

General terms of condition for participation in an expedition / project

Extrem Events - Matthias Jeschke e.K.,
In der Bornwiese 27, 57610 Amteroth, Germany

1. Conclusion of contract

The customer who signs a contract with Extrem Events is called a participant. The concept of the participant is to be understood gender-neutral. By registering for an expedition and / or a project, the participant offers Extrem Events the conclusion of a contract binding. The enrolment can be made in writing, electronically, orally or by phone. By the act of enrolment the participant accepts the terms and conditions of Extrem Events.

2. Payment

The cost of participating in an expedition and / or project will be payable immediately upon signing the contract. In case instead of a written contract only a confirmation for enrolment by Extrem Events, the costs will be due at the latest upon receipt of the invoice. The expedition and / or project documents will be handed out to the participant only after full payment.

3. Services

Extrem Events plans and organizes extreme expeditions as well as unrealized projects around the globe. The scope of the services provided by Extrem Events is determined by the contract to be concluded with the participant. In the case of the conclusion of a contract, the scope of the services results from the expedition and / or project documents. Otherwise the essential scope of the contractual services is regulated in the contract itself.

3.1 Planning

The concept of planning includes the mental elaboration of the expedition and / or the project as well as the selected country and expedition route, taking into account the particular infrastructural conditions of the country to be crossed from the place of departure to the point of arrival. In addition, the term planning of the project includes among others the mental elaboration and provision of on-site staff and technical resources necessary to carry out the project.

3.2 Organization

EE organizes the implementation of the project / expedition. The term of organization includes, among others the course and the design of the routes from the place of departure to the possible destinations and the operations on site.

3.3 Mechanical and technical resources

Extrem Events provides selected technical expedition equipment, assures satellite-based emergency communications, provides hardware for radio communications among team members, and provides the necessary backup.

In addition, Extrem Events will monitor the technical condition of the vehicles during the duration and implementation on site and may provide part of the expedition equipment (tents, etc.).

4. Insurances

Insurances are not included in the price. Extrem Events requires the conclusion of a travel cancellation insurance, a baggage insurance, a travel health insurance as well as a liability insurance by the participant prior to conclusion of the contract.

Extrem Events strongly recommends the conclusion of a health insurance with return insurance.

5. Physical condition of participants, personal equipment

Extrem Events requires good physical condition for each participant. Each participant will receive a detailed equipment and material list from Extrem Events prior to the expedition and / or the project. Extrem Events requires that the participant be fit and able to handle the material and equipment due to their physical condition.

6. Management of the expedition and / or the project

Extrem Events manages the expedition and / or the project and makes all necessary decisions during the execution of the event. The participant undertakes to follow the instructions of Extrem Events during the project / expedition implementation in the interest of the group. If the participant repeatedly opposes the decisions of Extrem Events during the execution, he can be excluded from the expedition and / or the project. In this case, the participant bears all resulting, further costs incurred by him. He is not entitled to any financial reimbursement claims against Extrem Events.

Due to the specific nature of the expeditions and / or projects conducted by Extrem Events and due to the local road and weather conditions, as well as the respective political situation in the countries to be crossed deviations and changes of the expedition route are possible. The participant is not entitled to the routes mentioned in the expedition and / or project and / or contract documents. The decision as to whether deviations or changes are made during the course is subject to Extrem Events only.

Changes or deviations of the expedition and / or project and / or course have no influence on the price to be paid by the participant.

7. Withdrawal by the participant

The participant can withdraw from the contract at any time prior to the start of the expedition and / or project. The cancellation must be declared in writing to Extrem Events. Decisive for the time of resignation is their written access to Extrem Events.

The participant is aware that the execution of the expedition / project requires a considerable amount of planning and organization and that the total costs of the project are substantially eliminated and thus incurred before the start of the project. In advance, the following applies between the parties in the event of withdrawal by the participant before the expedition and / or the beginning of the project:

a) A partial maturity of 30% of the participation fee remains unaffected in case of cancellation by the participant, no matter on which legal ground the cancellation of the participant may be based.

b) Otherwise Extrem Events will pay the participant 50% of the agreed price from the 364th to the 240th day before the start of the expedition / project.

c) From the 239th day before the start of the expedition no refund will be given to the participant.

If the participant does not start on the expedition and / or the project without having resigned from the expedition and / or project contract, he has no claim on repayment of the price paid.

Due to the specific nature of each expedition and / or project, which in each case only allows a limited number of participants and is essentially supported by the team spirit, it is not possible for the participant to join the expedition and / or the project through a third party represented. Regardless of this, the participant is free to designate another participant, for example in the case of a declaration of cancellation. Extrem Events then checks on a case-by-case basis whether the designated third party has the opportunity to participate in the expedition and / or the project.

8. Withdrawal by Extrem Events, Termination due to behavior

Extrem Events may rescind the contract in the cases shown below or terminate the contract after commencement of the expedition and / or the project:

If the participant does not meet the special requirements of the expedition and / or the project with regard to his or her health, physical fitness, individual performance and assistance during the expedition and / or project, Extrem Events is entitled to dismiss the participant. In this case the participant does not receive the paid participant fee.

Extrem Events may terminate the contract with the customer without notice, if it disturbs the execution of the expedition / project in spite of a warning by the expedition / project management, endangers the expedition / project, consciously or negatively influences other participants or otherwise behaving in breach of contract.

If the customer disturbs the expedition and / or the project in a particularly rough manner, a warning is not required. This is the case, for example, when a participant commits a crime against bodily integrity, sexual self-determination or even against the property of other persons. Even with the threat of other participants by the disturber a warning is unnecessary.

In case of termination by Extrem Events due to behavioral reasons of the participant, his right to partial refund of the contractually agreed price expires. The participant owes the full participation fee for a termination by Extrem Events for behavioral reasons. In such a case, the disturber must also bear the additional costs for his return transport and pay for any additional costs incurred by Extrem Events as a result of his deliberate or intentional disruption.

9. Termination of contract due to exceptional circumstances

In the event of danger to the life and limb of the participant, due to the likelihood of war, political unrest, terrorist attacks or extreme weather conditions, Extrem Events immediately decides on the issue of expedition / project termination. In the case of a cancellation necessary for the reasons set out above, Extrem Events plans and organizes the return of the participant and bears the resulting costs. With decision on cancel the project / expedition by Extrem Events ends the obligation to provide the services listed under 3. above.

If one of the above-mentioned danger situations or in cases of force majeure, a claim of the participant for repayment of the price shall be excluded in case of a canceled project.

10. Liability

Within the scope of planning, organization and execution of the expedition and / or the project Extrem Events is only liable for the essential contractual obligations and their compliance. Each participant participates in the expedition and / or project at one's own peril and risk. The liability of Extrem Events is limited to intent and gross negligence. Liability for responsible employees of Extrem Events is excluded.

Extrem Events is especially liable to the participant for a careful selection and monitoring of the respective accommodations. The participant is not entitled to any specific accommodation during the expedition and / or project execution. In particular, depending on local conditions, it may be necessary to overnight in the open air or in a vehicle.

Extrem Events is also responsible for the careful and conscientious planning of the expedition and / or the project, taking into account the respective economic, political and infrastructural conditions of the country to be crossed.

Damage, regardless of whether own or third party damages, which arise during the execution of the participant or are caused by the participant to third parties, has to announce Extrem Events immediately. For such damages the participant is liable.

In the case of participation in the expedition and / or the project by the participant with a vehicle provided by Extrem Events, there is usually a automobile third party insurance that concludes Extrem Events. As part of this automobile third party insurance, Extrem Events is only liable for automobile or personal injury in connection with traffic accidents.

A liability for the expedition accompanying employees as well as commissioned third party companies excludes Extrem Events.

11. Risks

The participant is aware that there is an increased risk of accidents and injuries when carrying out the expedition and / or the project. This can not be completely reduced or excluded by particularly caring and forward-looking planning. The participant is aware that emergency medical care or emergency care in remote areas may be difficult or impossible due to local and situational conditions. Before carrying out the expedition and / or the project, the participant must obtain sufficient information about the country-structural, economic and political conditions of the country to be traversed. In particular, he must inform himself comprehensively about the respective climatic conditions in the country to be crossed. The participant has to carry personal medication with him in.

12. Medical care / vaccinations

The participant must take care of the medical precautions before carrying out the expedition and / or the project. In particular, the participant must inquire about the health-specific requirements in the country to be crossed prior to each expedition and / or project. During the execution of the expedition and / or the project the participant has to carry a vaccination and health pass.

Extrem Events requires that each participant has a health insurance with return insurance at the latest with the start of the expedition / project. Hereupon Extrem Events personally points out each participant.

13. Visa / passport

The participant undertakes to comply with the legal entry and customs regulations applicable to the countries to be crossed. The participant must be in possession of a valid passport that is valid for at least 6 months beyond the period of implementation. He is responsible for compliance with passport, visa, customs and foreign exchange regulations.

14. Expedition and / or project success

Extrem Events is not liable for the success and realization of the expedition and / or project objective, as the respective expedition and / or the project are subject to considerable risks and imponderables, which is sufficiently known to the participant before the contract is signed.

15. Data protection, personal data

In principle, Extrem Events treats the personal data of its customers as well as participants confidentially and always strives to protect them.

The personal data provided in a contract with Extrem Events and furthermore, in particular name, date of birth, address, e-mail address, telephone number, passport data, driving license data and, if applicable, health and bank data, will be based on legal requirements levied. Such are necessary solely for the fulfillment of the purpose of the contract.

A passing on of personal / company-related data to third parties takes place exclusively in the context of the fulfilment of the contract and / or on participant / customer request, and only to a minimum necessary extent. These third parties may include, but are not limited to: national and international air carriers and their service providers and agents, passenger transport companies, authorities and offices (e.g. customs, consulate), government administrations, other event service providers / organizers, medical service providers (ego physicians), insurance companies and more as part of the fulfilment of the contract.

The participant / customer / contracting party is entitled under Article 15 DSGVO at any time, in relation to Extrem Events, to request extensive information on the information stored about his person.

Pursuant to Article 17 of the DSGVO, the participant may at any time request to Extrem Events the correction, deletion and blocking of individual personal data.

Furthermore, the participant / customer / contractual partner can exercise his right of objection at any time without stating reasons and amend or revoke the given declaration of consent with effect for the future insofar as Extrem Events has already fully fulfilled its contractual obligations or if the fulfilment of the contract is prematurely terminated or void has been.

Data required for billing and accounting purposes are not affected by a cancellation or deletion.

16. Behaviour

Extrem Events - Matthias Jeschke e.K., all employees as well as all expedition / project participants or team members place the fairness and the respectful interaction in the togetherness in the focus of their actions.

The participant expressly agrees with the following Code of Conduct, which is base of all action, all expeditions and projects of Extrem Events - Matthias Jeschke e.K. He agrees to subordinate his own concerns to the Code of Conduct of the expedition and / or project team or the needs of the respective team on site as well as the objectives of the expedition and / or the project in any possible situation:

Code of Conduct:

Every expedition and / or project participant and every team member internalizes the project statement "One for All, All for One" and considered during the implementation of the expedition / project the legitimate interests of others and takes into account mutual strengths and weaknesses.

Extrem Events - Matthias Jeschke eK, each employee and each participant undertakes to respect in all countries to be crossed or in expeditions and / or projects of Extrem Events countries involved in the religious, political and cultural practices and customs of the inhabitants and to refrain from any action that might affect the legitimate interests of any resident of the country to be crossed.

17. Final clauses

For disputes between the parties, they expressly agree to the application of German law. Extrem Events can only be sued at its place of jurisdiction (District Court Montabaur).

Agreements between Extrem Events and the participant that deviate from the general terms and conditions and the content of the contract must be made in writing. Otherwise they are ineffective.

Extrem Events - Matthias Jeschke e.K.,
In der Bornwiese 27, D-57610 Amteroth, Germany
info@ee-mj.com

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