



# TERMS & CONDITIONS

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



Offizieller Kooperationspartner des  
DFB im Bereich des Jugendförderungs



Official partner of the German Football Association for youth development

## 1. Registration, confirmation

- By registering, you are making a binding offer to KOMM MIT for the conclusion of a contract for participation in a KOMM MIT event. The contract will be effectively concluded on receipt of the acceptance declaration by KOMM MIT. No requirements of form apply to the acceptance declaration. On or directly after the conclusion of the contract, you will receive a written confirmation, which contains all essential information about the KOMM MIT event that you have booked. If the confirmation differs from your registration, KOMM MIT shall be bound by the new offer for 10 days. The travel contract will become effective on the basis of the new offer if you accept it within the period by explicit written declaration, prepayment or remaining payment.
- The entry made by the person registering will also apply to the further participants entered in the registration/lists for whose contractual obligations the person registering will be accountable as for his/her own obligations.
- By your registration, you accept the KOMM MIT tournament rules and these general terms of travel.

## 2. Payment

- The team entry fee of €150 will become due upon registration.
- Unless agreed otherwise in the individual case, a prepayment of 20% of the total price shall be paid upon receipt of the booking confirmation from KOMM MIT. The remaining payment shall be made at the latest 30 days before the start of the event. In the event of a cancellation, the fees for this, as well as the processing fees and fees for changing the reservation will become due immediately. The amounts for the prepayment and remaining payment and, if applicable, the cancellation are shown on the booking confirmation/invoice. The payments shall be made, respectively, in one sum for all registered participants.
- In case of reservations on short notice (from six weeks before the start of the event), the complete price for all participants will be due.
- In case the remaining payment date is not kept, KOMM MIT can withdraw from the existing contract for the booking, after giving an unsuccessful warning with a grace period set, and it may demand the refund of fees incurred because of the withdrawal pursuant to Section 5.3. The final information will be provided only after receipt of the remaining payment, whereas at the earliest 14 days before the start of the event.
- KOMM MIT has concluded a bankruptcy insurance policy with ARAG Allgemeine Versicherungs-AG for coverage of the participants' fees. A certificate of coverage in the definition of Sec. 651k BGB (German Civil Code) is printed on the overleaf of the reservation confirmation.

## 3. Service

Which services are agreed by contract is shown in the service specifications (e.g. tournament summary, catalogue, individual offers) and the information in the reservation confirmation referring to it. Requests for accommodation and room reservations are not assured.

## 4. Changes of service and prices

- Changes of and deviations of particular event services from the agreed content of the contract, which become necessary after the conclusion of the contract and which have not been caused by KOMM MIT contrary to good faith, shall be permitted, provided that they are not significant and do not compromise the overall orientation of the event booked. Any claims of warranty shall remain unaffected.
- KOMM MIT reserves the right to modify the offered prices confirmed in the reservation as follows in the event of an increase of the costs of transport, the value added tax, the charges for certain services (e.g. harbour or airport fees), a change of the exchange rates applicable to the relevant event or an increase of costs due to new conditions prescribed for the event/trip: If, for example, the costs of transport increase compared to the status applicable on conclusion of the contract, in particular fuel costs, KOMM MIT can raise the price per participant as follows: In case of a price increase for the seat, KOMM MIT can demand payment of the amount of the increase. In other cases, the additional seat charges of the agreed means of transport that are demanded per means of transport by the transport company will be split. KOMM MIT can demand the amount of the increase resulting this way for the individual seat per participant. If the charges applicable on the conclusion of the contract are increased for KOMM MIT, e.g. harbour or airport fees, KOMM MIT can raise the price per participant by the corresponding proportionate amount. If the exchange rate changes, the price per participant can be raised to the extent that the overall service has become more expensive for KOMM MIT. An increase is permissible only if a period of more than four months is in between the conclusion of the contract and the start of the trip, and if the circumstances having led to the increase have not occurred before the conclusion of the contract and they could not have been predicted by KOMM MIT on the conclusion of the contract. Price increases shall be permissible only up until the 21st day before the departure on the trip.
- KOMM MIT shall inform you wherever possible without delay and, if applicable, offer the free rebooking or free withdrawal to you, if the changes are not merely minor, e.g. in case of a price increase of more than 5%.

## 5. Withdrawal by the participant/s, cancellation fee

- It is possible to withdraw from the participation at any time before the start of the event. The receipt of the withdrawal declaration by KOMM MIT shall be decisive. The declaration of withdrawal from the event must be given in writing.

- If a participant/traveller withdraws or if the trip to the event is not embarked on for reasons (other than in the cases of force majeure defined under Section 7), which are outside of the responsibility of KOMM MIT, KOMM MIT may demand appropriate compensation for the measures taken and expenses spent. The commonly saved expenses and a commonly possible other use of the event services shall be deducted from the calculation of the compensation. It remains at your discretion to prove that no or substantially lower costs have been incurred in connection with the withdrawal from the trip or the trip not embarked on than the costs we have declared in the lump sum (see below).
- The following costs shall be paid on withdrawal from the event (also of individual persons):
  - up to 60 days before the start of the event: EUR 10 per person
  - From the 59th to the 31st day before the start of the event: 20% of the price per participant (per person)
  - From the 30th to the 15th day before the start of the event: 40% of the price per participant (per person)
  - From the 14th day before the start of the event: 80% of the price per participant (per person)
  - In case of no-shows at the start of the event: 100% of the price per participant (per person)
- On request, KOMM MIT will make changes to the reservation confirmation if this is practicable (additional reservations, rebooking, etc.) In case of changes during the last 6 weeks before the start of the event, KOMM MIT reserves the right to demand an additional processing fee of EUR 25 per participant and process.
- Cancellations by individual persons can mean the loss of discounts/package prices for the club.
- KOMM MIT recommends concluding a travel cancellation expenses policy.

## 6. Withdrawal and cancellation by KOMM MIT

- KOMM MIT can cancel the contract without observation of a notice period if the participant permanently disrupts the implementation of the event, irrespective of a warning by KOMM MIT, or if he/she acts in such a way contrary to the contract that the immediate cancellation of the contract is justified. If KOMM MIT cancels the contract, KOMM MIT reserves the claim for the price per participant, less the value of the saved expenses and the saved advantages resulting from making other use of the event services not utilised.
- If certain minimum numbers of participants for an event are not reached up until 21 days before the departure on the trip, KOMM MIT can withdraw from the event (decisive is the date of receipt by the traveller). KOMM MIT will of course inform you when it becomes anticipatable at an earlier point that the minimum participant number cannot be reached. The withdrawal declaration will be sent to the traveller without delay. Either you will receive an alternative offer or, if this is not possible or not wanted, you will be returned the paid travel price.
- Force majeure**
  - If holding the event is significantly complicated, risked or impaired in consequence of force majeure, which was not predictable on the conclusion of the contract, both the participating team and individual participants as well as KOMM MIT may terminate the contract. KOMM MIT shall repay the price having been remitted, but it may demand an appropriate compensation for the performed services or services yet to be performed until termination of the trip.
  - You can receive travel information from the Foreign Ministry of the Federal Republic of Germany on the internet at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de) or at the phone number (030) 5000-2000.
  - If individual programme points or games are cancelled due to the weather during the booked event, no claim can be derived for repetition or compensation. In that case, it will be proceeded according to the tournament rules.

## 8. Liability, exclusion of claims and limitation

- The contractual liability for damages, which are not physical injuries, is limited to three times the price per participant (per person), insofar as an injury of the participant has not been caused through intent or gross negligence, and provided that we are not liable for a damage caused to a participant solely due to the fault of our service provider. Legal regulations shall also apply in our favour, which are limiting liability and excluding liability based on international conventions, and which can be invoked by a service provider hired by us. For all damage compensation claims brought against KOMM MIT on grounds of tortious act, which are not the result of intent or gross negligence, the liability for property damages is limited in amount to three times the price per participant (per person and event).
- KOMM MIT shall not be liable for impairments of performance, personal injury and property damages in connection with purely brokered external services, which are marked expressly as such in the offer (e.g. daytrips, excursions, visits to parks and other recreational facilities). KOMM MIT shall generally not be liable for force majeure.
- The participation in sports and other recreational activities is within the personal responsibility of the participants and travellers. You should check sports facilities, equipment and vehicles prior to use. KOMM MIT shall be liable for accidents that occur at sports events and in other recreational activities only if the company is at fault. KOMM MIT recommends concluding an accident insurance policy.
- Each participant/fellow traveller is obligated within the limits of legal regulations to contribute to avoiding or minimising damages in the

event of impairments of performance. Defects and impairments shall be notified immediately to the KOMM MIT employees on site. KOMM MIT recommends the written form for this purpose. If these persons should not be on site, an immediate notification to the KOMM MIT head office in Bonn will be sufficient (see below for the address). If a participant/fellow traveller does not fulfil this obligation through his/her own fault, he/she shall not be entitled to any claims to this extent.

- KOMM MIT employees on site are not authorised to acknowledge any claims.
- Claims for the performance of the booked event not being in accordance with the contract shall be notified to KOMM MIT within one month after the contractually intended end of the event. We recommend the written form for this purpose. After expiration of the period, you can bring claims only if you have been prevented from observing the period at no fault of your own. Your claims arising from this contract will lapse by your limitation within one year. The limitation period begins on the day following the day of contractual end of the trip.

## 9. Insurance package

It is up to the person registering to obtain insurance cover for all participants during the entire stay at the event. KOMM MIT does not assume any liability in case of illnesses, injuries, theft and vandalism. KOMM MIT shall offer the possibility to conclude a sensible event insurance policy (health, accident, liability, baggage, and travel cancellation expense policy) to the participating clubs. You will receive exact information included in your registration confirmation. The KOMM MIT insurance package is not available in every country.

## 10. Passport, visa, customs, foreign currency, and health provisions

Final and binding information on the border entry and transit regulations can be provided only by the competent embassies and consulates of the respective countries. Please see the contact details on [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de). Participants/fellow travellers are personally responsible for complying with the various border entry regulations. All disadvantages resulting from any failure to comply with these regulations shall be borne by the participant/traveller. Please seek information as to whether a passport is required for your trip to a KOMM MIT event abroad or if a national identity card is sufficient, and please ensure that your passport or national identity card has a sufficient remaining period of validity. Participants/fellow travellers, who are not EU citizens, frequently require a visa for the respective destination country and for transit countries as well, if applicable. We recommend applying for such at least 12 weeks before the start of the event.

## 11. Data privacy

- All personal data are protected according to the provisions of the data protection regulations, in particular the GDPR. The personal data you make available to us will be processed and used electronically, insofar as they are required for the performance of the contract. You can find all further information on the exact handling of your data at [www.komm-mit.com/de/datenschutz/](http://www.komm-mit.com/de/datenschutz/). Or you can contact us in writing or by phone, and we will then readily send you our data privacy statement by post or email.
- We point out that photos and videos will be recorded in the course of every KOMM MIT event. Photographs and videos of teams, match or celebration scenes or fellow travellers, being recorded by KOMM MIT photographers or KOMM MIT employees, may potentially be intended for publication on our homepage, in social networks, in brochures, or other media (press, flyers, banners, pictures, displays, DVD, etc.) If you or the fellow traveller does not wish to be photographed or filmed, or if you do not wish a publication, please inform KOMM MIT in advance or the tournament office on the day of arrival. The consent of the parent or legal guardian is required for persons under age. Event visitors may take picture and video recordings of the KOMM MIT event exclusively for private use.

## 12. General remarks, place of jurisdiction

- The invalidity of individual provisions of the contract shall not result in the invalidity of the entire contract. The same applies to these General Terms and Conditions.
- Trips to other countries sometimes involve risks that are not known at home. Technical equipment abroad may not always meet the German standard. Therefore, please be sure to take notice of any information about this. In some countries, the water and power supply may be interrupted occasionally.
- The place of jurisdiction and place fulfillment is Bonn. Contracts are governed by German law.
- All information in the product descriptions was compliant with the legal regulations applicable on the printing date.
- Mistakes and technical changes remain reserved!
- All of our previous publications on identical events and event dates will become invalid on publication of new product descriptions/prices.

These terms of travel and notes applies to:

### KOMM MIT

gemeinnützige Gesellschaft für internationale Jugend-, Sport- und Kulturbegegnungen mbH  
Geschäftsführer: Markus Egyptian, Florian Heuschmid, Philipp Reinartz  
Pützchens Chaussee 202 · 53229 Bonn/Deutschland  
Handelsregister: Bonn HRB 6515, Amtsgericht Bonn

### KOMM MIT International

gemeinnützige Gesellschaft für internationale Jugend-, Sport- und Kulturbegegnungen mbH  
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info@komm-mit.com · www.komm-mit.com

### BANK DETAILS

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