

## **ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH's General Business Terms and Conditions**

### **§ 1 Conclusion of the contract**

- 1.1 Your registration is a binding offer to conclude the event contract.
- 1.2 Your registration may come in in writing, verbally or on the phone. Such registration includes all participants contained therein for whose contractual obligations you take the same responsibility as for your own in case you have assumed such responsibility expressly.
- 1.3 The contract shall be concluded upon our acceptance, which does not require any particular form. You will get our written confirmation upon conclusion of the contract or immediately afterwards.
- 1.4 If the contents of our confirmation is at variance with your registration we have not accepted your offer but offer you conclusion of the contract under such conditions as set forth in our confirmation. We are bound to such offer for ten days. If you do not agree to our offer within these ten days we are entitled to dispose of it otherwise.

### **§ 2 Payment**

- 2.1 In case of individual bookings, invoicing shall take place in combination with our confirmation.
- 2.2 In case of events, the final invoice shall be drawn up after the event has been carried out. Payment of the event price is due 14 days after the final invoice has been submitted.
- 2.3 Cancellation fees are due forthwith.

### **§ 3 Services/prices**

- 3.1 For the contracted services, their description for the period of the event as set forth in our offer shall apply. Any conclusion of the contract under different conditions is hereby excluded.
- 3.2 Brochures by third parties used for the registration, e.g. local or hotel brochures, are merely non-binding information and do not of include any guarantee for their contents.
- 3.3 The ADAC Fahrsicherheitszentrum is entitled to film or photograph the event. Such material may be used in advertising brochures/leaflets and similar publications free of charge.
- 3.3 We shall invoice external services, after submission of the original invoice, incl. a 15% handling fee.

- 3.4 Use of the kitchen/catering facilities in the ADAC Fahrsicherheitszentrum by the contracting party for its own catering or by an external caterer:
- a) The FSZ's catering facilities are at the disposal of all users of the complex. In principle, external catering is thus excluded.
  - b) At its request, the contracting party itself or a company hired by the contracting party (external caterer) shall be able to use the FSZ's kitchen/catering facilities. For such use, a daily fee according to the applicable price list shall be charged.
  - c) If the contracting party hires an external caterer without using the available, in-house catering facilities, for such use a daily fee according to the applicable price list shall be charged to compensate for the incurred loss of earnings.
- 3.5 Individual arrangements shall only become part of the contract if confirmed by us in writing.

#### **§ 4 Data protection declaration**

You hereby agree to the ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH collecting and processing data within the context of the booking and execution of your ADAC safety training to such an extent as is necessary and, if need be, using your ADAC membership data. These data may be stored during preparation and execution of the ADAC safety training and, beyond such time, for advice and guidance with regard to matters of road safety. These data must not be transferred to third parties. The agreement to the storage of such data for road safety advice and guidance may be revoked at any time.

#### **§ 5 Cancellation of individual bookings**

- 5.1 You may revoke the contract prior to the commencement of the event at any time. Such notice of cancellation has to be in writing.
- 5.2 If you revoke the contract we are entitled to invoice an appropriate compensation fee or demand such as listed in the following:

The cancellation fee for a cancellation between the 30th and 21st day before the event is 20 % of the training fee, between the 20th and 11th day 50 %, from the 10th day 100 %.

#### **§ 6 Cancellation of events (corporate customers)**

- 6.1 You may revoke the contract prior to the commencement of the event at any time. Such notice of cancellation has to be in writing.
- 6.2 If you revoke the contract we are entitled to invoice an appropriate compensation fee or demand such as listed in the following:
- 6.3 From signing the contract, the cancellation fee between the 90th and 61st day before the commencement of the event is 50 % of the price, between the 60th and 31st day 80 % and from the 30th day 100 %.

You are entitled to prove that we have incurred a lower damage. The cancellation fee shall be determined on the basis of the first day of the event, 00.00 h, as of our receipt of the revocation of the contract.

## **§ 7 Cancellation of events by the ADAC FSZ/non-utilisation of contractual services**

7.1 We reserve the right to cancel events on the agreed date for good reasons, unforeseeable at the conclusion of the contract, and to defer them to another date as to be agreed with you. In such case you may revoke the contract and demand the repayment of any down payments.

7.2 If the event is jeopardised or disturbed or made much more difficult by force majeure unforeseeable at the conclusion of the contract, e.g. weather-related circumstances, natural disasters, war, political unrest, strikes etc., either party may cancel the event or terminate it early.

In such case we are entitled to demand an appropriate compensation of up to the contractual all-in at max for the event services already been rendered.

7.3 If from the first day of the event agreed services are not being used, either in part or in full, without any prior revocation and a case of force majeure, we reserve the right to demand the full price as contracted. We shall repay any saved expenditure in so far and when having actually been repaid by our service providers.

## **§ 8 Guarantee/service disruptions, faults**

8.1 We guarantee a conscientious preparation and execution, a careful selection of the service providers, the correctness of the specifications and a performance of the services as contracted. We are entitled to make remedies in form of equal substitute services. We are entitled to refuse remedies if such incurred unreasonable expenditure.

8.2 We do not assume responsibility for service disruptions/faults at third parties' events which have merely been arranged as an external service and have expressly been marked in the event's description and confirmation as such an external service, and we thus do not give any guarantees, even if one of our representatives should participate in such special events.

8.3 In case of any service disruptions/faults that might have occurred, you are contractually bound to do all that is reasonable within the context of your legal obligations to contribute to a remedy of such fault/disturbance and to keep any possible ensuing damage as low as possible. You are particularly obliged to notify our representative present at the event and/or the service provider of any of your complaints forthwith. These have the responsibility to find remedies if this is possible and reasonable within an appropriate period of time. You may demand a written record of the individual complaints or a receipt for your written complaint from this representative/service provider.

Neither our representatives nor our service providers have any further authorisation, especially to make legally binding statements.

- 8.4 You may demand a reduction of the contracted all-in for such time as our services were not rendered as contracted (redhibition), unless you have culpably neglected to notify us of the defect (cf. § 7.3).
- 8.5 We are liable for damages incurred by our culpable non-performance of contracted services. Our compensation is here limited to three times the contracted all-in.

### **§ 9 Liability for personal injuries and material damages**

- 9.1 Our liability for damages caused by our representatives – with the exception of intent or gross negligence – is limited to € 1,000,000 for material damages and € 10,000 for pecuniary damages per incident.
- 9.2 Material damages caused by you or your participants have to be compensated for forthwith in close cooperation with us. We reserve the right to place repair orders, to be paid by you, ourselves.
- 9.3 You guarantee us that all participants who are drivers during an event have a valid driving licence for their respective class of vehicle.
- 9.4 We reserve the right to exclude any participant from practical exercises who is suspected of being intoxicated or on drugs.

### **§ 10 Entry conditions for the ADAC safety training**

In the interest of safety, all instructions by the instructor have to be followed at all times. In case of a violation of these instructions or the 'Straßenverkehrsordnung' (road traffic regulations) which may endanger the participant himself, other persons or property of significant value, a participant can be excluded from the course without a claim to repayment of the attendance fee.

The event organiser reserves the right to defer or cancel courses if fewer than eight participants have registered or weather conditions would not allow the course to be carried out without endangering the participants or the vehicles used or both.

In case of non-attendance at a booked course, the attendance fee is thereby forfeited.

If for ex gratia reasons a voucher for a safety training can be returned, a handling fee of € 15 shall be due.

On the Fahrsicherheitszentrum's site, the 'Straßenverkehrsordnung' (road traffic regulations) and 'Straßenverkehrszulassungsordnung' (road traffic licensing regulations) apply. The Fahrsicherheitszentrum insures all participants of the ADAC safety training against accidents.

## **§ 11 Hospitality**

Any kind of hospitality within the context of the event carried out by us has to be pre-arranged within us.

## **§ 12 Use of ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH's logo**

Any use of the name and protected (trade)marks of ADAC e.V. and ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH requires prior submission to the ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH and its written consent.

The place of jurisdiction is Potsdam; if inadmissible the legal place of jurisdiction shall apply.