

Conditions of Participation for the activities of the department International Youth Exchange of Volksbund Deutsche Kriegsgräberfürsorge e. V. (German War Graves Commission).

General Provisions of the Contract

1. Contractual basis

The basis for all attendance is the willingness to help contribute towards understanding and reconciliation between peoples by combining the elements of meeting others, education, leisure and work at war grave sites and memorials. Participants are required to integrate into the community of the work camp or youth exchange.

Accordingly, it is expected that members meet the following requirements:

- a) continually take part in the general communal life of the event;
- b) conduct themselves appropriately by showing understanding for different peoples and by respecting local customs, practices and moral codes (e.g. swimwear);
- c) conduct themselves appropriately when carrying out tasks.

2. Preconditions for attendance

At the time they start their residence, participants of our camps must at least have reached the minimum age as specified in the advertisement and have to be in possession of a valid passport or a valid replacement document.

3. Contributions of participants

The Commission expects participants to help create a community spirit at the camp and to ensure its success by carrying out social tasks, such as kitchen duties and cleaning up, by creation of compulsory events and by attending public events such as receptions, excursions and trips. Within the framework of a work camp, participants are to work 20 hours a week on war graves / war memorials, where they will work as instructed according to their own individual skills and abilities. Kitchen and cleaning work will be taken into account.

4. Attendance by Minors

The Commission, represented by the Camp directors, has a duty to supervise persons below the age of 18 for the duration of their stay at the work camp. This commitment commences at the meeting point (point and time of departure, e.g. bus departure) and ends at the time and destination of their return accordingly. The supervisors responsible for minors have a right and duty to create the living conditions of minors during the stay at the camp in favor of the whole activity. This involves the agreement on fixed rules regarding times when they can go out, times for sleeping, bathing as well as trips and other joint events. In this connection the supervisors responsible assume that participants bring with them an average level of autonomy, e.g. for such activities

as going out at normal times of the day, visits to public events (discos, cinema, theatre, museums), use of public transport / local vicinity. By signing the application, parents and guardians expressly agree that the young person will go out from time to time, alone or accompanied by other participants, without the presence of a camp leader.

5. Free time

Beyond the compulsory programme events, all participants essentially have free time at their disposal. The camp rules will regulate this in more detail.

6. Camp Rules

- a) All participants declare that they are willing to observe the camp rules of the individual camp as organisational rules in the common interest to ensure orderly and peaceful community life.
- b) The following areas in particular are covered by the camp rules:
 - aa) duty to report (e.g. in the event of damage, injury, emergency, accident, etc.)
 - bb) use and allocation of rooms
 - cc) general risk prevention (e.g. making fires, smoking, bathing)
 - dd) times and rules for: quiet hours and sleeping, meals, visits, social tasks, working hours
 - ee) special rules for minors
 - ff) Alcohol and other drugs are not allowed in the camp (apart from amounts of wine and beer as specified by the camp directors!).

Contravention of this will lead to the cancellation of the contract by the Commission in the event of unreasonable behavior.

- c) Camp rules are essentially the responsibility of, and to be enforced by, the camp directors in conjunction with the commission. The interests of the participants are taken into account.

7. Registration and conclusion of the travel agreement

- a) By applying for a trip, the participant or, in the case of under 18s, their parent or guardian, offers to conclude a binding travel agreement with the Commission. This is to be done online and has to be confirmed in writing by the participant.
- b) The travel agreement becomes binding on both parties once the organiser has received the signed confirmation of registration.

c) The responsibilities of both parties are governed solely by the online published specification of services which form the basis of the booking, as well by the other travel documents (registration and confirmation), unless something to the contrary is expressly mentioned.

8. Payment of the fare

a) The amount to be paid for by the participant may be demanded by the Commission only in exchange for the certificate ("security note") required within the meaning of § 651 r section 4 BGB (German Civil Code). This shall be due for payment as agreed in each individual case.

b) Should no agreement be reached, then the contribution by the participant shall fall due when the trip can no longer be cancelled for the reasons cited in 10a) and b) and when the certificate has been delivered to the applicant/participant within the meaning of § 651 r section 4 BGB.

c) Volksbund members receive a discount of € 25 on the registration fee.

9. Cancellation

The participant may cancel the travel agreement at any time before the start date of the trip. The participant must give notice in writing by email to workcamps@volksbund.de or by post that he or she intends to cancel the booked trip. The cancellation comes into effect once the declaration of cancellation has been received by the Commission.

In the event that a participant cancels the agreement, the Commission may demand a reasonable flat rate fee for actions already taken and expenses already paid. This will be applied as follows:

- Up to 35 days before travel 8 % of the travel price
- Between 35 and 22 days before travel 15 % of the travel price
- Between 21 and 15 days before travel 25 % of the travel price
- Between 14 and 7 days before travel 45 % of the travel price
- Between 6 and 1 day before travel 80 % of the travel price
- Not turning up on the day of travel 100 % of the travel price

The Commission and the participant expressly have the right to demonstrate a higher or lower loss.

In order to reduce the damage caused by cancellations we point out that you can take out a travel cancellation insurance. The participant bears all insurance costs.

10. Cancellation and termination by the Commission

a) If the number of participants specified in the travel description is not achieved the Commission is authorized to cancel the trip up to 20 days prior to departure. The fare paid by the participants will then be refunded in full unless any ruling within the meaning of 10 b) applies.

b) In the event of admissible cancellation by the Commission in accordance with point 10 a) participants may request to attend another camp of at least equal value run by the Commission if the Commission is in a position to offer such a trip without any additional expense for the traveller. It is the duty of the participant to make this request without delay as soon as the Commission gives notice of cancellation.

c) Moreover, the Commission may terminate the travel agreement without compliance and without notice if the participant consistently interrupts the implementation of the trip despite appropriate warning and in particular if he or she violates the

camp rules. The same shall apply if someone is in serious breach of the contract.

However, the Commission reserves the right to claim the fare paid. Following termination without notice, the participant is to be asked to leave the camp, after having been given a reasonable time to clear his or her things.

For minors termination without notice is to be reported to the parent or guardian or the representatives specified in the application form. Exclusion from the camp means being sent home. If a minor is sent home care shall always be taken to ensure that he or she is accompanied as far as the German border and that onward travel has been assured (ticket, route, notification of parent or guardian or their representatives). With the agreement of the parent or guardian, accompaniment may be limited to the nearest point of departure (railway station, etc.).

The additional costs incurred for the return journey shall be borne by the ejected participant himself. The Commission must, however, take account of the value of costs saved and those benefits secured by virtue of services not rendered, including services by other agencies and prepayments in respect of the same.

11. Unpreventable extraordinary circumstances and the duty of assistance

If a journey is considerably impaired, put at risk or disrupted by circumstances that were not predictable, unpreventable or extraordinary at the time the contract was concluded, both the Commission and the participant can only terminate the contract before the journey commences in accordance with the regulations applying to cancellation due to unpreventable extraordinary circumstances. The legal consequences are clearly set down in law. The Commission shall in this case refund the fare, but may demand a reasonable fee as compensation for travel services already provided or to be provided. If the participant terminates his journey after commencing it, the Commission is obliged to undertake all measures made necessary by the termination of the contract, in particular to organize the participant's return journey if the contract covers the same. The Commission bears the extra travel costs. The Commission vouchsafes the participant immediate and appropriate assistance according to § 651 q BGB.

12. Insurances

For the duration of the event and stay at the camp, all those travelling (organisers, participants and supervisors) are covered by a worker's compensation and an accident insurance. For trips abroad, additional health insurance is also offered. Under specified conditions, such as in the event of death, serious accident or unexpected serious illness of the insured, the health insurance costs incurred will be borne by the:

Würzburger Versicherungs- AG
Bahnhofstraße 11
97070 Würzburg

Insurance for foreign participants (without residence in Germany) that will be travelling in a third country (not Germany) will be provided by:

HanseMerkur Reiseversicherung AG
20354 Hamburg

Claims will be processed by:

Volksbund Deutsche Kriegsgräberfürsorge e. V.
Bundesgeschäftsstelle
Fachbereich Internationale Jugendbegegnungen
Werner-Hilpert-Str. 2, 34117 Kassel

13. Limits of liability

a) The contractual liability of the Commission for non-bodily injury is limited to three times the travel fee, provided that the injury to the participant has not been caused with gross negligence or intent or if the Commission is responsible for a loss to a participant solely because of the fault of a service provider.

b) If international agreements or legal regulations based on such apply to a travel service to be provided by a service provider in accordance with which a claim to compensation can only be made under certain circumstances or limitations then the Commission may refer the participants to these conditions.

14. Passport, currency, health and customs Regulations

a) Unless something to the contrary is written in our travel descriptions, participants of German nationality only need a German passport on trips to foreign countries. Should changes come into effect once the online call for application has been published then we shall notify participants thereof.

b) Participants who are not of German nationality must point this out specifically when they book a trip to foreign countries since otherwise the Commission carries no liability for disadvantages arising from the failure to observe passport and visa requirements if this is not the result of failure to inform or of misinformation on the part of the Commission.

c) If special health requirements are to be observed they must be entered in the particular travel description. Here, too, the participants will be informed of any changes that occur after the call for application has been published or after the journey has been booked.

15. Duties of the participant in the event of impairments in the services, and lapsing of claims

a) If, in the event of a defect or fault or shortcoming, the participant is guilty of neglecting to notify the Commission of this immediately, then he/she may no longer subsequently make any claim under the provision of the contract on the basis of this fault. Notification must only be made to the local camp directors and, if they are unreachable, to the Commission's headquarters in Kassel. It is not enough to notify individual service providers. The camp directors are not authorised to recognise any claims against the Commission.

b) The participant only has the right to terminate in accordance with Article g 651 I) BGB on account of a shortcoming if he has already set, in vain, a reasonable deadline within which the Association is to provide assistance, if help is impossible or if it is refused by the Commission or if immediate termination of the contract is justified because of a special interest by the participant.

c) All contractual claims based on the travel contract concluded between both parties must be asserted by the participant immediately, at the latest within two weeks after the contractually agreed end of the journey, with the Volksbund Deutsche Kriegsgräberfürsorge e. V., Bundesgeschäftsstelle, Werner-Hilpert-Str. 2, 34117 Kassel. Claims according to § 651 i paragraph 3 BGB lapse within two years of the contractual end of the journey.

16. Legal venue and applicable law

The legal venue for summary proceedings or all disputes arising out of the contract with persons who have no general legal venue in Germany and persons who, once they have concluded

the contract, move their normal place of residence out of Germany or whose registered address or normal place of residence is not known at the time the action is lodged, as well as for executors and passive litigation, is Kassel, the registered office of the Commission.

The interpretation of these conditions of participation, the travel agreement and all claims by the contracting parties among one another shall be governed solely by German law unless something to the contrary is stated in 13 b).

In accordance with Article 14 Paragraph 1 of the ODR regulation, we inform you that the European Commission has provided a platform for online dispute resolution which is available at: <http://ec.europa.eu/consumers/odr>

In accordance with Section 36 of the German Consumer Dispute Resolution Act (VSBG), we inform you that we are not taking part in a dispute resolution before a Consumer arbitration board.

17. General

Should a provision of these conditions of participation be or become ineffective then the effectiveness of all the other conditions shall not be affected thereby. The ineffective provision is to be replaced by one such provision which meets the intended economic purpose as closely as possible.

Volksbund Deutsche Kriegsgräberfürsorge e. V.
Fachbereich Internationale Jugendbegegnungen
34117 Kassel
10.01.2019