terms shall apply to each contract with the Beijing Sailing Center exclusively and that the Customer's own General Terms (if any) shall not apply. In the event and to the extent that there is any discrepancy between these General Terms and any individual written agreement between the Customer and the Beijing Sailing Center regarding the Service, such written agreement shall prevail.

本《通则》是北京航海中心的顾客(以下称“顾客”)在接受北京航海中心举办的活动或提供的服务,包括但不限于以上列出的各项服务(以下称“服务”)时与北京航海中心签订的任何合同不可分割的组成部分。顾客同意,本《通则》适用于其与北京航海中心签订的合同,并具有排他性。顾客自行的《通则》等(如有)并不适用于各该合同。倘若本《通则》与顾客和北京航海中心就某项服务签订的服务合同发生歧义,则双方同意,以顾客和北京航海中心就某项服务签订的服务合同为准。

**2. Bookings and Cancellations
2、预订及取消**

Any booking made by a Customer in writing or via the internet is a binding and non-revocable offer and will result in a contract for the service in question as soon as it has been confirmed by the Beijing Sailing Center. In any case the Customer will be required to sign the respective booking form and accept these General Terms. 50% of the Service Fee is due upon booking and the balance is due 28 days prior. A 5% late payment fee will be applied to all balances not paid by due date and if any scheduled payment has not been received by the payment due date, BSC reserves the right to cancel retaining all deposits and fees paid to date. In case of a cancellation at least 28 days before the date the Service is booked the Customer will have to pay 50% of the Service Fee, in case of a later cancellation the complete Service Fee

顾客的任何书面或通过网上的预订是对其有约束力的不可撤销的要约(以下简称“要约”),该要约一经北京航海中心确认立即生效,双方就某项服务另签署书面服务合同。在

北京航海中心确认之后,顾客无论如何将被要求签署服务合同并接受本《通则》条款。顾客须在预订时支付服务费的百分之五十(50%),余下的服务费应在提供服务的二十八(28)日之前予以支付。倘若顾客未能按时在到期支付日支付所应支付的服务费,则应按照所应支付的款项,另向北京航海中心支付百分之五(5%)的滞纳金。倘若北京航海中心在到期支付日未收到任何应支付款项,北京航海中心有权取消顾客所预订的服务,并对所收取的定金以及任何费用不予以退还。倘若顾客在提供服务的二十八(28)天前取消预订服务,顾客须向北京航海中心支付百分之五十(50%)的服务费;倘若顾客在晚于提供服务的二十八(28)天前取消预订,则顾客须向北京航海中心支付全部服务费。

**3. Payments and Refunds of Service Fees
3、服务费的支付和退还**

The Service Fee for each Service is determined on the current fee standard for that Service as published and updated by the Beijing Sailing Center from time to time or as quoted to the Customer. Quotes remain valid for 7 days only. The Service Fee payable for each Service shall be confirmed upon booking of such Service. Beijing Sailing Center may demand a down-payment in cases where the Service Fee is not fully paid upon booking. Payments of any Service Fees shall be made by the Customer in cash, by credit card or bank transfer on the day of the Service is booked for. A surcharge of 3% is added if payments are made by credit card and Beijing Sailing Center may charge an administration fee if payments are made at site where the Service is performed. Prices for third party services and goods cannot be controlled by Beijing Sailing Center and may change without prior notice. In the event the Service cannot be provided during the time frame it is booked due to adverse weather conditions, the Service Fee will be refunded or an alternate date for the re-performance of the Service will be scheduled or an alternate activity will be provided at the discretion of the Beijing Sailing Center. Any other costs the Customer may have incurred (accommodation, transportation etc.) will not be covered or refunded by Beijing Sailing Center if the Service cannot be provided and will be subject to the terms and conditions of the third party providers. The determination when weather conditions are adverse so that a Service cannot be performed lies in the sole discretion of the Beijing Sailing Center and the Beijing Sailing Center is under no obligation to perform a Service at a time when it considers this unsafe and it shall not be obliged to postpone performance of a Service when a Customer demands this based on his or her assessment of the weather conditions. Beijing Sailing Center reserves the right to adjust the time schedule for performing Services during a given timeframe.

服务费根据北京航海中心公布的并适时更新的标准或者北京航海中心向顾客提供的报价来确定。报价的有效期限为七(7)天。服务费将在顾客向北京航海中心预订服务时确定。预订时顾客不能全额支付服务费时,北京航海中心可要求顾客支付一定数额的定金。顾客须在获得预订服务的当天,以现金、信用卡或银行转账的方式支付余下服务费。若顾客用信用卡支付费用,则须另行支付3%的费用。顾客在提供服务的现场支付费用,北京航海中心可能收取手续费。但是,任何第三方提供的服务或物品的价格,可能会未经事先通知而随时更改,该项改变并不受北京航海中心控制。若由于天气条件恶劣,致使服务不能在预订期限内提供的,北京航海中心须将服务费退还给顾客或另行安排其他时间提供服务,或者由北京航海中心酌情安排其他的活动。服务不能提供时,顾客由此支付的其他费用(住宿费,交通费)北京航海中心不予以退还,并且该其他费用应遵守提供相关服务的第三方的相关条款的规定。仅仅北京航海中心享有决定天气条件恶劣从而是否提供服务的判断权。在其认为不安全的条件下,北京航海中心没有任何义务提供服务;或在顾客基于自身对于天气条件的判断要求北京航海中心推迟提供服务的情况下,北京航海中心没有任何义务延迟提供服务。北京航海中心保留在已确定的服务时间范围调整时间表的权利。

**4. Site Management and Instructions
4、场地的管理和说明**

Beijing Sailing Center does its best to manage the site or sites at which the Services are performed and the Customer acknowledges that such site is not always exclusively used by Beijing Sailing Center and its Customers. The Customer is therefore required to follow all instructions given by Beijing Sailing Center staff not only while

sailing but also off the water. Customers have to take care of their own personal belongings and no liability is accepted for any loss or damage of such personal belongings. The Customer shall not damage the property of other customers, the Beijing Sailing Center or third parties that may use the sites where Services are performed. The Customer acknowledges that in the event it does not adhere to instructions given by the Beijing Sailing Center or its staff in the form of written rules of conduct or oral instructions, it may at the discretion of the Beijing Sailing Center be removed from the site and further access may be denied. Also it may be held liable for any damage caused to the Beijing Sailing Center its customers or third parties caused by such failure to follow instructions.

北京航海中心尽最大努力负责服务所用场地的管理。顾客知悉,由于该类场地并非供北京航海中心和其他顾客独占使用,因此,顾客应在水面上或非在水面上时遵照北京航海中心的员工的指导。顾客应看管好自身的财物,北京航海中心对顾客自身财物的丢失或损坏不承担任何责任。顾客不应损坏其他顾客、北京航海中心以及其他正在使用场地的第三方的财物。顾客同意,若其不遵守北京航海中心或其员工的书面行为准则或口头指导,该顾客将有可能被北京航海中心从场地驱逐并被禁止以后进入场地。同时,顾客也应根据于其不遵循书面行为准则或口头指导而导致北京航海中心或其顾客或第三人遭受的损失承担责任。

**5. Acknowledgement of Risks
5、风险声明**

The Customer acknowledges that, while all reasonable safety measures are taken by the Beijing Sailing Center, the activity of Sailing bears a certain risk of personal injury to the Customer or his family members or guests or property of the Customer or his family members or guests being damaged or destroyed. The Customer declares to be aware of such risks and that it won't hold the Beijing Sailing Center liable and waives any claims it may have in this regard for any such injury or damage unless it is caused by the intentional or grossly negligent behavior of the Beijing Sailing Center and its staff. The Customer further acknowledges that any sailing activity that is not in the form of a sail training or otherwise under the direct supervision of Beijing Sailing Center staff is undertaken at the sole risk of the Customer and Beijing Sailing Center does not assume any liability for any personal injury or property damage to the Customer caused during such activity and the Customer indemnifies Beijing Sailing Center and its directors and managers against all third party claims arising from such activity.

顾客声明,尽管北京航海中心采取了所有合理的安全措施,但由于航海活动本身具备一定的风险性,其自身或其家人或其客人可能由于航海活动而遭受人身或财产损害。顾客声明其明知该风险的存在,并且损害发生时,除了该损害由北京航海中心或其雇员的故意或重大过失行为造成之外,该顾客不会要求北京航海中心承担责任并放弃寻求该种救济的权利。顾客进一步声明,任何不属于北京航海中心提供的航海培训或在北京航海中心员工监督下的航海活动的风险,由顾客个人全部承担,北京航海中心不对任何在该种航海活动期间产生的个人人身和财产损失承担任何责任。顾客同时声明,若任何第三方由于上述行为而对北京航海中心及其董事、管理人员等的索赔,由顾客进行赔偿。

**6. Safety
6、安全**

Beijing Sailing Center uses trained staff and has safety procedures in place to ensure that the risks involved with the sport of sailing and sail training are reduced to a minimum. It is of upmost importance for the own personal safety of the Customer and others that these safety procedures are observed by the Customer. Safety procedures are distributed and posted at the sites where Services are performed and safety related instructions will from time to time be given to the Customer orally on a case by case basis. Regardless of these procedures the Customer agrees to strictly adhere to the following basic safety procedures:

北京航海中心拥有训练有素的员工并采取了安全保障措施以确保将其举办的航海运动和航海培训的风险降到最低。对顾客和他人的人身安全最重要的一点就是顾客遵守各该安全保障措施。北京航海中心将安全保障措施分发给顾客并张贴在其提供服务的场地。同时,北京航海中心也会酌情逐一将与安全相关的指示以口头方式告知顾客。除了该安全保障措施之外,顾客同意其将严格遵守以下基本的安全程序:

a) At no times shall the Customer engage in any water sports activity without wearing a life-jacket or adequate buoyancy-aid. This includes the activity of launching and recovering boats. Anyone who cannot swim 50m in light clothing or their parents or guardians or Customers making a booking for such persons must notify the Beijing Sailing Center staff of their swimming ability

a)在未配有救生背心或足够的浮具时不得进行水上运动,包括船只的始航和靠岸。任何着装轻便衣着却游泳超过50米的顾客,以及为该类顾客预订服务的该类顾客的父母/监护人,应将其游泳能力情况告知北京航海中心的员工。

b) No minor may engage in sailing activities without wearing a helmet.

b)顾客为未成年人的,未配有头盔时,一律不得进行航海活动。

c) The slipway for launching boats and other facilities and equipment such as boats and trailers are potentially hazardous and upmost care is required when moving on the slipway or handling any equipment. Such facilities are not to be used for other purposes than their designated use and are especially not to be used for any form of games or playing.

c)用于启动船只和其他装备或设施(如船只和拖车)的弯道有潜在的危险,因此当在弯道上运动或操作任何设施时应予以高度注意。弯道及其设施除被用作指定用途外,不得用于其他用途,尤其是比赛或玩耍。

d) The Customer must disclose his or her or if a booking is made for another person that person's previous sailing experience to the Beijing Sailing Center truthfully and the Beijing Sailing Center may demand documentary proof of such experience to be provided and it may refuse to perform a Service if it is not satisfied by the skill level of the Customer or the participant the Customer makes a booking for.

d)顾客须将其自身或其代理预订的个人之前的从事航海活动的经验如实告知向北京航海中心。北京航海中心可以要求顾客提供证明其相关从事航海活动经验的文件。若北京航海中心认为顾客或顾客代理预订的个人技能不足以参见其所举办的航海活动时,其有权拒绝为顾客或顾客代理预订的个人其提供服务。

e) When sailing without supervision of Beijing Sailing Center staff the Customer must carry at all times a mobile phone or two way radio with charged batteries and leave the number or frequency used with Beijing Sailing Center staff when checking out. Communication equipment should be waterproofed.

e)当顾客在没有北京航海中心人员的监督下进行航海活动时,该顾客应随时携带手机或装有充好电电池的对讲机,并须于离开时将手机的号码或对讲机的频率告知北京航海中心的员工。通讯工具应具有防水功能。

f) The Customer must at all times ensure that his or her actions do not put others in danger. The Customer must handle boats under their command in a responsible and seamanlike manner.

f)顾客应随时确保其行为不会使其自己或他人处于危险之中。顾客应尽像一个海员履行对于船只注意义务的方式驾取船只。

g) The Customer must inform the Beijing Sailing Center staff whenever he or she engages in any activities enters or leaves a site where Services are performed and give accurate information about how the Customer can be reached. This includes especially notification of any on the water activities when the Customer is not engaged in sailing activities in the presence of Beijing Sailing Center staff, in which case the Customer has to register before starting such activity and immediately after returning.

g)顾客如需在进行活动时或进入或离开场地时,应通知北京航海中心的员工并提供关于如何联系该顾客的准确的信息,特别是顾客未在北京航海中心的员工在场的情况下从事水上活动时,该顾客必须在活动开始之前以及活动结束后立即向北京航海中心登记。

h) The Customer shall at all times provide accurate information about any ailments or health conditions that may impair his or her ability to take part in any of the activities related to the Services.

h)顾客应随时向北京航海中心提供可能影响其享有北京航海中心提供的服务有关的疾病或其他健康状况。

i) The customer shall ensure that he or she and any guest and family members do not engage in any activity related to the Services under the influence of alcohol or drugs.

i) 顾客应确保其自身及其客人或家人不在摄取酒精饮料或吸食毒品的情况下参与北京航海中心举办的任何活动。

j) The Customer consents to audio-visual media materials featuring the Customer being used by the Beijing Sailing Center.

j) 顾客同意北京航海中心使用含有顾客影像的视听材料。

7. Injuries and Damage 7、 伤害和损失

The Customer shall report any, even minor, injury suffered or caused by the Customer, its guest, family member or minors if it is a guardian of in connection with any Service to the Beijing Sailing Center staff immediately, so that a report can be drawn up and appropriate action can be taken. The same applies for any property damage.

顾客应及时向北京航海中心报告其自身, 客人, 家人或其负有法定监护义务的未成年人受到或造成的任何与北京航海中心员工提供服务相关的人身伤害 (即使是很小的伤害), 以便北京航海中心及时制作报告, 采取适当的措施。该条同样适用财产损失。

8. Minors 8、 未成年人

In the event the Customer is a parent or legal guardian of a minor who is taking part in the Beijing Sailing Center activity related to the Services, the Customer is responsible for providing all the information about the minor regarding the minor's skills and health condition. Further the Customer shall be liable for any damages caused by the minor to the property of the Beijing Sailing Center or any third parties. The Customer agrees that if the minor he or she is booking the Service for misbehaves the minor may be excluded from taking part in any activities and returned to the Customer at its own cost.

若顾客为参加北京航海中心活动的未成年人的父母或监护人时, 其有义务向北京航海中心提供所有关于该未成年人的航海技术及健康状况的信息。同时, 顾客将对未成年人对北京航海中心或第三人造成的损失承担赔偿责任。顾客同时同意, 未成年人行为若有不妥时, 该未成年人有可能被禁止参与活动并自费遣返至顾客处。

9. Special Conditions for Sail Training 9、 航海培训的 特别规定

The Customer of a sail training service acknowledges that the Beijing Sailing Center will issue Beijing Sailing Center qualification certificates. The Customer further acknowledges that he or she or the minor the Customer is the parent or guardian of has no right to successful completion of a sail training and issuance of a Certificate by the Beijing Sailing Center if the curriculum is not completed successfully either because not all parts of the Curriculum are attended or because the skill level presented upon the end of the Curriculum is insufficient.

参加航海培训的顾客同意, 北京航海中心将颁发“北京航海中心资格证书”。顾客进一步同意, 若顾客或顾客的未成年子女或其享有监护权的未成年人由于未能完成培训课程, 无论是未参加所有的培训课程还是其相关技能在培训结束时未能达到相关要求, 其将不能结业并取得由北京航海中心颁发的证书。

10. Special Conditions for Boat Rental 10、 关于船只租赁的特别规定

Boat rentals are charged by the ½ day commencing with the takeover of the boat by the Customer and ending with the return of the boat to the Beijing Sailing Center. ½ day shall mean up to four hours before 13:00 or up to four hours after 13:00. Time exceeding the rental period will be charged in increments of ½ a day. Beijing Sailing Center has the right to demand a deposit and deduct any excess time and any estimated cost for damage to boat or equipment from such deposit.

船只的租金按半天计算, 自顾客接受船只始至顾客将船只归还至北京航海中心止。本《通则》中, “半天”的含义是指下午一(1)点之前的四(4)个小时, 或者下午一(1)点之后的四(4)个小时。超出约定出租时间的租金, 应以半天计算。中心有权收取定金, 并有权将顾客超时租船的租金或其他对船只或设备造成的估计损失从定金中扣除。

The Customer who rents a boat from the Beijing Sailing Center is doing so at its own risk and Beijing Sailing Center shall not be liable for any personal injury or property damage suffered by the Customer the Customers family or guests or third parties

during the use of such boat. The Customer has to examine the boat upon delivery and upon return and report all defects, ensure that he or she has the skills to safely use the boat and independently assess the suitability of the weather conditions while using the boat and return to shore without delay when conditions demand.

从北京航海中心租用船只的顾客应自行承担风险, 北京航海中心对顾客或顾客家人或顾客的客人在租用的船只时遭受到的人身伤害或财产损失不承担任何责任。顾客在接受船只时, 应检测所租用的船只; 在返回船只时, 应向北京航海中心报告所有的故障, 以确保其具有安全使用船只的技能, 并具备在使用船只时独立判断天气状况、在需要的情形下立即将船只返航的能力。

The Customer may only sail the boat on the defined sail area which is inside the harbor and along the beach outside the harbor not extending to the West beyond Xin 'Ao Underwater World, to the East beyond the Tang River and not more than 1km offshore or the area designated on the day of the rental by Beijing Sailing Center staff. If the Customer is forced to leave the boat at the shore he or she shall call Beijing Sailing Center for a pick up and stay with the boat till Beijing Sailing Center staff arrives. Beijing Sailing Center reserves the right to charge for the recovery of boat and crew.

顾客只能在界定的区域内, 即海湾内及海湾外迎着海滩进行航海活动。该区域西至新澳海底世界, 东至汤河且离岸不得超过 1 公里。或者, 顾客在租船当天在北京航海中心的员工指定的区域内进行航海活动。若顾客被迫在岸边下船, 则其应呼叫北京航海中心将其接回。在此期间, 其仍不能远离船只, 直至北京航海中心的人员到达。北京航海中心有权要求顾客对船只和船上所有人员的救援支付费用。The Customer is liable for any damage caused to the boat or other equipment of the Beijing Sailing Center and for any loss of any equipment. The Customer indemnifies the Beijing Sailing Center against any claim brought against the Beijing Sailing Center by any third party in relation to the boat rental. 顾客应对船只和其他设备造成的任何损害以及任何设备的丢失负赔偿责任。顾客对于第三人向北京航海中心关于租赁船只的任何主张予以赔付。

11. Special Conditions for Events 11、 关于举办活动的特别规定

If the Service is an event the Customer shall ensure that these General Terms are adhered to and accepted by any person that he or she is booking the event for, including the parents and guardians of any minors and the Customer shall provide a complete list of the participants he or she books the event for with respective declaration of consent for each participant to be bound by these General Terms. Any person for whom no acceptance of the General Terms is provided will be excluded from participating in the event.

顾客保证, 其参与北京航海中心举办的活动时, 则本《通则》应被预订活动的任何人(包括未成年人的父母或法定监护人)所遵守和承认。顾客同时应提供所有参与活动人员的清单, 并附有各个参与者关于保证遵守并承认本《通则》的声明。不接受本《通则》的任何人员将被禁止参与该项活动。

For Customers taking part in events, Beijing Sailing Center will do its best to ensure that the diet of any minor meets any special requirements or allergies that Beijing Sailing Center has been made aware of in writing in advance.

对于参加活动的顾客, 北京航海中心根据提前被书面告知的信息, 会尽最大的努力保证未成年人的饮食满足未成年人的过敏体质以及其他方面的特殊要求。

Customers who are parents or guardians of minors taking part in events must make Beijing Sailing Center aware of any medical conditions which affect the kids' ability to take part in the sailing.

未成年人的父母或监护人应将任何可能影响未成年人参与活动的健康状况告知北京航海中心。

Parents or guardians of minors consent for a designated staff of Beijing Sailing Center to administer any medication the minor may require which the parent or guardian must deliver to the Beijing Sailing Center before the event, including instructions for administration and Customers who are parents or guardians undertake to inform Beijing Sailing Center immediately of any change in the medical condition or other circumstances of the minor occurring between registration and the start of the event.

未成年人的父母或监护人同意指定北京航海中心的员工, 在需要的情形下, 向未成年人提供药品。父母或其他监护人应在活动之前, 将药品提供给北京航海中心并将该未成年人服药情况的说明告知北京航海中心。未成年人的父

母或监护人承诺, 在未成年人登记参与活动以及活动开始前, 若有任何用药情况变更以及其他情形变更的, 应立即告知北京航海中心。Customers who are parents or guardians agree to Beijing Sailing Center deciding on the minor receiving emergency medical treatment, including anaesthetic and blood transfusion, as considered necessary by the medical authorities present.

未成年人的父母或监护人同意, 北京航海中心有权决定, 在有权医护人员在场并认为有必要的情形下, 对未成年人进行紧急急救包括注射麻醉剂和输血。

Parents acknowledge that Beijing Sailing Center will not be responsible for any fees which are incurred due to personal loss or injury. 父母同意, 则北京航海中心对于人身伤害或财产损失不承担任何责任。

12. Boat Storage 12、 船只的存放

If the Service is the storage of a privately owned boat Beijing Sailing Center will provide a hard-stand and/or indoor winter storage space at the agreed fee. Winter storage may be provided at a location different from the regular site of sailing activities as winter storage space is limited at this site.

对于私人所有的船只的存放, 北京航海中心同意按照约定的费用, 提供停船处和/或冬季室内存放处。由于场地内冬季存船处有限, 冬季存船地点将有可能与进行航海活动的常规场地不同。

If the Customer has booked a launch or recovery of his boat, Beijing Sailing Center will use its best efforts to complete such launch or recovery by the requested dates. Any routine maintenance or winterization of the boat will be charged as agreed between the Customer and Beijing Sailing Center. Beijing Sailing Center shall not be liable for any damage or theft.

若顾客已预订了船只的开动及重新启动服务, 北京航海中心将尽最大努力在顾客要求的日期前完成启动或重启。任何对于船只的常规的维护及冬季的封存的费用将由顾客和北京航海中心约定。北京航海中心不对船只的任何损害和被盜承担责任。

13. Special Conditions for Membership 13、 会员的特别规定

Beijing Sailing Center offers "Membership" under which the Customer can use the facilities operated by Beijing Sailing Center and the boats owned by Beijing Sailing Center on an annual fee basis. Beijing Sailing Center cannot guarantee the use of boats at all times. The Customer agrees to be bound by and acknowledges the right of Beijing Sailing Center to formulate rules for the use of the facilities and boats under the Membership and to update these rules from time to time.

北京航海中心实行会员制, 享有会员资格的顾客将在支付年费的前提下享有使用北京航海中心的设施及船只的权利。北京航海中心不承诺其设施和船只随时可以使用。顾客同意北京航海中心有权对于其在会员制下的设施和船只的使用制定“会员规则”, 并随时更新, 并接受北京航海中心行使其该项权利。

14. Booking Assistance 14、 提供预订协助

Beijing Sailing Center may assist the Customer to book accommodation and transportation in relation to the Customers use of the Services. The Customer acknowledges that Beijing Sailing Center renders such assistance merely for convenience and not as a separate Service. Beijing Sailing Center cannot guarantee bookings and will not be liable in any way if a booking is not successful or if any dispute arises between the Customer and the provider of the accommodation or transportation. The Customer will reimburse Beijing Sailing Center for all expenses it has incurred in relation to such assistance with booking accommodation or transportation.

北京航海中心可以协助顾客预订与北京航海中心提供的服务有关的住宿和交通。顾客同意, 该种预订上的协助仅仅以提供便利为目的, 并非构成由北京航海中心提供的另一项服务。北京航海中心并不承诺预订一定成功, 且对于任何预订的不成功或顾客与住宿或交通的提供方产生的争议不承担任何责任。顾客应向北京航海中心支付与协助预订住宿和交通有关的全部费用。

15. Force Majeure 15、 不可抗力

Beijing Sailing Center shall not be liable for any loss or damage caused to the Customer by any event that it could not reasonably foresee or prevent and which affects it could not remedy by reasonable means ("Force Majeure"). Events of Force Majeure include natural disasters like storm, earthquake, flood, hail, etc., terrorist activities, civil unrest, war, severe economic crisis, government or landlord action, etc. In the event of Force Majeure the performance of any Service shall be suspended to the extent it is affected by the Event of Force Majeure without any liability on part of the Beijing Sailing Center for such suspension.

对于任何由任何一方不能预见、不可避免并不可以通过合理手段予以补救的任何情况(“不可抗力”)所导致的伤害或损失, 北京航海中心不承担任何责任。不可抗力的事件包括自然灾害如暴雨, 地震, 洪水, 冰雹等, 恐怖袭击, 内乱, 战争, 严重经济危机以及政府或北京航海中心的出租人的行为等。若发生不可抗力, 任何服务应依其受不可抗力影响的程度被中止。北京航海中心对该中止不承担任何责任。

16. Severability 16、 可分割性

Should any part of these General Terms or the contract between the Beijing Sailing Center and the Customer be invalid or unenforceable this shall not affect the validity and enforceability of any of the remaining clauses of these General Terms or the contract. Any invalid or unenforceable clause shall be replaced by a valid and enforceable one that achieve the purpose intended with the invalid or unenforceable clause to the greatest extent possible.

如该《通则》或北京航海中心与顾客签订的合同的一部分无效或无法执行, 该无效或无法执行的部分不影响本《通则》或合同其他条款的效力和执行性。该无效或无法执行的条款, 将由有效的、具有可执行并可最大限度地能体现原无效或不可执行条款的意图的条款所替代。

17. Applicable Law and Dispute Resolution 17、 适用法律和争议解决

These General Terms and any contract for Services they apply to shall be subject to the laws and regulations of the People's Republic of China, excluding the laws of the Special Administrative Regions of Hong Kong, Macao and the territory of Taiwan. Any dispute arising from or in connection with any Service shall be settled by amicable negotiations. If such amicable negotiations are not successful within 30 days after the dispute has arisen and notified to one party by the other in writing, each party may take the dispute to trial before the Chinese people's court at the place where the Beijing Sailing Center is registered, excluding the jurisdiction of all other courts that may otherwise hear the case.

本《通则》以及服务合同均适用中华人民共和国法律, 不包括香港特别行政区, 澳门和台湾地区的法律。任何由服务产生的或与服务有关的争议应由双方友好协商解决。争议产生后并在一方方向另一方发出书面通知之日起 30 日内协商不成的, 任何一方可以向北京航海中心所在地的中国的人民法院起诉(不包括其他有管辖权的法院)。

18. Language 18、 语言

These General Terms are made in English and Chinese. Both versions shall equally be authentic. 本通则中英文版本, 两种版本具有相同效力。

19. Explanation of the General Terms 19、 通则的解释

BSC will provide explanation on the General Terms upon the request of the Customers. 北京航海中心将应顾客的要求对通则进行解释与说明。

General Terms and Conditions
of the Beijing Sailing Center
北京航海中心通则
Version 1.2