

General Terms & Conditions of ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH



§ 1 Conclusion of the contract

- 1.1. By registering, you are providing us with a binding offer to conclude the contract for the event.
- 1.2. You can register either in writing, verbally or by telephone. Registration carried out by you is also valid for all other participants listed in the registration, for whose contractual obligations you are responsible as you are for your own, so long as you have expressly accepted such an obligation to that effect.
- 1.3. The contract comes into effect with our approval, which requires no specific form. On concluding the contract or immediately afterwards, you will receive from us a written confirmation.
- 1.4. If the content of our confirmation deviates from the content of your registration, we have not accepted your booking but are offering you the conclusion of a contract on conditions which deviate from your registration.

§ 2 Payment

- 2.1. For individual bookings, the invoice is issued together with the booking confirmation.
- 2.2. In the case of events/ group bookings, a final invoice is issued after the assignment has been carried out. Payment of the assignment costs is due 14 days after the final invoice has been issued. In the case of a contract value which exceeds 10.000,- EUR we take the liberty of demanding a down-payment of up to 80% of the contract value, upon providing confirmation or 4 weeks prior to the first day of the event at the latest.
- 2.3. Cancellation fees are to be paid immediately.

§ 3 Services provided/Prices

- 3.1. For the contractual services to be provided, the descriptions for the event duration outlined in our proposal shall apply. Conclusion of a contract under other conditions is not permissible.
- 3.2. So long as nothing additional has been offered, our services include only technical facilities, such as electricity, module sizes and connecting points, which are present and available on site.

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- 3.3. When registering, third-party prospects which are used, such as local or hotel prospects, contain only non-binding information without any guarantee of their content.
- 3.4. The ADAC driver safety training centre is permitted to take photos/film material of the event; this material may be used in advertising brochures/flyers and similar publications free of charge.
- 3.5. We charge up to 15% handling fee for all external services. All external services are fixed in written form and become part of the contract. This fee is included in the offer.
- 3.6. Use of the kitchen/catering facilities at the ADAC driver safety training centre by the contract partner for their own catering or the use of an external caterer:
 - a) The catering facilities at the driver safety training centre are available to all users of the centre; external catering is therefore categorically forbidden.
 - b) If requested, the contract partner is permitted to use the in-house kitchen/catering facilities himself or by a company (external caterer) commissioned by him. In this case, a fee will be charged per day in accordance with the relevant price list.
 - c) If the contract partner uses an external caterer without making use of the available in-house catering facilities of the driver safety training centre, a fee will be charged per day in accordance with the relevant price list for the resulting loss of earnings.
- 3.7. Individual agreements shall only become an integral part of the contract if they have been confirmed by us in writing.

§ 4 Data protection declaration

You hereby agree to allow ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH to collect and process data relating to your booking and the carrying out of your ADAC driver safety training event as needed and, if necessary, to use the required information relating to your ADAC membership. This data may be stored for the preparation and implementation of the ADAC driver safety training event and, furthermore, for advice and support purposes in matters relating to traffic safety. This data may not be passed on to third parties. You may withdraw your consent to store the data for advice and support purposes at any time.



§ 5 Cancelling individual bookings

- 5.1. You may cancel the event at any time prior to its commencement. Your cancellation must be made in writing.
- 5.2. In the event that you withdraw from the contract, we may charge an appropriate level of compensation or make a claim for compensation in accordance with the following:

When cancelling between the 30th and 21st day prior to the event, the cancellation fee will be 20% of the training fee, and between the 20th and 11th day prior to the event, we will charge you 50% of the costs. When cancelling on or later than the 10th day prior to the event, 100% of the costs will be payable. A replacement person can be sent free of charge.
- 5.3. To enable a booking to be changed in the event of, for example, illness, vehicle malfunction or last-minute schedule changes, an additional one-off cancellation indemnity surcharge to the amount (see actual price list) can be paid when making the booking. So long as this indemnity fee has been paid, you have the opportunity to make one (per person and date) change of booking up to 24 hours prior to the beginning of the event at no extra charge. This cancellation indemnity agreement cannot be made in retrospect. Vouchers and special promotions are excluded from this guarantee.
- 5.4. In the event that non-participation in a booked course is cancelled, the course fee is forfeited.

§ 6 Cancelling events (corporate customers/ group booking)

- 6.1. You may cancel at any time prior to the beginning of the event. The notice of cancellation must be provided in writing.
- 6.2. In the event that you withdraw from the contract, we may charge an appropriate level of compensation or make a claim for compensation in accordance with the following:

After signing the contract, from 90 days to 61 days prior to the beginning of the event, the cancellation fee is 50% of the price, from the 60th day until 31 days prior to the beginning of the event, it is 80% of the price, and from the 30th day prior to the beginning of the event, it is 100% of the price.
- 6.3. You have the opportunity to provide us with evidence which might support a lower level of compensation. When calculating the cancellation fee, the date of the first day of the event at 00.00 hours is decisive. The time at which we receive the notice of cancellation is of crucial significance.



§ 7 Event cancellations / Non-utilisation of contract-related services

- 7.1. In the event of important reasons which cannot be foreseen at the time of concluding the contract, we reserve the right to cancel events on the agreed date and to postpone such an event until another date as agreed to by yourself. In this case, you may withdraw from the contract and claim the reimbursement of payments which have already been made.
- 7.2. If the event is significantly hindered, put at risk or compromised as a result of a force majeure which cannot be foreseen at the time of concluding the contract, e.g. adverse weather conditions, natural disasters, war, civil disturbances, strikes, etc., both parties to the contract may cancel or terminate the event prematurely. In such a case, we may claim an appropriate level of compensation for event services which have already been provided for the amount of a maximum of the full price as stated in the contract.
- 7.3. In the event that contractually agreed services are partially or wholly not utilised as of the first day of the event without any previous notice of cancellation having been provided and if no force majeure is present, we retain the right to claim the full price as agreed in the contract.
- 7.4. We retain the right to postpone or cancel courses if fewer than 4 participants have registered.
- 7.5. In the event that, for reasons of goodwill, a voucher for the safety training is redeemed, an administration fee of €15 will be charged.

§ 8 Guarantee/Breaches of contract

- 8.1. We guarantee the diligent preparation and staging of the event, the careful selection of service providers, the correctness of the specification of services provided, as well as the proper provision of the services agreed in the contract. We are entitled to take remedial action by providing an equivalent replacement service. Furthermore, we may refuse remedial action if this requires a disproportionate level of expenditure.
- 8.2. We are not responsible for breaches of contract with third-party events which are only procured as external services and which are expressly identified as external services in the description and confirmation, and in this respect, we provide no guarantee for the non-participation of a party which has been contracted by us in such special events.
- 8.3. In the event of any breaches of contract occurring, you are obligated to take all reasonable steps within the scope of your legal obligations in order to contribute to the rectification of the respective breach and to keep any resulting damages to a



minimum. In particular, you are obligated to register your complaints to our representative or the service provider at the event immediately. They are instructed to take remedial action so long as this is possible and reasonable within an appropriate period of time. You may ask our representatives/service providers for a written account of the individual complaints or a confirmation of receipt of your written complaint. Neither our representatives nor our service providers have any further authority, in particular relating to the issue of legally binding statements.

- 8.4. For the duration of the provision of one of our services which is not as stipulated in the contract, you may ask for an appropriate reduction of the contractual total price, provided that you have not culpably failed to report the deficiency (cf. § 7.3.).

§ 9 Liability for personal injury and damage to property

- 9.1 Our liability for damages caused by us or our representatives is limited – with the exception of cases of intent or gross negligence – to €5,000,000 for personal injury and for purely material damage per event.
- 9.2. The ADAC Fahrsicherheitszentrum Berlin-Brandenburg has no liability in case of rentals and self accomplished trainings. (as in §10).

§ 10 External services/rental services: liability for personal injury and damage to property

- 10.1. Damage to property caused by you or your event participants is to be reported immediately. We reserve the right to be solely responsible for commissioning the necessary repair work to be carried out and to present you with the resulting repair costs for reimbursement.
- 10.2. You give us your assurance that all participants who are drivers of a motor vehicle within the context of the event possess a valid driver's licence for the respective class of vehicle.
- 10.3. You are obligated to take out an appropriate insurance policy to cover any risks relating to your event, and in particular, an event organiser's liability insurance, and to provide evidence that such an insurance policy has been taken out prior to the beginning of the event. You and all your contractors take all risk and responsibility for actions/content/ training exercises accomplished on rented surfaces.

- 10.4. For externally organised events, we will not enter into any legal transactions with the event participants and we are exempt from any liability resulting from the business relationship between the external event organiser and the participants. We will provide the renting party with detailed instructions on how to use the training facility. In addition, you exempt us from all claims which might be made against us by event participants or other third parties in connection with the event, and in particular, in relation to the notification, organisation and implementation of an externally organised event. We accept no liability for damage which is caused to the renting party or participants resulting from events of force majeure.

§ 11 Conditions for participating in ADAC driver safety training

- 11.1. In the interests of safety, it is of crucial importance that the trainers' instructions are observed throughout the course. Therefore the participant is liable for being able to speak and understand German. In the event that these instructions or the German Road Traffic Regulations (StVO) are contravened, resulting in the participants themselves, other persons or property of significant value being put at risk, a participant may be excluded from the course without any right to claim reimbursement of the course fees.
- 11.2. Only those in possession of a driver's licence which is valid for the respective training vehicle may participate. The event organiser may ask for the driver's licence to be produced for inspection prior to the beginning of the event. Those who are in possession of a restricted licence requiring the presence of an accompanying authorised driver may only participate in the training event together with the respective accompanying person.
- 11.3. 11.3. The trainingsprice does not include vehicles. The participant himself is responsible for the roadworthiness of his or her vehicle. There will be no inspection of the vehicle carried out by the event organiser. The training vehicle must be registered for use on the road and appropriately insured. In all passenger car trainings, participation is only possible with vehicles that are not heavier than 2600 KG, fall below a maximum permissible total mass of 3000 KG and have a maximum axle width of 190 cm. Vans are explicitly excluded from car training courses.
- 11.4. The entire premises of the training facility are subject to the German Road Traffic Regulations (StVO) and the Road Traffic Licensing Regulations (StVZO). The company regulations and

“rules of the game” which apply to the event location must be observed at all times.

- 11.5. Participants must behave in a disciplined manner throughout the driver safety training event. In particular, the trainers’ instructions must be observed.
- 11.6. The use of alcohol or drugs is strictly prohibited throughout the driver safety training event.
- 11.7. Participants in driver safety training events for motorbikes are obligated to wear full motorbike protective clothing, including a legally approved helmet, motorbike gloves and motorbike boots.
- 11.8. The limit values of 85 DB applicable according to the sound insulation regulations of the FSZ must be complied with. Only standard exhaust systems and sports exhaust systems with ABE are permitted. Air filters and airboxes must be installed. If exceeded, participants will be excluded from the course without claims for compensation. The FSZ reserves the right to take measurements.
- 11.9. During the practical part of the driver safety training event, all participants are required to wear a seat belt.
- 11.10. With exception of off-road and motorbike trainings, participants may only take accompanying persons with them by arrangement with the event organiser and against payment. Accompanying persons hereby do not take part in introduction and summarization. Only an inactive participation is allowed. The rules for guests are valid. If a trainer excludes an accompanying person due to reasonable causes, the paid amount will not be refunded. Participation of male guests in “Women-Training” and adults over 25 years in youth-Trainings are not allowed. Those who are in possession of a restricted licence requiring the presence of an accompanying authorised driver are an exception. In Motorbike –trainings guests are not allowed and “Sozius” however will be permitted, hereby regarding §11.7.

With the exception of off-road and motorcycle training, one person per course participant can participate in the training as an accompanying person for a fee. The fee is to be paid on site on the day of the training and includes only the right to inactive participation in the practical part of the training. Excluded is participation in the welcome and closing round. The "Rules of the Game for Co-Passengers" to be signed by the accompanying person apply. In case of exclusion of the trainer during the training for weighty reasons, there is no claim for compensation or claim



for reimbursement of the fee. It is not possible for accompanying men to participate in the ADAC Car Women's Training and to accompany persons over 25 years of age in the ADAC Young Driver Training. An exception is "accompanied driving at 17". In motorcycle trainings, only the "pillion" operation is allowed from the age of 18 and taking into account the above-mentioned payment and the application of § 11.7. (protective clothing).

- 11.11. Children and Babys under 10 years may not be brought to the training event. We do not recommend any participation under 14 Years.
- 11.12. Participants are not permitted to take animals with them neither in the car nor on the track. Animals must permanently be supervised and are not allowed in the restaurant or in the seminary rooms.
- 11.13. Participants must be on the Training site 15 minutes prior to the official start. In case of delay of more than 45 minutes a participation will be denied without any right to claim reimbursement of the course fees.
- 11.14. Certifications, attestations will only be handed out if the participant takes part in the complete training, not missing more than 30 minutes.
- 11.15. Private film and video recordings during the training are permitted. If these are distributed publicly (e.g. YouTube, Facebook, etc.), the legal provisions must be complied with. The owner of the materials is liable for possible improper actions. The inclusion of third parties is only possible after approval. The use of drones is only permitted with permission.

§ 12 Hospitality

Any form of hospitality in connection with the event carried out by us is to be agreed with us beforehand.

§ 13 Use of the ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH logo

Any use of the name as well as protected trademarks of ADAC e.V. and ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH are to be presented to ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH beforehand in order to obtain their written authorisation.

§14 Consumer Dispute Resolution (Verbraucherstreitbeilegungsgesetz)



According to the Consumer Dispute Resolution, the ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH does not participate at a resolution with an arbitration board.

Das ADAC Fahrsicherheitszentrum Berlin-Brandenburg GmbH nimmt nicht an einem Streitbelegungsverfahren vor einer Verbraucherschlichtungsstelle nach dem Verbraucherstreitbeilegungsgesetz teil.

The place of jurisdiction is Potsdam; where not admissible, the legal place of jurisdiction shall apply.