



# TERMS & CONDITIONS

Terms and conditions of KOMM MIT gemeinnützige Gesellschaft für internationale Jugend-, Sport- und Kulturbegegnungen mbH



Offizieller Kooperationspartner des DFB im Bereich der Jugendförderung



Official partner of the German Football Association for youth development

## 1. Booking

Your signature on the booking-form confirms your acceptance of the Terms and Conditions for and on behalf of all the members of your party and the person who signs the booking-form accepts responsibility for payment for all the persons in the group and is responsible for keeping all party members informed as to booking details. On receipt, we will send you a confirmation invoice.

## 2. Payment

With your registration you have to make a down-payment in the amount of Euro 630,00 per team (Euro 130,00 registration fee per team and Euro 500,00 down-payment). The balance of the tournament price less the down-payment already received must be paid no later than six weeks prior to the departure date for all tours. All bookings made within six weeks of departure must be paid in full at the time of booking. If you do not pay the full cost by four weeks prior to the departure date we reserve the right to treat your booking as a cancellation and the cancellation charges below will apply. 14 days before the departure date and after receipt of the full balance from you, we will send you your itinerary and details of the journey.

## 3. Prices

We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price-increases or price-decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, toll, etc.) or dues, taxes (increase of VAT) or fees payable for other services. If any surcharge is greater than 10% of the cost of your tour, you will be entitled to cancel your booking and receive a full refund or alternatively purchase another tour from us as referred to in clause 5 "Changes and Cancellations by us". You have 7 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Please note, changes and errors occasionally occur. You must check the price of your chosen tour when you get the invoice/confirmation.

## 4. Variation/Cancellation by you

If you wish to cancel the arrangements for any group member or for the whole group, you may do so at any time. You must do this in writing and the date of cancellation is the date on which the cancellation is received at our offices. The cancellation charge is shown as a percentage; this is calculated on the basis of the total cost payable by the person(s) cancelling.  
Over 90 days prior to departure: Euro 25, 00 fee per person, within 30 to 90 days of departure: 40% of tour cost per person, within 10 to 30 days of departure: 60% of tour cost per person, within 10 days prior to departure: 90% of tour cost per person, in default of appearance (no-show): 100 % of tour cost per person.  
Within 30 days prior to departure we reserve the right to calculate an extra fee of Euro 25,00 for every changing which will be made by you (e.g., change of quality of accommodation, change of number of persons (more), etc.).

## 5. Variation/Cancellation by us

We are occasionally forced to make changes to your tour and reserve the right to do so. Most changes will be minor. A significant change is one which materially alters your tour and would include, for example, a change of quality of accommodation. If a significant change is to be made, we will endeavour to inform you as soon as is reasonably practicable if there is time before your departure. In the event of a significant change occurring within four weeks of your departure date, we will, if possible, offer alternative arrangements or, if these are not acceptable to you or your party, make a full refund to you. Where we offer alternative accommodation, we will endeavour to provide alternative accommodation in the same area as your original tour. If the standard of accommodation is lower than the accommodation originally booked, we will refund the difference in the brochure price. If the standard of accommodation is higher, you must pay the difference. In the unlikely event that due to circumstances beyond our control your teams play teams of a different age group and standard, we are not responsible. If, after departure, we are unable to provide a significant proportion of the services we have agreed to provide as part of your tour, we will do our very best to make suitable alternative arrangements. We may make minor changes at any time and although we will, if possible, advise you of any such change before your departure, we are not obliged to do so or to pay compensation or offer you the options set out above.

## 6. Accommodation preferences

Accommodation will be allocated wherever possible, on the basis of the preferences expressed on the booking-form but your precise allocation cannot be guaranteed and we reserve the right to substitute alternatives.

## 7. Insufficient Numbers

Insufficient numbers is the situation in which the minimum number of bookings required to run a tour or provide a tournament is not met. All tournaments are dependent on a minimum number of teams entering and the decision to cancel a tournament because of insufficient numbers may be made by the organisers just before the scheduled date of the event. Should a particular tournament not take place for this reason another suitable tournament (if available) will be offered to your group or friendly matches will be arranged instead.

## 8. Force Majeure

We do not accept liability for any loss, damage or expense arising from a change or cancellation to your tour which occurs as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided with all due care. Such events would include, for example, war, threat of war, riot, terrorist activity, natural or nuclear disaster, technical problems with transport, fire or adverse weather conditions, (decisions of the Football Associations and overseas) or other similar events beyond our control. We do not accept responsibility for you or your party if you contravene any law or regulation of any of the countries visited during your tour.

## 9. Losses and damage

You agree to indemnify us for all losses and/or damage suffered by us and/or our agents and/or our sub-contractors arising from any act or default on your part or the part of any group member.

## 10. Liability

1. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 8 above.

2. Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities, which your hotel, coach operator or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

3. The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred

- will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of your home country which possibly would have applied if those services had been provided in your home country. The exception to this is where the claim or complaint concerns the absence of a safety feature, which might lead a reasonable holidaymaker to refuse to take the tour in question.

4. As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is Euro 2000,00 per person affected unless a lower limitation applies to your claim under this clause or clause 10.6. below. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 10.6. below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

5. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money, which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

6. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our acceptance, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

7. You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 13 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person

concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us if our insurers or we want to enforce any rights, which are transferred.

## 11. Description accuracy

All information in our descriptions are, to the best of our knowledge and belief, correct at time of publication but we reserve the right to change any of the prices, services, or other particulars at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such contract. The prices and booking conditions contained herein supersede all previous editions. These in turn may be superseded by subsequent editions.

## 12. Suppliers conditions/sporting events

We do not own the accommodation, coaches, ferries, sports grounds (whom are referred by suppliers) or other elements of your tour, which make up the package. All our suppliers have their own booking conditions, which are available on request. Their conditions or conditions of carriage must be accepted by you as part of the contract. You should note that such conditions might include clauses excluding or limiting liability for injury, loss or damage to people and property.

## 13. Complaints

In the event that you are not satisfied, you must inform without delay our local representative or agent of the nature of your dissatisfaction so that they have the opportunity to put it right. You must also inform without delay the supplier of the service with which you are dissatisfied. If on your return you feel that the matter had not been dealt with satisfactorily, please write to us within 28 days setting out your complaint. Failure to follow the above procedure may result in either a reduction or extinction of any rights you may have to claim compensation from us.

## 14. Passports and visas

You will require a passport for all of our tournaments. It is your responsibility to ensure that you and all members of your party hold a valid passport and obtain the appropriate visa(s). We recommend that you apply for a passport and/or visa well in advance of the departure date, best: 12 weeks prior to departure date. We do not accept responsibility for any loss caused by the failure of you or any member of your party to obtain a valid passport.

## 15. Participation

It is a condition of participation in one of our tournaments that you agree to accept the authority and decisions of our employees, tour leaders and representatives whilst on tour with us. If in our opinion, the enjoyment or safety of others on your tournament is jeopardised by the conduct of you or any member of your group, that person may be required to leave the tournament. In these circumstances, we will be entitled to recover compensation for any damage caused by the offending party and/or the person who signed the booking-form. We accept no responsibility for making arrangements for the offending party to return home.

## 16. Insurance

It is a requirement of booking that you and all members of your group to obtain adequate travel insurance. We do not take liability for injury, diseases or theft or vandalism.

## 17. Privacy

1. All personal data is protected in accordance with the personal data protection regulations, especially GDPR. All personal data that you make available, will be electronically processed and used, if required, for the purpose of contract implementation. All additional information regarding the management of your personal data is stated under [www.komm-mit.com/privacy-policy/](http://www.komm-mit.com/privacy-policy/). Or you can contact us by post, e-mail or phone call and you will receive by post or e-mail our privacy policy regulations.  
2. We point out that during every KOMM MIT event, photos are taken and videos are made. Photos and videos of teams, players and participants as well as celebration scenes, taken by KOMM MIT photographers or staff members could, if necessary, be used for publications on our website, social networks, brochures and other media (press, flyers, banner, photos, displays, DVD, and other). If you or other participants choose not to be photographed or filmed or do not want photos or videos of you to be published, please inform KOMM MIT in advance or the tournament office on the day of arrival. For minors, parents or legal guardians must give their consent. Participants are allowed to take photos or videos during KOMM MIT events only for personal use.

## 18. Jurisdiction and Governing Law

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader. We both agree that German Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description, which arises between us. Jurisdiction is Bonn, Germany. In case that one of these terms is not valid, does this not extend on the other terms and conditions. Errors excepted; subject to technical changes!

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Commercial register; Bonn HRB 6515, local court Bonn

## KOMM MIT International

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## BANK DETAILS

Sparkasse Köln/Bonn  
Bank code: 370 501 98 · Account number.: 260 150 08  
IBAN: DE61370501980026015008 · BIC/SWIFT: COLSDE33