



## Terms and Conditions Camp Adventure e.K.

*This is an English translation of the original and legally binding German document "Allgemeine Geschäftsbedingungen Camp Adventure e.K.", which can be viewed at [www.campadventure.de/de/faqs/aqb](http://www.campadventure.de/de/faqs/aqb). This translation is for your information only and is not legally binding.*

### **Camp Adventure e.K. is the tour operator for individuals, for camps in Germany, England and Northern Ireland.**

GUARANTEE: All participants are protected in accordance with the legal regulations governing tour operators in Germany. As per §651, any payments made towards the travel price are insured against insolvency by tourVers.

The following terms and conditions of travel apply to package travel contracts, to which the §§ 651a ff BGB regulations relating to travel contracts apply. The provisions, insofar as these have been effectively agreed, become part of the contract formed between the traveler and tour operator. They supplement and complete the legal regulations of §§ 651 a to y BGB and Articles 250 and 252 EGBGB.

### **1. Conclusion of the travel contract**

By registering for travel, the traveler submits a binding offer to conclude the travel agreement. Registrations can be made verbally, by telephone, in writing, by email or by electronic means, such as the internet booking system "Book a Camp". The contract comes into effect once a declaration of acceptance has been received. The tour operator will provide the traveler with a booking confirmation in line with legal requirements in a durable medium, unless the traveler is entitled to a travel confirmation in paper form under Article 250 § 6 Paragraph 1 Clause 2 EGBG. If the registration is made electronically, the contract is concluded once the traveler has received confirmation from the tour operator in a durable medium. If the corresponding travel confirmation is displayed directly after using the "place a binding order" button, the contract comes into effect upon display of this confirmation. The traveler will receive travel documents 2-3 weeks before the start of the trip. Any additional agreements, arrangements and wishes must be confirmed by us in writing, otherwise the services laid out in the contract apply. The traveler is liable for all contractual obligations of travelers that he registers, just as he is for his own, provided that he has assumed this obligation through an explicit and separate declaration. Should the contents of the booking confirmation deviate from the content of the booking, this constitutes a new offer, to which the tour operator is bound for a period of 10 days. The contract takes effect on the basis of this new offer, provided that the tour operator has indicated the changes relating to this new offer and has fulfilled his pre-contractual information duties and that the traveler gives the tour operator express consent, either through explicit declaration or deposit, within the commitment period. Pursuant to the legal regulation § 312 g Para. 2, Clause 1 Nr. 9 BGB and relating to all of the above-mentioned booking types, no right of withdrawal exists for distance contracts after contract conclusion. However, withdrawal from the contract on the basis of § 651 h BGB is possible at any time.

### **2. Terms of payment**

Camp Adventure e.K. shall only request or accept payments towards the travel price before the completion of the trip if the traveler has been provided with a guarantee certificate, stating the name and contact details of the credit institution, in accordance with § 651 r Abs. 4 BGB. A deposit of 50 EUR per participant is due within one week of registration and after the issue of a guarantee certificate. The outstanding balance must be transferred, without specific request, no later than four weeks before the start of the trip, provided that the guarantee certificate has been issued and that the tour operator has not exercised its right of withdrawal on the grounds stated in Point 7. If, even after notification, the specified deposit sum is not paid, or the travel price has not been paid in full, prior to the commencement of the trip, although the tour operator is ready to provide the contractual services, has fulfilled all legal obligations and the client has no legal or contractual right of retention, the tour operator is entitled to withdraw from the travel contract after issuing a reminder with a deadline and to charge cancellation fees to the traveler.



### 3. Services and service modifications

- a) Our services are defined in our service descriptions and general program information found on the website [www.campadventure.de](http://www.campadventure.de) and in the information given in the travel confirmation. Any additional agreements affecting the scope of the contractual services must be confirmed by us in written form.
- b) Luggage will be transported without any additional fee, as long as it does not exceed the norms, here defined as a maximum of 1 suitcase and 1 piece of hand luggage per person.
- c) External services arranged by us as part of the journey are not part of the initial travel contract, as long as these services are clearly marked as such with the identity and address of the contractual partner in the travel information and travel confirmation, such that the traveler can recognize that these are not part of the travel services offered by the tour operator.
- d) Any modifications to and deviations from the essential travel services agreed upon in the travel contract that become necessary after conclusion of the contract and are made in good faith, are permissible as long as the modifications and deviations are not substantial and do not impact the overall arrangement of the booked trip.
- e) The tour operator is obliged to inform the traveler of the reasons for a permissible modification to the essential travel service immediately, clearly, understandably and in a durable medium.
- f) In the event of a substantial change to an essential travel service or a deviation from special provisions stipulated in the contract for a traveler, the traveler is entitled to withdraw from the contract or demand another journey of at least equivalent value by the deadline specified at the same time as the contract change. This only applies if the tour operator is in a position to offer such a trip without any extra cost to the traveler. The traveler is free to decide whether to respond to the communication or not. The traveler is obliged to exercise these rights after being notified of the change. If the traveler does not respond by the specified deadline or at all, the communicated changes will be understood to be accepted.  
Any warranty claims remain unaffected, insofar as the modified services are deficient.

### 4. Customer cancellation

The traveler is advised to communicate cancellation in a durable medium. Should the traveler withdraw from the travel contract before the start of the trip, or should he not begin the trip, the tour operator may claim fair compensation, provided it is not responsible for the withdrawal and that no exceptional circumstances have arisen at the destination or in the immediate vicinity, which have a significant effect on the execution of the trip or the transportation of persons to the destination. The compensation value is based on the travel price less the value of the costs saved by the tour operator and the sum that the tour operator is able to earn through alternative use of its services. The standard rates are based on the time period between the notice of cancellation and the start of the trip, as well as the expected saved expenses and the possible sum resulting from any other use of travel services. Upon receipt of notice of cancellation, compensation is calculated according to a sliding percentage scale, as follows (cancellation costs per person): cancellation up to 60 days before the beginning of the trip – 50 EUR; cancellation up to 31 days before the beginning of the trip – 30% of travel costs, 50 EUR minimum; cancellation up to 14 days before the beginning of the trip – 50% of travel costs, 100 EUR minimum; cancellation up to 1 day before the beginning of the trip – 80% of travel costs, 100 EUR minimum; cancellation on the day of arrival or later – 90% of travel costs. In any event, it is up to the customer to demonstrate that compensation owed to the tour operator is significantly lower than the cancellation fee claimed. The tour operator reserves the right, by way of deviation from the above charges, to claim a higher, individually calculated compensation sum, insofar as it can prove that significantly greater expenses than the relevant flat rate were incurred. In this case, the tour operator is required to calculate and prove these extra costs, taking into account the costs saved by the tour operator and the sum that the tour operator is able to earn through alternative use of the services. Following cancellation, the tour operator is obliged to issue a refund immediately, but in any case within 14 days of receipt of the notice of cancellation. § 651 e BGB remains unaffected by the above conditions. It is recommended that travelers take out cancellation insurance.

### 5. Modifications at the traveler's request

After conclusion of the contract the traveler may not change travel dates, the destination, starting location, accommodation or mode of transport. This does not apply if the change to the booking is necessary because the tour operator provided the traveler due to inadequate or false precontractual information provided by the tour operator, as per Art. 250 § 3 EGBGB. In this case, travel may be rebooked at no extra cost. Should the traveler demand changes or rebooking after conclusion of the contract, up



to 32 days before departure, the tour operator is entitled to charge a processing fee of 20 euros, unless the tour operator demonstrates that higher compensation is due, the sum of which is based on the travel price minus the costs saved by the tour operator and the sum that the tour operator is able to earn through alternative use of its services. Requests to change bookings after this period can only be honored, if at all, by withdrawing from the travel contract and simultaneously reregistering, as per Section 4. This does not apply to requests only resulting in minor additional costs.

#### **6. Disruption by the traveler**

If the traveler continuously disrupts the travel program, despite warnings from the tour operator, or behaves contrary to the contract, such that immediate termination of the contract is justified, the tour operator may cancel the travel contract without notification. This also applies when the traveler does not consider reasonable and well-founded instructions. In such cases, the tour operator is entitled to retain the full travel price, minus the costs saved by the tour operator and the sum that the tour operator is able to earn through alternative use of the unused service, including any sums credited to it by service providers, so the daily rate can be reduced by 20% as a result of savings made by services not provided. Compensation claims remain unaffected. This shall not apply if such behavior contrary to the terms of the contract is a result of a breach of information duties on the part of the tour operator.

#### **7. Minimum number of participants**

If the number of participants registered for our holiday camps our transfer services is less than 10-60 participants (depending on the trip), the tour operator may withdraw from the travel contract up to 6 weeks before the start of the trip. The tour operator must have stated the minimum number of participants for the relevant trip and the latest date by which the traveler must be informed of cancellation in the travel information and must also have clearly stated the minimum number of participants and the latest possible date of withdrawal in the travel confirmation. If it is evident at an earlier stage that the minimum number of participants will not be reached, the tour operator is obliged to inform the traveler immediately. If the trip does not take place for this reason, the tour operator is obliged to issue a refund of any payments made on the travel price immediately and in any case within 14 days of notice of withdrawal.

#### **8. Warranty and remedy**

Should services not be rendered according to the contract, the traveler is entitled to claim legal warranty rights for a reduction in the trip price, according to § 651 m BGB, provided that the traveler has not failed in his contractual duties to report any faults to the tour operator which may have occurred during the provision of services. In the event of a defect during the tour, the traveler can only remedy the defect himself or, in the case of a considerable defect, as described in § 651 i Abs. 2 BGB, cancel the trip, according to § 651 l BGB, as long as the tour operator has been given an adequate time to remedy the defect. A deadline need not be defined if remedial action is impossible or rejected by the tour operator or if immediate remedial action or termination is justified due to particular interests of the client. The traveler is obliged to inform the tour operator of any defect immediately and on the spot. Defects should be reported to the tour manager of the tour operator, to the contact person at the contact address or the tour operator directly. Should a representative of the tour operator not be available or contractually obliged, the tour operator must be informed of any defects relating to the trip at the following address: Camp Adventure e.K., Stresemannstr. 52, 22769 Hamburg. It is recommended that such notifications are made in a durable medium. In accordance with § 651 j BGB, claims shall lapse two years after the final day of the trip, as defined by the contract. We refer to the mutual assistance clause under § 651 q BGB, according to which the traveler is entitled to adequate assistance, notably through the provision of appropriate information concerning healthcare services, local authorities and consular assistance, as well as support in establishing communication links and in the search for other travel options, without delay in the event of § 651 k Para. 4 BGB or if the traveler faces difficulties for other reasons. § 651 k Para. 3 BGB remains unaffected.

#### **9. Traveler's duty of cooperation**

The passenger is obliged to cooperate within the framework of legal regulations and to avoid or minimize potential damages. In the case of travel involving minors, it is the person with the supervisory role and not the tour operator, who is liable for any damages that arise. A violation of regulations may result in exclusion from the trip, as stipulated in Point 6 "Disruption by the



traveler". Destruction, loss, damage or delay of baggage must be communicated to the transport company immediately. The transport company is required to issue written confirmation. In the case of no notification, there is a danger of losing the right to claims. The tour operator recommends that damage or delay in delivery when travelling by air is urgently and immediately reported to the relevant airline on the spot by means of a property irregularity report (P.I.R.). As a rule, airlines refuse to provide compensation if a property irregularity report has not been completed. The property irregularity report must be submitted within 7 days for lost luggage and within 21 days of delivery of delayed luggage. Otherwise, loss, damage or misdirection of baggage must be reported to the tour operator or to the local representative of the operator. This does not release the traveler from providing the airline with a property irregularity report within the above-mentioned periods.

#### **10. Limitation of liability**

The tour operator's contractual liability for damages, not including damage to the body, nor damage caused by the negligence of the tour operator, is limited to three times the tour price. Any claims under international agreements or on legal regulations based on these remain unaffected by this limitation. We are not liable for service disruptions, personal injury or property damage in connection with third party services that are explicitly designated as such in the travel description and travel confirmation, where the name and address of the contract partner are given, in such a way that the traveler can clearly recognize that these are not an integral part of the travel services offered by the tour operator and that these are chosen separately. This applies in particular to additional programs over the course of the trip. §§ 651 b, 651 c, 651 w und 651 y remain unaffected. The tour operator is however liable if and insofar as the traveler suffers damages as a result of the failure of the tour operator to fulfill its information, clarification and organization obligations.

#### **11. Passport, visa and health requirements**

The tour operator will inform the customer of any important changes to the general regulations contained in the travel announcement before the start of the trip. Before conclusion of the contract, the tour operator will inform the traveler of visa requirements and health formalities applicable to the destination country, including approximate periods for obtaining the necessary visa and will inform the traveler of any changes to these before the start of the trip. The tour operator shall not be liable for the timely issue and acquisition of necessary visas from the relevant diplomatic representation, if the traveler has charged the tour operator with the procurement of visas, unless the tour operator neglected its duties or is responsible for the delay. The traveler is responsible for compliance with all regulations important for the operation of the tour. The traveler is responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and for adhering to customs and foreign exchange regulations. Any disadvantages arising from failure to comply with these regulations, including but not limited to the payment of cancellation fees, shall be at the traveler's cost. This does not apply if the tour operator has not provided information, or if the information provided proves to be insufficient or false.

#### **12. Data protection**

The protection of clients' privacy and personal data is very important to Camp Adventure. Camp Adventure collects and processes data according to legal regulations. Personal data is only stored when necessary for the performance of booked services or to comply with legal regulations.

#### **13. Place of jurisdiction**

The entire legal and contractual relationship between the travel operator and travelers with no general place of residence or registered office in Germany shall be governed exclusively by German law, on the proviso that, should the traveler have a general place of residence in another country in accordance with Art. 6 Para. 2 of the Rome I Regulation, they are also protected by any mandatory rules of law in that country, which would not otherwise apply. The traveler can take legal action against the tour operator only at its registered office. Should the travel operator take legal action against the traveler, the domicile of the traveler is decisive, unless action is directed against registered traders or persons who have changed their residence or customary place of abode to a foreign country or whose residence or customary place of abode is not known at the time when legal action is brought. In such cases, the registered office of the tour operator is decisive. With respect to the law concerning consumer dispute resolution, the tour operator advises that it will not take part in any voluntary dispute settlement. Should the tour operator be



obliged to take part in a dispute settlement after the printing of these travel conditions, the tour operator will inform the traveler of this in appropriate form. In relation to all travel contracts concluded electronically, the tour operator refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> hin.

#### **14. Identity of the operating airline**

Should the travel contract include transport by plane, the traveler will be informed of the identity and name(s) of the operating airline(s) providing all air transport services as part of the booked trip. Should the identity of the airline(s) be undetermined at the time of booking, the tour operator will inform the traveler of the airline or airlines that are most likely to operate the flight or flights and will inform the traveler immediately, as soon as this is determined. The tour operator must inform the traveler immediately if the airline is changed. The tour operator must take all appropriate steps to ensure that the customer is informed of the change as quickly as possible. The list of airlines on the EU blacklist can be found here: <http://air-ban.europa.eu>.

#### **15. Invalidity of individual terms**

The invalidity of individual terms does not render other conditions or the contract as a whole invalid.

#### **16. VAT Exemption**

In accordance with § 4 Nr. 23 UstG, Camp Adventure e.K. is exempt from sales tax for all child and youth travel.

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