

## **Terms and Conditions**

Provided that they are effectively agreed, the standard terms and conditions of business constitute part of the package travel contract concluded between the traveller and the travel organiser (RheinFit Sportakademie GmbH) in accordance with the statutory provisions of §§ 651 a to y of the German Civil Code ("BGB") and Articles 20 and 252 of the Introductory Act to the German Civil Code ("EGBGB"). The following standard terms and conditions of business supplement the statutory provisions and fill them out.

### **1 Contract conclusion**

1.1 By registering for a sports camp with RheinFit Sportakademie GmbH, the customer makes a binding offer to enter into a contract.. The offer is made based on the descriptions and additional information from the organiser as available to the customer.

1.2 Agents (for example travel agencies) and service providers (for example accommodation, transportation companies) are not authorized by the organiser to make agreements, give information or make assurances that change the agreed content of the contract, promise more services than those specified in the contract or contradict the camp description.

1.3 Brochures and internet descriptions that are not published by the organiser are not binding on the organiser if they have not been made part of the camp description or service obligations of the organiser by express agreement with the customer.

1.4 Booking can take place verbally or in writing by telephone, fax or electronically (email, internet). If the customer booked electronically, the organiser will confirm receipt of the booking request electronically. This acknowledgement of receipt is not confirmation that the booking is accepted.

1.5 The customer is responsible for all contractual obligations of the participants for whom he/she makes the booking (as well as his/her own) provided that he/she has accepted this responsibility expressly in a separate declaration.

1.6 The contract is made when the customer receives a notification of acceptance from the organiser. The notification of acceptance does not need to be in any special form. Once the contract is concluded, the customer will receive a booking confirmation, as well as all necessary camp information. For bookings made electronically (e-commerce bookings) the following applies to the conclusion of the contract: the contract is only made when the customer receives the organiser's travel confirmation on a durable medium. If the travel confirmation is given immediately by directly displaying the travel confirmation on screen after the "book with obligation to pay" button is activated, the travel contract is concluded when the travel confirmation is displayed.

1.7 Should there be any differences between the details in the booking confirmation and the description on the organiser's homepage, the booking confirmation represents a new offer to the customer, to which the organiser is bound for 10 days. The customer can decline this offer or accept it with payment of the price. The contract will then be concluded on the basis of the new offer in the booking confirmation.

1.8 The customer should note that in the case of all of the abovementioned booking types, no right of withdrawal exists for package travel contracts concluded by way of distance selling on the basis of the statutory provisions of § 312g (2) sentence 1 no. 9 BGB. The statutory rights of cancellation and termination apply.

## **2 Payments**

### **2.1 Payment of the camp price**

#### **a) Camps including overnight accommodation**

The organiser may only demand or accept payments towards the price of the trip before the trip ends if an effective contract insuring customer payments exists and the customer has been given an insurance certificate that clearly, comprehensibly and prominently states the name and contact details of the insurer.

Upon receipt of the booking confirmation and travel insurance certificate required by statute, a deposit of 20% of the total price and any applicable travel cancellation insurance become due for payment by the customer. The deposit and the price for the travel cancellation insurance must be paid within 14 days of receipt of the booking confirmation/invoice to RheinFit Sportakademie GmbH. Provided that the insurance certificate has been given to the customer and the camp can no longer be cancelled on the grounds set out in Clause 9 hereof, the remaining portion of the price must be paid at least 28 days before the camp begins.

#### **b) Day camp without overnight stay**

The total camp fee must be paid to RheinFit Sportakademie GmbH within 14 days of receiving the booking confirmation/invoice..

2.2 If the organiser is willing and able to properly perform the contractual services, has fulfilled its statutory information requirements and the customer is not entitled to any statutory or contractual right to withhold payment and payment is not received within the agreed payment period, the organiser has the right to cancel the contract, after sending a reminder with a deadline for payment. If the contract is cancelled in this case the customer must pay a cancellation fee (in accordance with Clause 4.3).

2.3 If the customer registers for a camp less than 28 days before the start of the camp, payment must be made in full upon receipt of the booking confirmation.

2.4 The camp documents will be sent with the booking confirmation to the customer by email.

## **3 Services / Alterations to services**

3.1 The services owed pursuant to the contract are determined by the specification of services published on the organiser's homepage at the time of booking in conjunction with the information in the organiser's written confirmation.

3.2 After the contract is concluded, alterations to and deviations from key characteristics of the camp services agreed in the contract are only permitted so far as they are necessary, are not made in bad faith by the organiser and do not compromise the overall arrangement of the camp.

3.3 Any guarantee claims will remain unaffected if any altered services are deficient.

3.4 The organiser is bound to inform the customer (in a durable medium and in a clear, comprehensible and prominent manner) of any significant alterations to the services included in the camp and the customer's rights in connection with such alterations immediately after becoming aware of the reason for the change.

3.5 In the event of a significant alteration to a key characteristic of a camp service or a deviation from a particular customer requirement that has become a part of the contract, the customer has the right (within the deadline notified to the customer at the same time as the alteration to the services) either to accept the alteration, or cancel the contract without payment or request participation in an equivalent

camp if the organiser is able to offer one without an additional charge. The customer can choose whether or not to respond to the organiser's notification. If the customer does not respond to the organiser within the set deadline, the alteration notified to the customer is deemed to be accepted. The customer must be informed about this in a clear and comprehensible manner.

#### **4 Cancellation by the customer prior to the start of the camp/cancellation fee:**

4.1 The customer may cancel the camp at any time prior to its commencement. The cancellation should be declared to the organiser at the address below. If the camp was booked through an agent or a travel agency, the customer may cancel the booking through this agent/agency.

RheinFit Sportakademie GmbH  
Metzer Str. 24  
50677 Cologne  
Germany

4.2 The receipt of the cancellation by the organiser is decisive. We recommend providing this on a durable medium to the address of the organiser.

4.3 Should the customer cancel the contract or not take part in the camp, the organiser loses the right to receive the camp fee. Provided that the organiser is not responsible for the cancellation and no exceptional circumstances arise at or in the direct vicinity of the place of destination that have a considerable adverse effect on the implementation of the trip or the transportation of persons to the place of destination, the organiser can demand appropriate compensation (dependent on the relevant price of the camp) for its expenses and camp arrangements made prior to cancellation. The amount of compensation shall be determined by the travel price less the value of the costs spared by the organiser and the amount gained by the organiser through any other utilisation of the travel services. The flat-rate allowances are determined considering the period of time between cancellation and the start of the trip, as well as the expected spared expenses and expected gains from otherwise utilising the travel services. The compensation is based on the time of receipt of the customer's notification of cancellation and is calculated as follows::

|   |                       |
|---|-----------------------|
| Cancellation up to the 42 <sup>nd</sup> day before commencement               | 20% of the total cost |
| From the 41 <sup>st</sup> day to the 28 <sup>th</sup> day before commencement | 30% of the total cost |
| From the 27 <sup>th</sup> day to the 22 <sup>nd</sup> day before commencement | 35% of the total cost |
| From the 21 <sup>st</sup> day to the 15 <sup>th</sup> day before commencement | 45% of the total cost |
| From the 14 <sup>th</sup> day to the 7 <sup>th</sup> day before commencement  | 65% of the total cost |
| From the 6 <sup>th</sup> day to the 2 <sup>nd</sup> day before commencement   | 70% of the total cost |
| 1 day before commencement   | 80% of the total cost |

4.4 In each case, the customer has the right to provide proof that the organiser did not incur any loss or incurred significantly fewer losses than those requested in the flat-rate allowance.

4.5 The organiser reserves the right to demand higher, individually calculated compensation in place of the above flat-rate allowances if the organiser proves that he incurred significantly higher expenses than the applicable flat-rate fee. In this case the organiser is obliged to specify and prove the exact amount of compensation considering the expenses spared and deducting any gains from any other utilisation of the camp services.

4.6 The statutory right of the customer to name a substitute participant by notification made on a durable medium in accordance with § 651 b BGB is not affected by the above conditions.

4.7 We highly recommend booking travel cancellation insurance for camps including overnight accommodation. If the organiser is obliged to refund the travel price due to a cancellation, he must do this immediately and in any event within 14 days of receipt of the notice of cancellation.

## **5 Cancellation due to unavoidable and exceptional circumstances**

In relation to cancellation of the contract due to unavoidable and exceptional circumstances, reference is made to the statutory provisions in the German Civil Code (BGB), which provides as follows:

“§ 651 h (3):

(3) In derogation from paragraph (1) sentence (3), the organiser cannot demand any compensation if unavoidable, exceptional circumstances arise at or in the direct vicinity of the place of destination, which considerably adversely affect the implementation of the package trip or the transportation of people to the place of destination. Circumstances are unavoidable and exceptional within the meaning of this subsection if they are outside the control of the party relying on this provision and the consequences could not have been avoided even if all reasonable precautions had been taken.”

The existence of such circumstances must be examined in the individual case.

## **6 Booking alterations:**

6.1 The customer has no right to make alterations with respect to the camp destination, the date of the camp, the place of departure, the accommodation or the mode of transport. This does not apply if the booking alteration is necessary because the organiser did not provide the customer with any pre-contractual information or provided insufficient or incorrect pre-contractual information under Art. 250 (3) EGBGB; in this case the booking alteration is free of charge.

6.2 Rebooking another available camp shown on the organisers website is possible up to 28 days before commencement. If the customer wishes to rebook (up to 28 days before commencement) the organiser will charge a fee of € 25.. If the customer wishes to rebook later than 28 days before commencement and rebooking is still possible, the organiser may request that the customer completes a new booking and at the same time provides notification of cancellation under the conditions of Clauses 4.3 and 4.4. Any advance payments already received will be credited. This does not apply to booking alterations that only cause insignificant costs.

## **7 Transfer of contract to third parties:**

Up until commencement of the camp, the legal guardians of the participant can demand that the rights and obligations of the contract are assigned to a third party. In the event of such an assignment, the organiser has the right to levy an administration fee of € 25. The notification must be given on a durable medium not later than 7 days prior to the commencement of the trip. The participant is entitled to provide evidence that no or less costs have been incurred. The organiser is entitled to object to the assignment to the third party if the third party does not satisfy the particular requirements of the camp or statutory provisions or official regulations prevent his participation. If the contract is assigned to a third party, he and the participant are jointly and severally liable for the camp price and any additional costs arising from the assignment to the third party. The organiser must prove the amount of additional costs incurred by reason of the assignment to the traveller.

## **8 Unused services:**

If, for reasons attributable to the participant (e.g. premature departure from the camp or other compelling reasons) the participant does not use individual services that the organiser was willing and able to perform in accordance with the contract and which were properly offered by the organiser, the participant has no right to a proportional refund of the camp price if such reasons would not have entitled him to cancel or terminate the contract without charge pursuant to statute. The organiser will endeavour to obtain the reimbursement of any saved expenses from the service provider. This

obligation does not apply if only insignificant expenses are concerned or if statutory or official provisions prevent this.

### **9 Minimum number of participants:**

The organiser may only cancel the contract due to non-attainment of the minimum number of participants described in the camp description or stipulated by a relevant authority if the organiser specified the minimum number of participants and the latest cancellation date in the camp description and the travel confirmation.

Cancellation must be notified to the customers at least 30 days before the date agreed for the start of the camp.

If it becomes apparent at an earlier point in time that the required number of participants will not be attained, the organiser must exercise its right to cancel the camp immediately

If the camp does not take place for this reason, any payments towards the price of the travel package will be returned to the customer immediately and in any event within 14 days of receipt of the notice of cancellation. .

Further claims by the customer are excluded.

### **10 Termination on grounds of behaviour**

10.1 The organiser can terminate the contract without observing a notice period if the traveller continues to disrupt the camp despite having received a warning from the organiser or behaves contrary to the contract to such extent that the immediate rescission of the contract is justified. Serious or repeated infringements of the orders given by the camp leaders can therefore lead to the participant's expulsion from the camp. The resulting additional costs (e.g. in the event that the participant is accompanied home) must be borne by the participant's legal guardians. If the legal guardians cannot be notified immediately, the organiser may also allow immediate collection by the customer.

10.2 For camps abroad (in particular when staying with host families) the organiser expects the customer to respect the laws, lifestyle, and religious customs of the host country. In case of infringement the organiser is allowed, after issuing a warning or in the case of gross misconduct, to exclude the participant from the camp without refunding the price of the camp. The costs of the return journey must be borne by the customer.

10.3 The mode of transport used to bring the participant back home will be decided by the camp leader employed by the organiser in consultation with the legal guardians.

10.4 In case the participant is excluded from further taking part in the camp, the organiser retains the right to the price of the camp, but must offset the value of any expenses saved, as well as any payments obtained by the operator from the utilisation of the unused services by others, including any sums credited to the operator by the service provider.

10.5 Any costs arising from the gross misconduct of the participant (e.g.. criminal offences such as theft, wilful damage, grievous bodily harm, drug use or similar) are charged to the participant.

10.6 Those who wilfully cause damage will be held liable according to the law.

10.7. .This does not apply if the behaviour in breach of contract is caused by a breach of the organiser's obligation to provide information.

### **11 Customer's duties**

11.1 The legal guardians of minors participating in the camp are obligated to inform the participants that it is imperative to follow the camp leader's instructions for the smooth running of the camp and the safety of all children at the camp. In addition, on registering for the camp, the organiser must be informed about any important characteristics of the participant (physical impairments, medication,

non-swimmers or similar). In addition, the legal guardians are responsible for obtaining and ensuring that the participant carries any necessary travel documents (copies of vaccination certificates and similar) Any detriment resulting from the non-observance of this provision are the responsibility of the customer.

11.2 If the health requirements for participation are not met at the beginning of the camp, the organiser may send the participant home without reimbursing the camp costs. The same applies if the prerequisites for camp participation as stated in the camp description are not met (e.g. falsely stated age, insufficient language skills).

#### 11.3 Notice of defects

If the services provided by the organiser are not in accordance with the contract, the customer can demand that this is remedied. However, the participant is obliged to notify the organiser of any defects arising immediately. If the organiser is unable to take remedial action due to a culpable failure to give notice of a defect, the participant cannot assert a right to a reduction of the price pursuant to § 651 m BGB or to compensation pursuant to § 651 n BGB.

#### 11.4 Setting a deadline prior to termination of the contract

If, on the basis of a deficiency described in § 651 i (2) BGB, a customer wishes to cancel the contract pursuant to § 651 l BGB because the deficiency is significant, the customer is first obliged to set a reasonable deadline for the deficiency to be remedied. This provision does not apply in cases where a remedy is not possible or the organiser refuses to remedy the defect or a particular interest of the customer justifies the immediate termination of the contract.

#### 11.5 Duty to provide assistance

With reference to the obligation to provide assistance in accordance with § 651 q BGB, whereby if a guest is in difficulty pursuant to § 651 k (4) BGB or for other reasons, he/she must be provided with immediate appropriate assistance, in particular:

- a) appropriate information about health services, local authorities and consular support
- b) support in obtaining long distance communication connections
- c) support with finding other travel alternatives

This shall not affect § 651 k (3) BGB.

#### 11.6 Camp documentation

The customer must inform the organiser if he has not received the required camp documentation (camp information) within the period advised by the organiser.

### **12 Limitation of Liability**

12.1 Any contractual liability of the organiser for losses that do not constitute loss of life, personal injury or damage to health, is limited to three times the price of the camp, provided that the loss to the participant does not result from grossly negligent or intentional acts and provided that the organiser is solely responsible for a participant's loss due to the fault of a service provider.

This limitation of liability does not affect any further claims pursuant to international agreements or any statutory provisions based thereon.

12.2 The organiser is not liable for disruptions to services, personal injury or damage to property in connection with services that are solely arranged as third party services (e.g. excursions, sporting events, theatre visits) provided that these services were selected separately and expressly and clearly identified as third party services in the camp description and confirmation of booking detailing the contractual partner's identity and address, in such way that the participant can recognize they are not part of the camp services provided by the organiser. §§ 651b, 651 c, 651 w and 651 y BGB are not hereby affected.

12.3 However, the organiser is liable if and to the extent that a loss suffered by the participant was caused by a breach of the organiser's duties to inform, explain and organize.

### **13 Assertion of claims**

13.1 The customer must assert any claims against the organizer under §651 (3) nos. 2 and 4-7 BGB .

13.2 It is recommended that claims are asserted on a durable medium to the following address:

RheinFit Sportakademie GmbH  
Metzer Str. 24  
50677 Cologne  
Germany

13.3 The customer should note in connection with air travel that (according to the legal provisions concerning air transport), lost, damaged or delayed luggage must be notified to the responsible airline by the customer immediately on site via a property irregularity report ("PIR"). Airlines and organisers can refuse to make refunds on the basis of international agreements if the PIR is not completed. In the event of damage to luggage, the PIR must be lodged within 7 days of receipt and in the event of delayed luggage within 21 days of receipt. In addition, the loss, damage or misdirection of luggage must be immediately notified to the organiser, its representative or contact, or the travel agent. This does not relieve the customer of the obligation to lodge the PIR with the airline within the above periods.

13.4 In relation to the law relating to consumer dispute resolution by conciliation, the organiser points out that the organiser does not take part in voluntary conciliation to resolve consumer disputes. If it should become obligatory for the organiser to resolve consumer disputes by conciliation after these terms and conditions of travel are printed, the organiser shall inform the guest in a suitable form. The organiser refers to the European online dispute resolution platform for all travel contracts concluded as electronic legal transactions:  
<http://ec.europa.eu/consumers/odr/>

### **14 Limitation period**

Claims under § 651 j BGB lapse after two years. The limitation period begins on the day on which, according to the provisions of the contract, the trip should end.

### **15 Photos and videos**

15.1 If the customer expressly agreed (e.g. in the course of the booking procedure) to the use of photos and videos of the participant during the camp, the organiser is allowed to use them in the following ways:

#### **a) Unrestricted use**

The organiser is allowed to use photos and videos of the participants taken during the camp for advertising purposes (e.g. organiser's websites, descriptions for co-operating partners, production of advertising materials, etc.) and make them available to third parties for advertising purposes in connection with the camp offered by the organiser. The agreement of the participant may be withdrawn at any time.

#### **b) Images to be made available to camp participants only**

Photos and videos of the participant made during the camp may only be used for publication in a data cloud set up by the organiser that conforms to the GDPR and which may only be accessed by the camp participants.

#### **c) No consent**

No images of the participant are permitted to be used and are not saved on any storage medium.

15.2 Images from the cloud that the participants receive at the end of the camp may only be used privately and are not permitted to be further published or disseminated. Any commercial use or dissemination of these images is also strictly prohibited.

## **16 Transportation of participants**

The legal guardian(s) of the participant authorize(s) the organiser to use his own minibus/car to transport the minor participating in the camp.

The limitation of the organiser's liability under Clause 12 also applies to losses occurring during/in connection with the transportation of the participant in the organiser's minibus/car.

## **17 Passport, visa, customs and health regulations**

17.1 Prior to the conclusion of the contract, the organiser will inform the participant about general passport and visa requirements, as well as any public health authority formalities in the country of destination, including the approximate period required to obtain any necessary visa, and will inform the participant of any changes prior to the start of the trip.

17.2 The participant is responsible for obtaining and carrying the necessary official travel documents, any necessary vaccinations and for observing all customs and currency provisions. Any detriments arising from the non-observance of these provisions (e.g. cancellation costs or additional transportation costs) are the responsibility of the customer, unless it can be proved that the organiser has acted culpably i.e. by providing no, insufficient or false information.

17.3 In the event that the participant has appointed the organiser to obtain any necessary visa, the organiser is not liable for the timely granting or receipt of such visa by the relevant diplomatic authorities unless the organiser has breached its own duties.

## **18 Luggage transport**

A maximum of one suitcase (for travel by bus; airline luggage allowances must be observed) and one piece of hand luggage is permitted per person. During connections, hand luggage and personal items must be looked after by the participants themselves.

Clause 13.5 applies if luggage is damaged or delayed in the event of air travel.

## **19 Place of Jurisdiction**

19.1 The participant/his legal guardian(s) may only file a claim against the organiser in the courts of the organiser's principle place of business.

19.2 The participant's place of residence is decisive for any claims of the organiser against the participant.

19.3 In the case of claims against customers or contractual partners of the organiser, who are merchants, public or private legal entities or persons resident or habitually resident abroad or whose residence or habitual place of residence is unknown at the time of filing a claim, it is agreed that the organiser's principle place of business will be the place of jurisdiction.

## **20 Identity of the relevant airline company**

If the travel contract includes transport by aircraft, the customer will be informed about the identity and name of the airline company providing all air transport services to be performed in the course of the trip. If the identity of the airline company has not yet been determined at the time of the booking, the traveler will be told which airline company or companies are likely to be used and the traveler will be informed immediately once this is certain. If the airline company notified to the traveler should change, the organiser must notify the traveler of the change immediately. The organiser must take all



appropriate steps to ensure that the customer is notified of the change as soon as possible. A list of airline companies with a EU operating ban can be viewed on the following webpage: <http://air-ban.europa.eu>.

## **21 Invalidity of individual provisions**

22.1 The ineffectiveness of individual provisions of the contract and the standard terms and conditions of business upon which the contract is based does not lead to the invalidity of the contract or the standard terms and conditions of business as a whole.

As of January 2019

RheinFit Sportakademie GmbH  
Metzer Str. 24  
50677 Cologne  
Germany

Email: [info@rhein-fit.de](mailto:info@rhein-fit.de)  
Telephone: +49 (0)221 8018282