

## Terms and conditions of participation for the events of the department of educational work at schools and universities of Volksbund Deutsche Kriegsgräberfürsorge e. V.

### 1. Requirements for participation

At the time of the start of the measure, the Participants in our projects must have proof of legal age and be in possession of a valid passport or ID document or an equivalent valid substitute document.

### 2. Registration and conclusion of travel contract

a) With your registration you recognize the conditions of participation of the Volksbund Deutsche Kriegsgräberfürsorge e. V. (hereinafter referred to as Volksbund). Deviations as well as verbal promises and subsidiary agreements require written confirmation by the Volksbund.

b) By filling out and returning the registration form (by e-mail, online or post), the participant offers a binding offer to conclude the travel contract. When registering, the participant must provide contact details (address, telephone number, e-mail) in order to enable any necessary information at short notice.

The travel contract is only concluded when a booking confirmation is sent by the Volksbund.

### 3. Services, changes to services

a) The participation fee includes the services named in the tender. Services not expressly listed are not included in the participation fee.

b) The services owed by the tour operator result from the travel confirmation and the service description

c) Changes or deviations in essential properties of travel services from the agreed content of the travel contract (e.g. changes in the program schedule, changes in departure times) that became necessary after the conclusion of the contract and that were not foreseeable before or at the time of the conclusion of the contract and that the Volksbund did not contravene trust Beliefs have been brought about are only permitted before the start of the journey, provided that the changes or deviations are not significant and do not affect the overall layout of the journey.

d) The Volksbund is obliged to inform the participants about significant changes or deviations from the service immediately after becoming aware of the reason for the change on a permanent data carrier in a clear, understandable and prominent manner. In the event of a significant change in an essential characteristic of a travel service or a deviation from special requirements, the participant is entitled to either accept the change within a reasonable period of time or to withdraw from the travel contract free of charge or to request participation in a replacement trip if the Volksbund offered such a trip. If the participant does not react to the organizer or does not react within the set deadline, the notified change is considered accepted. The participant must be informed about this in connection with the notification of changes in a clear, understandable and highlighted manner.

e) Any warranty claims remain unaffected insofar as the changed services are defective. If the Volksbund had lower costs for the implementation of the changed trip or replacement trip with the same quality, the participant is to be reimbursed the difference in accordance with Section 651 m (2) BGB.

f) After the conclusion of the contract, the participant is not entitled to changes with regard to the travel date, the travel destination, the place of departure, the accommodation or the type of transport. This does not apply if the rebooking is necessary because the Volksbund has not given the participant any, inadequate or incorrect pre-contractual information according to Art. 250 § 3 EGBGB, in this case the rebooking is possible free of charge.

### 4. Obligations to cooperate

a) For events that involve physical activity, the participant is required to be in good health. As far as the participant is subject to health restrictions, he has to inquire about the possibilities and risks of participation before registering. He / she has to point this out again

to the event manager if necessary. Participation is always at your own risk.

b) Each participant has to take care of their cloakroom and luggage.

### **5. Payment of the travel price**

After conclusion of the contract, a payment in the amount of 100% of the participation fee is due up to 28 days before the start of the journey, provided the security certificate has been handed over and our right of withdrawal for the reason stated in section 7a) is not due more can be exercised.

### **6. Cancellation**

The traveller can withdraw from the contract at any time before the start of the journey. The withdrawal should be made in writing or in text form (e-mail, fax) to the organizer. The receipt of the withdrawal by the organizer is decisive.

In the event that the participant withdraws, the Volksbund can demand an appropriate flat-rate replacement for the arrangements and expenses made.

Cancellation free of charge is possible up to three months before the first arrival.

After that, the following cancellation fees apply to the participant:

a) 20% of the travel price must be paid up to 6 weeks before the first arrival.

b) 50% of the travel price must be paid up to 3 weeks before the first arrival.

In the event of a cancellation less than 3 weeks before the first day of arrival, 100% of the travel price will be charged.

The participant expressly has the right to prove higher or lower damage.

In order to reduce the damage caused by cancellation, we point out the possibility of taking out travel cancellation insurance. The cost of this insurance is borne exclusively by the participant.

The Volksbund reserves the right to demand higher, individually calculated compensation instead of the above-mentioned lump sums, provided that the Volksbund can prove that it incurred significantly higher expenses than the applicable lump sum. In this case, the Volksbund is obliged to specifically quantify and justify the compensation demanded, taking into account the saved expenses and minus what it acquires through other use of the travel service.

As a result of a withdrawal, the Volksbund is obliged to reimburse the travel price immediately, but in any case

within 14 days of receipt of the declaration of withdrawal.

§ 651 e BGB remains unaffected by the above conditions.

### **7. Transfer of contract - replacement travellers**

a) Within a reasonable period of time, in any case if received no later than seven days before the start of the journey in paper form, by email or fax, the traveller can declare that a third party will assume the rights and obligations of the package travel contract instead.

b) The organizer can object to the entry of the third party if the third party does not meet the contractual travel requirements.

c) If a third party enters into the contract, he and the traveller are jointly and severally liable to the organizer for the travel price and the additional costs resulting from the entry of the third party. The tour operator may only request reimbursement of additional costs if and to the extent that these are reasonable and actually incurred.

d) The organizer must prove to the traveller the amount of additional costs incurred by the entry of the third party.

### **11. Cancellation and termination by the Commission**

a) In the event of not achieving the number of Participants stated in the trip description or the pre-contractual information and in the trip confirmation, the Commission is entitled to cancel the event within the statutory period of

- 20 days if the trip is more than six days long
- 7 days if the trip is up to six days long.

The Commission is obliged to inform the Participant immediately following the occurrence of the reason for not providing the trip and to send the notice of cancellation to him. The travel price paid will be refunded to the Participant. If it is already evident at an earlier date that the minimum number of Participants cannot be achieved, the operator will immediately exercise its right to cancel. b) In the event of permitted cancellation by the Commission, in accordance with Point 10 a), the Participant may demand participation in another of the Commission's trips of at least the same value if the Commission is in a position to offer such a trip from its range at no extra cost to the traveller. It is up to the Participant to claim this right from the Commission immediately following cancellation by the latter.

c) In addition, the Commission may terminate the travel contract without notice if the Participant repeatedly disrupts the provision of the trip, in particular by infringement of the camp rules, despite an appropriate

warning. The same applies if someone's behaviour is in serious breach of contract. The Commission is nevertheless entitled to claim the travel price.

Following termination without notice, subject to a reasonable period the participant is to be excluded from the camp.

With minors, termination without notice is to be notified to the guardian or the representatives stated in the registration form. The exclusion from the camp is associated with sending the Participant back. When the Participant is sent back, precaution will always be taken to ensure that the Participant is accompanied to the German border and onward travel has been properly organised (travel ticket, itinerary, notification to the guardians or their representatives). If the guardians consent, the Participant will be accompanied only as far as the nearest departure point (railway station etc.).

The excluded Participant himself bears the cost of return transportation. However, the Commission must take into account the value of costs saved and any benefits derived from alternative use of the services not used, including any reimbursements from the service provider.

## **8. Withdrawal and termination by the VOLKSBUND**

a) If the number of participants specified in the travel description or the pre-contractual information and in the travel confirmation is not achieved, the Volksbund is entitled to cancel the event within the statutory period of

- 20 days for a journey of more than six days
- 7 days for a journey of up to six days
- 48 hours if the journey lasts less than two days

to cancel. The Volksbund is obliged to inform the participant immediately after the precondition for the non-implementation of the trip has occurred and to forward the declaration of cancellation to him. The participant receives the paid travel price back.

If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, the organizer will immediately make use of his right of withdrawal.

b) In the event of a permissible withdrawal by the Volksbund in accordance with Section 8 a), the participant can request participation in another at least equivalent trip of the Volksbund if the Volksbund is able to offer such a trip at no extra cost for the traveler to offer. It is incumbent on the participant to assert this right immediately after the Volksbund has withdrawn.

c) Furthermore, the Volksbund can terminate the travel contract without observing a notice period if the implementation of the journey is permanently disrupted despite a corresponding warning from the participant, in particular if the applicable laws are violated. The same applies if someone behaves to a high degree in breach of the contract. However, the Volksbund retains the right to the travel price.

Following the termination without notice, the participant is to be excluded with a reasonable period of notice.

The excluded participant bears the additional costs for the return transport himself. The Volksbund must, however, offset the value of saved expenses as well as those advantages that are obtained from another use of services not used, including any reimbursements by the service providers.

## **9. Unavoidable, exceptional circumstances and duty to assist**

a) If as a consequence of unavoidable, exceptional circumstances which were unforeseeable at the time of the conclusion of the contract the trip is made considerably more difficult, put at risk or adversely affected, both the Commission and the Participant are entitled before the start of the trip to terminate the contract only in accordance with the terms relating to termination. The legal consequences arise from legislation. In these circumstances, if the Participant terminates the contract after the start of the trip, the Commission is obliged to take the measures necessary as a result of the cancellation of the contract, to transport the Participant back, in particular if the contract includes return transportation. The Commission will bear the additional cost of return transportation.

b) The Commission refers you to the duty to assist per § 651 q BGB, according to which the Participant is to be granted prompt reasonable assistance in the case of § 651 k Para. 4 BGB or for other reasons where he finds himself in difficulties, in particular by the provision of suitable information about health services, local public authorities and consular support, support with establishing remote communications links and support in the search for other travel options. § 651 k Para. 3 BGB is unaffected by this.

## **10. Insurance**

For the duration of the event, all travellers (organisers, Participants and supervisors) are covered by an accident at work and accident insurance policy. With foreign travel, health insurance cover is also offered. In certain circumstances such as death, serious accident or unexpected serious illness of the insured person, the

costs incurred will be reimbursed under the health insurance cover with:

### **11. Limitation of liability**

a) The Commission's contractual liability for damage or loss other than physical injury and which was not the fault of the Commission is limited to three times the travel price.

b) If international treaties or statutory provisions based on such treaties apply to a travel service to be provided by a service provider, according to which any claim for compensation may only be made in certain circumstances or subject to certain restrictions, the Commission may rely on these provisions vis a vis the Participant.

c) The Commission is not liable for service defects, personal injury or damage to property in connection with services that are provided only as third party services (e.g. excursions, exhibitions, transport services) in so far as these services are expressly and so clearly labelled as third party services in the trip description and trip confirmation, stating the identity and address of the agent contractual partner, that it is evident to the Participant that the services are not part of the travel services to be provided by the Commission and were separately selected. §§ 651 b, 651 c, 651 w and 651 y BGB are unaffected by this.

d) The Commission is also liable for damage or loss attributable to breach of the tour operator's duty to inform, declare or organise.

### **12. Passport, currency, health and customs regulations**

a) The Commission will inform the Participant about general passport and visa requirements and sanitary formalities of the destination country including the approximate lead times for obtaining any required visas before the conclusion of the contract and if necessary about any changes up to the start of the trip.

b) The Participant himself is responsible for observing all the regulations important to the provision of the trip. All additional costs, in particular the payment of cancellation charges that arise from not observing these regulations are to be borne by him, except where they are attributable to incorrect information or lack of information from the tour operator for which the latter is to blame.

c) If health-related requirements are to be observed, the statements in the relevant specific trip description are definitive. Here too the Participant will be separately informed in the event of changes to the requirements after publication or after reservation.

d) The Commission is not liable for timely issue and ac-

cess to required visas by the relevant diplomatic mission if the Participant has charged it with obtaining one unless the delay is attributable to the Commission. The Participant must allow a period of about 8 weeks for obtaining visas etc. from the relevant offices.

### **13. Duties of the Participant in the event of the occurrence of problems with services, making claims and limitation period**

a) In the event of the occurrence of problems with services, the Participant is obliged to cooperate within the context of the legislation on avoiding any loss or damage or minimising it. If the trip is provided but is not free from errors, the Participant can demand assistance. If the Participant through his own fault omits to notify the Commission of an error promptly following its occurrence, he can no longer rely at a later date on making any guarantee claims under the travel contract concerning this error. This notification may only be given to the local camp managers and, if they cannot be contacted, the Commission at its German headquarters in Kassel. Notification to individual service providers is not sufficient.

The Commission's camp managers are not entitled to acknowledge any claims against the Commission.

b) If, as the result of a defect of the type described in § 651 i Para. 2 BGB, the trip is adversely affected in a serious manner, the Participant can only terminate the contract per § 651 i BGB if he has granted the Commission in vain a reasonable period to provide assistance, if assistance is impossible or is refused by the Commission or if immediate termination of the contract is justified by the special interests of the Participant.

c) Claims per § 651 i Para. 3 Nos. 2 to 7 BGB must be made by the Participant to Volksbund Deutsche Kriegsgräberfürsorge e. V., Bundesgeschäftsstelle, Sonnenallee 1, 34266 Niestetal. Making a claim on a permanent data storage medium is recommended.

d) Contractual claims lapse after two years. The limitation period commences on the date on which the trip should end according to the contract.

### **14. Jurisdiction, applicable law, consumer's dispute resolution**

The law of the Federal Republic of Germany applies exclusively to this agreement subject to the condition that if the traveller's normal place of residence is abroad, according to Art. 6 Para. 2 of the Rome I Regulation, he/she also enjoys the protection of the mandatory provisions of the law that would be applicable without this clause.

The place of jurisdiction for the warning procedure and for all disputes arising from the travel contract with people who have no general place of jurisdiction in Germany and people who have moved their residence or

usual abode abroad after the conclusion of the contract or whose residence or usual abode at the time that the legal action was commenced is not known and for all registered traders and passive proceedings is Kassel, the location of the Commission's registered office.

The interpretation of these participation terms and conditions, of the travel contract and all claims by the parties to the contract against each other are governed by German law unless another interpretation arises from Point 13. b).

According to Art.14 Para.1 ODR-regulation (Regulation concerning online dispute regulation in consumer matters) we would like to point out that the European Commission has provided a platform for online dispute resolution (ODR platform) which can be found on <http://ec.europa.eu/consumers/odr/>.

In addition, we would like to point out per § 36 VSBG (Consumer Dispute Resolution Act) that we do not participate in any dispute resolution proceedings with a consumer arbitration board. If a consumer dispute resolution were to become mandatory upon the operator after the publication of these travel terms and conditions, the Commission will inform the Participant of this in an appropriate form.

#### **15. Data protection**

The Volksbund stores the data of the participants for the purpose of executing the contract. Those taking part in trips will be informed of future events by post or email, provided they do not object.

#### **16. General**

If a term of these participation terms and conditions is or becomes invalid, this does not affect the validity of any of the other terms. The invalid term is to be replaced by a valid one that as far as possible achieves the commercial purpose envisaged with the invalid term.

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