

## Terms and conditions of participation for the events of the Department of International Youth Exchanges of Volks- bund Deutsche Kriegsgräberfürsorge e. V.

The following travel terms and conditions apply to package tour contracts to which the provisions of §§ 651a ff BGB (Civil Code) concerning the travel contract directly apply. In so far as they are agreed in a valid manner, these terms and conditions become the content of the package tour contract entered into between the participant (hereinafter called "the Participant") and Volksbund Deutsche Kriegsgräberfürsorge e. V. (German War Graves Commission, hereinafter called "the Commission"). They supplement and complement the statutory provisions of §§ 651 a to y BGB and of Articles 250 and 252 EGBGB (Introductory Act to the Civil Code).

### 1. Contractual basis

The basis of every participation is the willingness to contribute to mutual understanding and reconciliation between nations by the combination of the elements of encounter, education, leisure and work at war grave or memorial sites. Integration into the community of the work camp/youth exchange is a requirement. The following are therefore expected:

- a) constant participation in the general communal life of the event
- b) appropriate behaviour in a spirit of understanding between nations and respecting the relevant local customs and moral codes (e.g. swimwear)
- c) appropriate behaviour with regard to the work in the spirit of the assignment

### 2. Requirements for participation

At the time of the start of the measure, the Participants in our projects must have proof of the minimum age stated in the application and be in possession of a valid passport or ID document or an equivalent valid substitute document.

### 3. Participants' services

The Commission expects Participants to collaborate in the organisation and success of communal camp life by providing social services such as cooking and cleaning services and organisation services at the compulsory events and by participating in the public events such as receptions, excursions and trips envisaged.

When booking a work camp the Participants will work for 20 hours/week on war grave and memorial sites and will perform tasks according to instructions within the context of their individual abilities and skills. Kitchen and cleaning services will count towards these.

### 4. Participating minors

The Commission, represented by the camp management, takes responsibility for supervising Participants aged under 18 for the duration of the event. This responsibility begins at the meeting point (time and place e.g. bus departure) and ends in the same

way with the arrival back there. Those responsible for supervision are entitled and obliged to organise the living conditions of the minors during their stay at the camp in the spirit of the overall measure in close coordination with the minors.

To this end, compulsory rules for time out of camp, bedtime, bathing, excursions and other communal events are stipulated. Here those responsible for supervision assume that the Participants have an average level of independence e.g. free time out of camp at the usual times of day, visits to public events (discos, films, theatres, museums), the use of local public transport. By signing the registration, the guardians expressly consent to the young person going out occasionally without the immediate presence of a team leader, alone or accompanied by other Participants.

### 5. Leisure time

Outside the compulsory programme points, all Participants have free time available. The relevant camp rules specify further details.

### 6. Camp rules

a) All the Participants declare that they are willing to acknowledge the relevant camp rules, which will be worked out together at the beginning of the camp, as organisational rules governing the common interest for orderly and peaceful communal life.

b) The contents of the camp rules cover in particular the following matters:

aa) the duty to report (e.g. in the event of damage, emergencies, accidents)

bb) the allocation and use of space

cc) general hazard prevention (e.g. lighting fires, smoking, bathing)

dd) times and rules for: Rest and sleep, eating, visits, social services, work sessions

ee) special rules for minors

ff) Alcohol and other drugs (apart from wine and beer in quantities specified by the camp management!) are not permitted at the events.

In the event of persistent bad behaviour, non-compliance may lead to termination of the contract by the Commission after a warning (see also item 11 c).

c) The camp rules are always the responsibility of and implemented by the camp management together with the camp pro-

vider. Here the interests of the Participants are taken into account.

## 7. Registration and conclusion of the travel contract, contractual services

a) Following receipt of the declaration of intent and checking for specific availability, the Commission offers the Participant or, in the case of minors, their guardians, the binding conclusion of a travel contract with the issue of the registration documents in line with the legislation, on the basis of these travel terms and conditions, the invitation to travel and all supplementary statements on the basis of the reservation, in so far as the Participant has these.

b) The travel contract comes into effect with the timely receipt by the operator of the signed registration confirmation. Any amendment made to the declaration of acceptance is deemed to be a new contract proposal § 150 Para. 2 BGB. In that event, a travel contract only comes into effect if the tour operator confirms the amended declaration of acceptance in return.

c) The customer is responsible for all the contractual duties of the Participants for whom the reservation was made as well as for their own duties, in so far as they have taken on this duty by a separate express declaration.

d) If the content of the travel confirmation varies from the content of the reservation, there is a new offer of a contract, which is binding on the Commission for a period of 10 days. The contract comes into effect on the basis of this new offer if regarding the new offer the Commission has referred to the amendment and fulfilled its pre-contractual duty to inform and the Participants confirm this within the period that the offer is binding by an express declaration of acceptance or by the payment of the deposit.

e) We would like to point out that, because of the legislative provisions of § 312 g Para. 2 Sentence 1 No. 9 BGB, with all the above-mentioned forms of reservation, there is no right to cancel package tour contracts concluded via distance selling once the contract has been concluded. On the other hand, rescission and termination of the contract are possible subject to the rules in Numbers 6 and 7.

## 8. Payment of the travel price

a) The participation contribution may only be demanded and accepted by the Commission before the end of the trip if there is a valid customer's money guarantee contract and the Participant has received the cover certificate with the name and contact details of the customer's money guarantor in a clear, comprehensible and prominent form within the meaning of § 651 r Para. 4 BGB and Article 252 EGBGB.

b) Following conclusion of the travel contract, the payment of the travel price falls due in accordance with the contractually agreed payment methods in return for the issue of the cover certificate.

b) If despite a warning and the granting of a subsequent deadline the Participant does not pay the deposit and/or the balance by the agreed due dates although the Commission is willing and in a position to correctly fulfil its contractual services and has fulfilled its statutory duty to inform and the Participant has no statutory or contractual right of retention, the Commission is entitled to cancel the travel contract and to charge cancellation costs to the Participant.

c) Commission members receive € 25 discount off the stated participation amount.

## 9. Changes to services

a) Changes or variations to major characteristics of travel services from the agreed content per the travel contract (e.g. changes to the programme, changes to departure times), that have become necessary since conclusion of the contract and which were not foreseeable before or during its conclusion and that have been made in good faith by the Commission are only permitted before the commencement of the travel in so far as the changes or variations are not major and they do not adversely affect the overall arrangements of the trip.

b) The Commission is obliged to inform the Participant in a clear, comprehensible and prominent form on a permanent data storage medium about major changes or variations to services without delay upon learning of the reason for the change. In the event of a substantial change to a major characteristic of a travel service or a variation to special provisions, the Participant is entitled within a reasonable period to accept the change or cancel the travel contract free of charge or to demand participation in a substitute trip if the Commission has offered such a trip. If the Participant does not reply to the operator within the specified period or at all, the notified change is deemed to be accepted. In connection with the change notification, the Participant must inform the operator in a clear, comprehensible and prominent form.

c) Any claims under the guarantee are unaffected if the changed services suffer from defects. If the Commission incurred lower costs for the provision of the changed trip or substitute trip with equivalent characteristics, the difference is to be refunded to the Participant in accordance with § 651 m Para. 2 BGB.

d) The Participant is not entitled to changes relating to the travel date, the destination, the place where he/she starts the journey, the accommodation or the means of transport after conclusion of the contract. This does not apply if the rebooking is necessary because the Commission has given the Participant no, insufficient or incorrect pre-contract information per Art. 250 § 3 EGBGB. In this event, rebooking free of charge is possible.

## 10. Cancellation by Participants

The Participant can cancel the travel contract any time before the start of the trip. It is recommended that the cancellation be notified on a permanent data storage medium (e.g. email to [workcamps@volksbund.de](mailto:workcamps@volksbund.de) or by post). Receipt by the Commission of the notice of cancellation determines the cancellation date.

In the event of cancellation by the Participant, the Commission may demand reasonable compensation for any arrangements made and any expenses incurred in so far as the cancellation is not the Commission's fault or if exceptional circumstances arise at the destination or in its immediate vicinity that adversely affect in a serious manner the provision of the trip or the transportation of people to the destination. According to § 651 h Para. 3 P. 2 BGB, circumstances are unavoidable and exceptional if they are not under the control of the operator and the latter could not have avoided their consequences even if all reasonable precautions had been taken. The level of compensation is based on the travel price less the value of the costs saved by the Commission and less any amount that the operator receives through alternative use of the travel service. In the event of cancellation before the trip commences, this level is:

• Up to 70 days before travelling	free of charge
• Up to 30 days before travelling	35%
• Up to 14 days before travelling	50%

- Up to 1 day before travelling 75%
  - in case of no-show of the Participant 100%
- of the travel price. The Participant is expressly entitled to evidence a higher or lower claim.

To reduce the loss incurred, we refer you to the option to take out travel cancellation insurance. The cost of this insurance is borne solely by the Participant.

Following a cancellation, the Commission is obliged to refund the travel price without delay but in any event within 14 days following receipt of the notice of cancellation.

§ 651 e BGB is unaffected by the above terms.

## 11. Cancellation and termination by the Commission

- a) In the event of not achieving the number of Participants stated in the trip description or the pre-contractual information and in the trip confirmation, the Commission is entitled to cancel the event within the statutory period of
- 20 days if the trip is more than six days long
  - 7 days if the trip is up to six days long.

The Commission is obliged to inform the Participant immediately following the occurrence of the reason for not providing the trip and to send the notice of cancellation to him. The travel price paid will be refunded to the Participant. If it is already evident at an earlier date that the minimum number of Participants cannot be achieved, the operator will immediately exercise its right to cancel. b) In the event of permitted cancellation by the Commission, in accordance with Point 10 a), the Participant may demand participation in another of the Commission's trips of at least the same value if the Commission is in a position to offer such a trip from its range at no extra cost to the traveller. It is up to the Participant to claim this right from the Commission immediately following cancellation by the latter.

c) In addition, the Commission may terminate the travel contract without notice if the Participant repeatedly disrupts the provision of the trip, in particular by infringement of the camp rules, despite an appropriate warning. The same applies if someone's behaviour is in serious breach of contract. The Commission is nevertheless entitled to claim the travel price.

Following termination without notice, subject to a reasonable period the Participant is to be excluded from the camp.

With minors, termination without notice is to be notified to the guardian or the representatives stated in the registration form. The exclusion from the camp is associated with sending the Participant back. When the Participant is sent back, precaution will always be taken to ensure that the Participant is accompanied to the German border and onward travel has been properly organised (travel ticket, itinerary, notification to the guardians or their representatives). If the guardians consent, the Participant will be accompanied only as far as the nearest departure point (railway station etc.).

The excluded Participant himself bears the cost of return transportation. However, the Commission must take into account the value of costs saved and any benefits derived from alternative use of the services not used, including any reimbursements from the service provider.

## 12. Unavoidable, exceptional circumstances and duty to assist

a) If as a consequence of unavoidable, exceptional circumstances which were unforeseeable at the time of the conclusion of the

contract the trip is made considerably more difficult, put at risk or adversely affected, both the Commission and the Participant are entitled before the start of the trip to terminate the contract only in accordance with the terms relating to termination. The legal consequences arise from legislation. In these circumstances, if the Participant terminates the contract after the start of the trip, the Commission is obliged to take the measures necessary as a result of the cancellation of the contract, to transport the Participant back, in particular if the contract includes return transportation. The Commission will bear the additional cost of return transportation.

b) The Commission refers you to the duty to assist per § 651 q BGB, according to which the Participant is to be granted prompt reasonable assistance in the case of § 651 k Para. 4 BGB or for other reasons where he finds himself in difficulties, in particular by the provision of suitable information about health services, local public authorities and consular support, support with establishing remote communications links and support in the search for other travel options. § 651 k Para. 3 BGB is unaffected by this.

## 13. Insurance

For the duration of the event, all travellers (organisers, Participants and supervisors) are covered by an accident at work and accident insurance policy. With foreign travel, health insurance cover is also offered. In certain circumstances such as death, serious accident or unexpected serious illness of the insured person, the costs incurred will be reimbursed under the health insurance cover with:

Würzburger Versicherungs- AG  
Bahnhofstraße 11  
97070 Würzburg.

For foreign participants (without residence in Germany) who travel to a third country (not Germany), this insurance coverage does not apply. We recommend that these participants arrange their own individual insurance.

The following is responsible for dealing with claims:

Volksbund Deutsche Kriegsgräberfürsorge e. V.  
Department of International Youth Exchanges  
Sonnenallee 1  
D – 34266 Niestetal

Tel.: +49 (0)30 | 230936 - 84  
Fax: +49 (0)30 | 230936 - 99  
Email: workcamps@volksbund.de

## 14. Limitation of liability

a) The Commission's contractual liability for damage or loss other than physical injury and which was not the fault of the Commission is limited to three times the travel price.

b) If international treaties or statutory provisions based on such treaties apply to a travel service to be provided by a service provider, according to which any claim for compensation may only be made in certain circumstances or subject to certain restrictions, the Commission may rely on these provisions vis a vis the Participant.

c) The Commission is not liable for service defects, personal injury or damage to property in connection with services that are provided only as third party services (e.g. excursions, exhibitions, transport services) in so far as these services are expressly and so clearly labelled as third party services in the trip description and trip confirmation, stating the identity and address of the agent contractual partner, that it is evident to the Participant

that the services are not part of the travel services to be provided by the Commission and were separately selected. §§ 651 b, 651 c, 651 w and 651 y BGB are unaffected by this.

d) The Commission is also liable for damage or loss attributable to breach of the tour operator's duty to inform, declare or organise.

### **15. Passport, currency, health and customs regulations**

a) The Commission will inform the Participant about general passport and visa requirements and sanitary formalities of the destination country including the approximate lead times for obtaining any required visas before the conclusion of the contract and if necessary about any changes up to the start of the trip.

b) The Participant himself is responsible for observing all the regulations important to the provision of the trip. All additional costs, in particular the payment of cancellation charges, that arise from not observing these regulations are to be borne by him, except where they are attributable to incorrect information or lack of information from the tour operator for which the latter is to blame.

c) If health-related requirements are to be observed, the statements in the relevant specific trip description are definitive. Here too the Participant will be separately informed in the event of changes to the requirements after publication or after reservation.

d) The Commission is not liable for timely issue and access to required visas by the relevant diplomatic mission if the Participant has charged it with obtaining one unless the delay is attributable to the Commission. The Participant must allow a period of about 8 weeks for obtaining visas etc. from the relevant offices.

### **16. Duties of the Participant in the event of the occurrence of problems with services, making claims and limitation period**

a) In the event of the occurrence of problems with services, the Participant is obliged to cooperate within the context of the legislation on avoiding any loss or damage or minimising it. If the trip is provided but is not free from errors, the Participant can demand assistance. If the Participant through his own fault omits to notify the Commission of an error promptly following its occurrence, he can no longer rely at a later date on making any guarantee claims under the travel contract concerning this error. This notification may only be given to the local camp managers and, if they cannot be contacted, the Commission at its German headquarters in Kassel. Notification to individual service providers is not sufficient.

The Commission's camp managers are not entitled to acknowledge any claims against the Commission.

b) If, as the result of a defect of the type described in § 651 i Para. 2 BGB, the trip is adversely affected in a serious manner, the Participant can only terminate the contract per § 651 i BGB if he has granted the Commission in vain a reasonable period to provide assistance, if assistance is impossible or is refused by the Commission or if immediate termination of the contract is justified by the special interests of the Participant.

c) Claims per § 651 i Para. 3 Nos. 2 to 7 BGB must be made by the Participant to Volksbund Deutsche Kriegsgräberfürsorge e. V., Bundesgeschäftsstelle, Sonnenallee 1, 34266 Niestetal. Making a claim on a permanent data storage medium is recommended.

d) Contractual claims lapse after two years. The limitation period commences on the date on which the trip should end according to the contract.

### **17. Jurisdiction, applicable law, consumer's dispute resolution**

The law of the Federal Republic of Germany applies exclusively to this agreement subject to the condition that if the traveller's normal place of residence is abroad, according to Art. 6 Para. 2 of the Rome I Regulation, he/she also enjoys the protection of the mandatory provisions of the law that would be applicable without this clause.

The place of jurisdiction for the warning procedure and for all disputes arising from the travel contract with people who have no general place of jurisdiction in Germany and people who have moved their residence or usual abode abroad after the conclusion of the contract or whose residence or usual abode at the time that the legal action was commenced is not known and for all registered traders and passive proceedings is Kassel, the location of the Commission's registered office.

The interpretation of these participation terms and conditions, of the travel contract and all claims by the parties to the contract against each other are governed by German law unless another interpretation arises from Point 13. b).

According to Art.14 Para.1 ODR-Verordnung (Regulation concerning online dispute regulation in consumer matters) we would like to point out that the European Commission has provided a platform for online dispute resolution (ODR platform) which can be found on <http://ec.europa.eu/consumers/odr/>.

In addition, we would like to point out per § 36 VSBG (Consumer Dispute Resolution Act) that we do not participate in any dispute resolution proceedings with a consumer arbitration board. If a consumer dispute resolution were to become mandatory upon the operator after the publication of these travel terms and conditions, the Commission will inform the Participant of this in an appropriate form.

### **18. General**

If a term of these participation terms and conditions is or becomes invalid, this does not affect the validity of any of the other terms. The invalid term is to be replaced by a valid one that as far as possible achieves the commercial purpose envisaged with the invalid term.

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11.11.2024