

General terms and conditions of adebar GmbH

1. Organiser

The organiser is adebar GmbH, Jagdhaus 7b, 18375 Wieck/Darß, Germany. Please read carefully the following event and payment conditions governing the legal relationship between you and us. With your signature or the signature of your legal representative, these event conditions are recognised in full, also for the participants registered by you, and are thus part of the contract.

2. Passport, visa, health and other regulations

In the case of day trips to neighbouring countries or tours at a location abroad, please comply with the country-specific passport, visa and health regulations. The customer is responsible for compliance with the customs and foreign exchange regulations of the countries visited.

3. Bookings | Confirmation | Payment

In principle, bookings are to be directed in writing by letter, scan or fax to adebar GmbH, Jagdhaus 7b, 18375 Wieck, Germany. A person conducting a booking also books on behalf of all other participants named in the booking, for whose contractual obligation the person conducting the booking is responsible as for his or her own obligations, provided he/she has assumed a separate obligation to this effect by means of an explicit or implicit declaration. The customer receives a written order confirmation immediately after the contract has been signed. If the content of the confirmation diverges from the content of the contract, this constitutes a new offer by adebar GmbH which binds adebar GmbH for a period of 10 days. The contract become effective on the basis of this new offer if the contract partner declares his/her acceptance within the offer's period of validity. 60% of the contract amount is due upon conclusion of the contract. The balance is due at the latest 6 weeks prior to the event. Variable costs are due after the event, 8 days after invoicing.

4. Services | Prices

Which services have been contractually agreed is indicated in the descriptions of services in the respective specific offer and the information referring to these in the calculation. The information contained in the offer and calculation are binding on adebar GmbH. However, adebar GmbH reserves the right to declare modifications to the information stated in the offer resulting from materially justified, significant and unforeseeable reasons prior to concluding the contract; of course, the customer will be informed of such modifications before booking.

Our prices are gross prices. We are subject to the special scheme for travel agents in accordance with Articles 306-310 of Council Directive 2006/112/EC (VAT Directive). Under this scheme, no input tax is deductible from the prices of our contracted service providers. In accordance with Section 25 of the Turnover Tax Act (Umsatzsteuergesetz, UStG), our prices, too, are only subject to input tax to a limited extent

In such case as services are amended/supplemented/delayed/extended, these costs will be adjusted or recalculated.

As of the third version, we reserve the right to recalculate the cost of preparing an offer and/or graphic layout, depending on the amount of work involved.

We will be happy to research and arrange a suitable restaurant location for your lunch and/or dinner. Please take into account that we charge a handling fee of 15% of the net total cost of F&B for the work involved. The costs of food and beverages can only be precisely determined after selection.

Any changes in the services and/or number of participants lead to a recalculation of the offer /contract price and do not automatically lead to a price reduction. Such changes may mean, for example, that individual services cannot be booked on the same terms. A separate calculation has to be made.

GEMA Society for Musical Performing and Mechanical Reproduction Rights and the costs of the Artists' Social Security Fund (Künstlersozialkasse - KSK) are calculated by adebar on the basis of the services for which a firm booking has been made and the parameters of your event, and are included in the final invoice.

Costs arising to the adebar team and booked service partners for travel to and from the venue, accommodation and meals are to be borne by the customer and will be included in the final invoice.

adebar GmbH holds the rights to photographs. Photographs may not be used commercially and may not be forwarded to third parties without consultation unless other agreements have been made. Please note that the photographs in presentations and offers are sample images.

5. Location | Furniture | Decoration

Approval of the rented furniture/decoration takes place immediately after it has been set up. Notifications of defects may not be made at a later time.

In such case as no approval takes place, the decoration/rented furniture/location are deemed to have been approved without objection. Any damage to or loss of the materials provided by adebar must be made good by the customer.

The venue/place of delivery must be freely accessible; any waiting times will be invoiced on the basis of a recalculation.

In principle, the articles provided are not weatherproof. When used outdoors, damage may result, e.g. from dampness. We must charge you any resulting costs. Please discuss the equipment for outdoor events with us.

In order to ensure the smooth assembly and dismantling of the event in line with your requirements, the location must be freely accessible to staff. If distances have to be covered by goods lift and/or stairs, we will require the exact measurements of the lifts in advance (width/height of entrance and internal measurements). The sole and unrestricted use of these lifts is to be ensured and waiting times avoided.

6. Ship rental

We recommend that you take out cancellation-of-events insurance.

Unfavourable weather conditions, shipping accidents or circumstances which might endanger the safety of crew and ship could cause the captain to change both cruise destinations and ports of embarkation and disembarkation, to interrupt the cruise, to undertake repairs, to return early or to postpone until suitable the times of setting sail or sailing into harbour. In such cases, the costs are not reimbursed.

Top priority is assigned to the safety of people and material in the implementation of events. In such case as implementation cannot be guaranteed due to force majeure or due to external circumstances for which adebar GmbH is not responsible (storms of wind speed 6 or more on the Beaufort scale, floods, failure of a ship to operate, mechanical failure etc.),

the organiser will make efforts to arrange an alternative event in consultation with the customer. A reimbursement of the total amount will not be made.

The participants are covered by third-party passenger insurance, whereby each participant is responsible for his or her own actions and safety on board.

Compensation is to be paid by the customer for any damage sustained on board on account of the customer's actions.

7. Service and price changes

Modifications to individual services or deviations of individual services from the agreed content of the contract that become necessary after concluding the contract and that are not caused by adebar GmbH in bad faith are only permitted to the extent that such modifications or deviations are not substantial and do not impair the overall character of the booked event.

Possible warranty claims remain unaffected insofar as the modified services are deficient. adebar GmbH is obliged to inform customers of modifications or deviations to services without delay. Where appropriate, adebar GmbH will offer the customer a rebooking free of charge or cancellation free of charge.

adebar GmbH reserves the right to modify the advertised prices confirmed with the booking in case of an increase in transport costs or taxes for particular services, such as port or airport fees, or a change in the exchange rates applying to the event in question to the extent that the increase in transport costs or the taxes for particular services per person or per seat has an effect on the contract price provided that there is a period of more than 4 months between concluding the contract, confirmation of the order by the customer and the agreed date of the event. In the case of a contractual amendment to the contract price or an amendment to a major travel service, adebar GmbH must inform the customer without delay, and at the latest at the beginning of the event. Price increases after this time are not permissible.

8. Failure to provide service | Force majeure

If we are unable to provide the service, in whole or in part, due to force majeure, war, civil unrest, terrorist attacks or other objectively unavoidable circumstances for which we are not responsible, particularly due to restrictions under the Protection against Infection Act (Infektionsschutzgesetz) or general decrees under federal, Land or municipal law, pandemics, epidemics or natural disasters, or if the service is postponed by mutual agreement on account of such a circumstance, we have a claim to the remuneration for the parts of the service provided in accordance with section 4. There is no reciprocal liability for other damages.

The services provided are to be invoiced in accordance with the contract prices, and the costs already incurred to us and contained in the contract prices of the part of the service not yet provided are also to be reimbursed. In such case as the services are postponed by mutual agreement, any payment made will be credited as a down-payment on the contract price.

9. Pandemic situation

We refer to the uncertainties of the current pandemic of COVID-19 infections. It is unclear how long the restrictions will continue to apply. In addition, the authorities may impose new restrictions at any time, which may endanger or make impossible implementation of the event/provision of the service.

If we are unable to implement the event/provide the service in whole or in part due to new official instructions, section 8 applies accordingly.

10. Withdrawal by the customer

The contract partner may withdraw from the contract before the beginning of the event. For organisational reasons, notification of withdrawal must always be given in writing. The relevant time is the time of receipt of the notification of withdrawal by adebar GmbH. If the customer withdraws from the contract or does not appear at the event, adebar GmbH may demand compensation for the preparations made for the event and for its expenses. Saved expenses and possible other uses of the event services are, as a rule, to be taken into account in calculating the compensation. The compensation adebar GmbH may claim is based on the time of withdrawal before the beginning of the event and is set at the following fixed-rate proportions of the contract price:

Cancellation fees:

- up to 12 weeks before the event: 30% of the contract price
- up to 10 weeks before the event: 40% of the contract price
- up to 8 weeks before the event: 50% of the contract price
- up to 6 weeks before the event: 70% of the contract price
- up to 4 weeks before the event: 80 % of the contract price
- up to 2 weeks before the event 90 % of the contract price
- from the 13th day before the event: 100% of the contract price

The customer is entitled to prove that adebar GmbH did not suffer any loss at all or that a significantly smaller loss has been incurred than the fixed rate adebar GmbH demands.

adebar GmbH reserves the right to demand a specific amount of compensation exceeding the fixed rates set out above, provided adebar GmbH proves that the actual expenses incurred by it are significantly higher than the relevant applicable fixed rates. In such a case, adebar GmbH is obliged to set out specific details relating to the compensation claimed and to provide documentary evidence, taking into account the saved expenses and any other use of the travel service.

11. Hotel services

In deviation from adebar GmbH's cancellation conditions, the following separate conditions apply to hotel services; these are specified in the event contract.

12. Postponement of the service/event

Postponement of an event requires the written agreement of the contract partners. If increased prices apply to the new date of the event, adebar GmbH has a right to adjust the price. If the customer withdraws from the postponed event/service at a later date, the cancellation deadlines that have expired at the time of the written notification of withdrawal apply in accordance with section 10.

13. Termination of contract by adebar GmbH

adebar GmbH may terminate an event contract without notice before or after the beginning of the event if, in contravention of a warning from adebar GmbH, the contract partner causes a sustained hindrance to the implementation of the event or behaves in a manner contrary to the contract to such an extent that immediate termination of the contract is justified.

If adebar GmbH terminates the contract, it retains the right to the contract price; however, it must deduct the value of any saved expenses and any benefits arising from putting unused services to a different use.

14. Liability of adebar GmbH

adebar GmbH is liable for damages resulting from injury to life, body or health due to negligent breach of obligation by the user or intentional or negligent breach of obligation by a legal representative or a person used to perform an obligation of the user, and for other damage arising from a grossly negligent breach of obligation by the user or from an intentional or grossly negligent breach of obligation by a legal representative of the user or a person used to perform an obligation of the user.

In case of the ordinary negligent breach of a key contractual obligation, liability is limited to direct other damage (property damage or pecuniary loss) which is reasonably foreseeable in connection with contracts of this type. In all other cases, liability is excluded. This also applies to damages or failure to provide services occurring in cases of force majeure.

15. Baggage handling

A normal amount of baggage is transported, which means one suitcase and one piece of hand baggage per person. Deviations from this require the prior written agreement of adebar GmbH. Baggage and any other items taken along, in particular valuables, are to be supervised by participants themselves when changing vehicles. Liability by adebar GmbH for any items taken along by travellers, in particular valuables, is excluded.

16. Obligation to cooperate

In case of any deficiencies, contract partners are obliged to communicate their complaints to adebar GmbH without delay. The notice of deficiencies to be given by the contract partner is received by the adebar GmbH crew. The written form is recommended. If the participant cannot reach the adebar GmbH crew, he or she must contact directly adebar GmbH, Jagdhaus 7b, 18375 Wieck/Darß, Tel.: 038233/62517, fax 038233/62519. In case of any disruptions to services, the contract partner is also obliged to cooperate within the scope of the statutory obligation to avoid or minimise damage. Before terminating the event contract, the contract partner must set adebar GmbH a reasonable deadline to provide a remedy unless such remedy is impossible or the immediate termination of the contract is justified by a special interest of the contract partner.

17. Exclusion of claims/limitation

Claims by travellers under sections 651 c-f of the German Civil Code (Bürgerliches Gesetzbuch, BGB) resulting from injury to life, body or health due to intentional or negligent breach of obligation by adebar GmbH or a legal representative or the persons it uses to perform an obligation become statute-barred in two years. This also applies to claims for compensation for other damage based on an intentional or negligent breach of obligation by the travel organiser or a legal representative or person used to perform an obligation of the travel organiser.

All other claims under sections 651 c-f of the German Civil Code become statute-barred in one year.

18. Travel cancellation insurance

adebar GmbH expressly informs the contract partner of the possibility of concluding travel cancellation insurance and/or an insurance policy to cover the cost of repatriation in the event of accident or illness.

19. Severability clause

Should it transpire that one or more of the conditions of the contract concluded or of these terms and conditions are or become ineffective, invalid or unenforceable, the contract and the other conditions remain effective in all other respects. Insofar as these terms and conditions are incomplete or are or become ineffective, in whole or in part, the statutory provisions apply.

20. Applicable law and place of jurisdiction

The contractual relationship between the customer and adebar GmbH is governed exclusively by German law. This also applies to the entire legal relationship.

Insofar as German law is not applied in legal actions on the merits taken abroad against adebar GmbH by the customer for the liability of the tour operator, German law applies exclusively with regard to the legal consequences, particularly regarding the type, scope and amount of the customer's claims.

The place of jurisdiction for all legal disputes is the headquarters of adebar GmbH

The above provisions concerning the applicable law and place of jurisdiction do not apply

- a) if and insofar as contractually non-mandatory provisions of international agreements applicable to the travel contract between the customer and adebar GmbH have a more favourable outcome for the customer or
- b) if and insofar as non-mandatory provisions in the EU Member State of which the customer is a national, which are applicable to the travel contract, are more favourable for the customer than the provisions in these travel conditions or the applicable German provisions.

21. Consumer dispute resolution

We are neither obliged nor willing to participate in dispute resolution proceedings before a general consumer conciliation body within the meaning of the Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG). The consumer conciliation body would be the General Conciliation Body of the Centre for Conciliation (Universalschlichtungsstelle des Zentrums für Schlichtung e.V.) Straßburger Straße 8, 77694 Kehl am Rhein (<https://www.verbraucher-schlichter.de>). We refer to the European Commission's Online Dispute Resolution website. It can be accessed at www.ec.europa.eu/consumers/odr.

Wieck am Darß, 10 June 2020