

Terms and Conditions for the 4elements travel events

These Terms and Conditions are, in the current version valid on the date of registration, an integral part of the contract between the event organizer and the participant.

Covid-19 Virus & Terms and Conditions – 11.11.2022

As an experienced and responsible tour operator and adventure organiser the safety, wellbeing and trust of our clients is and will always be our number one priority. As such we continue to monitor the situation very closely and try to be as flexible as possible with the current conditions. Of course we will inform you about entry requirements, local regulations and will organise testing along the way if possible. Our cancellation policy as tour operator remains unchanged: in the event of cancellation by us as tour operator, the customer will not incur any costs. If a travel warning has been issued for the destination region or entry is not possible (e.g. complete lockdown, border closure), we will cancel the trip. The deposit paid will be refunded within 14 days.

We do not impose any conditions such as 3G on our customers. However, if you have to cancel participation due to not meeting the local regulations, normal cancellation fees apply.

§ 1 Participation requirements & scope of service

(1) Unless otherwise indicated, the minimum age of participants is 18 years. Participants must be contactable via email. Through registration the participant declares themselves to be fit and able to participate in the event, according to the requirements outlined in the event description.

(2) Participation in all tours is entirely at the participant's own risk. It should be noted that mountain activities have an increased risk of accident or injury (risk of falling, rockfall, adverse weather etc.).

(3) The increased risk of accident and injury occurring as a result of physical activity, can therefore not be ruled out by the supervision of the travel organisers and guides. The participant as a precondition agrees to exert a considerable degree of personal responsibility and prudence. The tour operator and its partner accept no liability for any accidents and damage, caused due to a lack in the participant's personal ability and them not exerting a proper sense of responsibility.

(4) Details of the event packages are available on the website www.4elements.eu. The contractual obligations of the event organizer are exclusive to the package described in the booking confirmation as well as the event information detailed on the website www.4elements.eu or the flyer.

(5) Accommodation details (if included in the event package) can be found on www.4elements.eu.

(6) Organizational matters and event details will be communicated well enough in advance to the participant by email.

§ 2 Registration and conclusion of contract

(1) With the booking confirmation/ registration (in writing, verbally, by telephone, email or internet) the participant makes a binding offer to the event organizer to conclude a travel contract based on the package description. In case of electronic bookings the travel organizer electronically confirms receipt of the booking without delay. This confirmation is, however, no acceptance of the booking order.

(2) The contract will only come into force through the form of a written booking confirmation (with email and internet bookings in text form). This does not apply for bookings, which have been made less than 7 (seven) working days prior to the start of the event. In these cases a telephone conversation or verbal confirmation counts as binding contract.

§ 3 Participation fee & conditions of payment

(1) The participation fee is detailed on the service description and the booking confirmation.

(2) Upon booking a deposit of 20% of the participant fee shall become due immediately after receipt of the invoice. The balance of the participation fee is due and must have been received by the event organizer at the latest 28 days before the event start (in this respect, the receipt of payment by the organizer is relevant), as long as the event is not cancelled due to insufficient participant numbers. If less than 28 days remain between receipt of the booking and the event, the participation fee shall be paid in full to the event organizer at the latest 10 days prior to the event (in this respect, the receipt of payment by the organizer is relevant).

(3) In case the deposit has not been received at the latest 10 days after receipt of the confirmation of participation and in case, despite request and reasonable time allowance no payment is made, the event organizer reserves the right to cancel the contract. In this case the event organizer is entitled to charge a fee of 50 Euros as a compensation. The above rights of the event organizer do not apply in case a delay in payment is solely or predominantly the event organizer's fault. The participant's right to prove that no costs or substantially lower costs were incurred by the event organizer shall remain unaffected.

(4) If the participant fails to pay the full participation fee despite a reminder and an extension of time the event organizer is entitled to withdraw from the contract and cancel the booking, unless a significant deficiency of the event exists at that time. The event organizer may apply cancellation fees as detailed in Clause 8 (4) in case of cancellation due to the participant's payment delay. If the participant fails to pay this fee, a 20 Euro charge is applied for the second reminder. The participant's right to prove that no costs or substantially lower costs were incurred by the event organizer shall remain unaffected.

(5) Without full payment of the participation fee prior to the start of the event, the participant is not entitled to participate in the event.

(6) The event organizer has concluded an insolvency insurance in order to secure the participation fees. The organizer provides the participants with the insolvency insurance certificate together with the booking confirmation.

§ 4 Changes to service and price

Changes or deviations from the content of the contract agreed upon, which may become necessary after conclusion of the contract and which are not caused by the travel operator against an act in good faith, are permissible as long as the changes or deviations are not substantial and do not result in a significant change in the travel service and do not impair the overall concept of the booked event. Any applicable warranty claims remain unaffected insofar as the changed services are seriously defective. The event organizer is obliged to immediately inform the participant on changes in the scope of services. If necessary, the participant will be offered a change of reservation or cancellation at no extra cost.

§ 5 Minimum number of participants

In the unlikely event that the minimum number of participants per event (detailed in event information and booking confirmation) is not reached, the event organizer can cancel the event up to 28 days before the event start. In this case the participant will immediately receive a full refund. The event organizer will inform participants without delay, if it is clear at an early point that the minimum number of participants will not be reached.

§ 6 Transfer of booking to other persons

(1) The participant can transfer the booking to another suitable participant up until the start of the event.

(2) The organizer requires sufficient opportunity to check whether the replacement is suitable. The event organizer reserves the right to refuse the transfer if the new participant does not fulfill the special participation requirements or in case their participation is not in line with statutory requirements or official orders.

(3) An administration fee of 30 Euro applies for each change in participant. The participant's right to prove that no costs or substantially lower costs were incurred by the event organizer with respect to the change in participant shall remain unaffected.

(4) The third person entering the contract shares the liability for the full costs of the participation fees and the extra costs incurred through the transfer with the initially registered participant.

§ 7 Safety measures, exclusion of a participant, instant termination by the event organizer

(1) The participant agrees to follow the directions of the event organizer and staff (e.g. guides of the partner and mountain guides) in any respect.

(2) The event organizer reserves the right to immediately cancel the contract for major reasons and to exclude a participant from further participation in the event.

(3) A major reason would be, if despite a warning the participant continues to disrupt the event, to the point that further continuation of the event is not reasonably possible for the event organizer or the other participants. This includes ignoring well-founded safety instructions.

A warning of the participant by the event organizer is not necessary if the participant has substantially disrupted the event. This includes criminal offences and violence of a participant against life and limb, against sexual self-determination and the assets of the event staff, private service providers or their staff as well as other participants.

(4) In this case the event organizer is still entitled to the participation fee unless benefits or savings are incurred by another use of the service(s). Claims to damages of the event organizer shall remain unaffected.

§ 8 Cancellation before the event, cancellation fees

(1) A participant can cancel their booking any time before the start of the event. The cancellation is valid as soon as it has been received by the event organizer. Participants are advised to send the cancellation in writing to the event organizer to the address indicated at the end of these Terms and Conditions.

(2) In case of a cancellation or no-show for the event the event organizer is entitled to an appropriate compensation for any arrangements made until the cancellation / no-show and any costs incurred (cancellation fees) in case the cancellation or no-show is not caused by his failings or does not represent a case of Unavoidable Exceptional Circumstances.

(3) The cancellation fees are set out below in Clause 8 (4). In this respect, any savings made and a possible alternative use of the service are already taken into consideration. The participant's right to prove that no costs or substantially lower costs (cancellation fees) were incurred by the event organizer with respect to the cancellation or the no-show shall remain unaffected.

(4) The cancellation fees are as follows:

+ Cancellation / notification received before 30 days before start: 50% of the participation fee.

+ Cancellation / notification received from 29 days before start: 75% of the participation fee.

+ Cancellation / notification received from 14 days before start: 90% of the participation fee.

+ Cancellation / notification received from 6 days before start: 100% of the participation fee.

(5) The event organizer reserves the right to charge a higher cancellation fee instead of the cancellation charges detailed above, if higher fixed costs are incurred. In this case the event organizer is obliged to provide an itemized breakdown of the compensation claimed by taking the saved expenditures and any alternative use of the travel services into consideration.

(6) The right of a participant to replace their place with another participant remains unaffected, as described in the previous provisions.

(7) It is recommended that participants take out their own private travel and cancellation insurance.

§ 9 Guarantee

(1) Should the event differ from the description in the contract (defects), the participant shall notify the event organizer or their local partner to secure their rights. In this case the participant can demand remedy. The event organizer reserves the right to decline this, should the remedy require a disproportionate level of expense. The event organizer may offer a remedy which has the same value of the service being replaced, in particular the event organizer is at liberty to choose an alternative accommodation of the same value, should there be an accommodation problem.

(2) The participant is entitled to a reduction in the registration fee, if they have immediately informed the event organizer or the local representative / ski host in the resort of the defect. The participation fee is to be reduced accordingly. In this respect, the value of the booked event and the service actually delivered shall determine the final price. If the participant fails to inform the event organizer or the local partner of the defect, they are not entitled to claim a price reduction.

(3) Should there be a significant impairment of the event by a defect, the participant is entitled to terminate the contract in case the event organizer fails, after an appropriate grace period fixed by

the participant, to provide remedy. The participant is entitled to terminate the contract without setting a deadline in case remedy is not possible or has been refused. The same applies if the participant has a special interest in an immediate termination. In this case, the participant owes the event organizer the share of the participation fee that corresponds to the services used, in case these services were of interest to them.

(4) In case of a defect of the event the participant is entitled to claim for damages irrespective of a reduction in price or agreement termination unless the defect of the event is caused by circumstances beyond the event organizer's control. A precondition is, furthermore, that the participant has notified the event organizer of the defect and asked for a correction / remedy.

(5) In case of service disruptions the participant is obliged to cooperate in the framework of statutory regulations, to avoid or limit potential damages. Furthermore, the participant is obliged to immediately inform the event organizer's local contact person on their complaint, if this is possible. In case the participant fails to inform the event organizer's partner of the defect, they are not entitled to claim a price reduction.

§ 10 Exclusion of claims, limitation period

(1) In case the tour is considerably impaired, endangered or considerably hampered because of Unavoidable Exceptional Circumstances both the tour organizer (651h Abs 4 Nr 2 BGB) and the participants (651 h Abs 4 Nr 2 BGB) can terminate the contract. In case of a cancellation before the start of the tour, the participants will be refunded the tour fee. The participants are not entitled to further compensation. However, the tour organizer may claim compensation for services rendered.

(2) In case these circumstances occur after the tour has started, only the participant is entitled to terminate the contract (651I Abs.3). In case the contract is terminated for the aforementioned reasons the extra costs for return transport (if integral part of the contract) shall be split between the tour organizer and the participant (50% each). Otherwise, the extra costs shall be borne by the participants.

§ 11 Liability

(1) The event organizer's liability for damages not caused by injury to life, body or health is limited to the triple value of the event fee if the participant's damage is neither based on intent nor gross negligence and insofar as the event organizer is solely responsible for a damage due to defect of a service provider.

(2) The liability for criminal acts of the event organizer is limited to the triple value of the event fee for damage to property not caused by intent or gross negligence. The maximum liability amount applies per participant and event.

(3) The participant should verify their health status for the event by consulting a physician and by assessing the risks of the sports event.

(4) The organizer does not accept liability for lost or stolen items, clothes and equipment of the participants unless the organizer is responsible for intent or gross negligence in this respect.

(5) The organizer is not liable for reduced performance caused by the fact that a participant is prevented, wholly or in part, from the participation in the event due to statutory regulations and/ or official orders.

(6) The participant herself bears the responsibility for participating in the sports event. The event organizer shall only be liable for accidents caused by the participant's activities if the event organiser has acted culpably.

(7) It is recommended to purchase a private liability insurance, if applicable, a foreign travel health and accident insurance for the type of event and to verify any existing insurances in this respect.

§ 12 Cancellation of the contract for extraordinary circumstances

(1) In case the event is considerably impaired, endangered or considerably hampered because of Unavoidable Exceptional Circumstances both the event organizer and the participants can terminate the contract. In case of a cancellation before the start of the event, the participants will be refunded the event fee. The participants are not entitled to further compensation. However, the event organizer may claim compensation for services rendered.

(2) In case these circumstances occur after the event has started, both parties are entitled to terminate the contract, too. In this case the event organizer will initiate any measures necessary to annul the contract. In case the contract is terminated for the aforementioned reasons the extra costs for return transport (if integral part of the contract) shall be split between the event organizer and the participant (50% each). Otherwise, the extra costs shall be borne by the participants.

§ 13 Passport, visa and health provisions

(1) The participant has to take the references to passport, visa and health provisions on the booking website and, possibly, any changes in subsequent communication into consideration. This information applies to citizens of Germany holding a German passport. Participants of other nationalities refer to the information provided by their respective consulates. It is assumed that no special regulations apply to the participants and fellow travelers (e.g. double nationality, statelessness).

(2) The participant herself is responsible for adhering to the instructions necessary for the implementation of the event. Any disadvantages, in particular payment of cancellation fees resulting from non-compliance with these instructions, shall be borne by the participant, unless these are caused by incorrect or deficient information by the event organizer.

§ 14 Data collection and use of data

(1) Personal data provided by the participant during the registration will be stored and will only be processed to organize and implement the event. This applies, in particular, to the data necessary for payment processes (sec.28 Federal Data Protection Act). By registering the participant approves the storing and use of data for the designated purpose.

(2) The participant agrees that any photographs, videos and interviews on the radio, in TV, print media, books, photomechanical reproduction (movies, video cassettes etc.) made in connection with their participation in the event can be published and distributed without claim for compensation. The participant can contradict this regulation by informing the event organizer in writing, by fax or email.

§ 15 Miscellaneous provisions

(1) This contract is governed by German law.

(2) Jurisdiction is, if this can be lawfully agreed upon, the headquarters of 4elements UG.

(3) Legally binding declarations can only be made towards the participants by the event organizer's authorized persons.

Last amended on 11th November 2022

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