



General Terms and Conditions of Black Falcon GmbH & Co.KG (hereinafter referred to as BF GmbH & Co.KG)

1. GENERAL

1.1.

The following terms and conditions apply – unless explicitly agreed otherwise – to all our events or services, regardless of whether we ourselves or a third party are the organizer. These terms and conditions shall also apply to all future business relations between the contracting parties. This applies in particular if services are provided in future on the basis of oral orders.

1.2.

The place of performance for both contracting parties shall be the venue of the event.

1.3.

For all disputes arising from the contractual relationship, if the contractual partner of BF GmbH & Co. KG is a fully qualified merchant/businessman, a legal entity under public law or a special fund under public law, legal action shall be brought before the court having jurisdiction for the registered office of BF GmbH & Co. KG. This place of jurisdiction shall also apply in the event that the party to be sued for moves its domicile or habitual residence outside the scope of application of the German Code of Civil Procedure after conclusion of the contract or its domicile or habitual residence is unknown at the time the action is filed.

1.4.

In business relations with partners from abroad, both contracting parties assume that all contracts are subject exclusively to German law.

1.5.

The invalidity of one or more clauses of these General Terms and Conditions shall not result in the invalidity of all clauses. Rather, both contracting parties shall regard the clauses not affected by the invalidity as fully effective. Instead of the ineffective clauses,

BLACK FALCON

the one shall be deemed agreed which comes closest in economic terms to the ineffective clause in legally permissible form.

2. CONCLUSION OF CONTRACTS

2.1.

All service agreements must be made in writing. Collateral agreements and amendments to the original agreements shall only be valid if expressly confirmed by BF GmbH & Co. KG.

2.2.

Vicarious agents of BF GmbH & Co. KG are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the content of the written contract.

2.3.

BF GmbH & Co. KG reserves the right to postpone or cancel events if too few participants have registered or if the event cannot be held due to force majeure.

3. PRICES AND TERMS OF PAYMENT

3.1.

The services of BF GmbH & Co. KG shall be invoiced in accordance with the contractual agreement. Unless otherwise agreed, invoicing shall be based on time and effort. The following general provisions apply to all manner of accounting/calculation/invoicing:

3.1.1.

If the services of BF GmbH & Co. KG are delayed due to circumstances for which BF GmbH & Co. KG is not responsible, all additional costs incurred by BF GmbH & Co. KG shall be reimbursed by the contractual partner.

3.1.2.

Payments made by the contractual partner to vicarious agents of BF GmbH & Co. KG shall not have any debt-discharging effect on BF GmbH & Co. KG. Exceptions require special agreement.

BLACK FALCON

3.1.3.

If BF GmbH & Co. KG performs services at the request of the contractual partner which are not provided for in the contract, these services shall be invoiced separately according to time and effort.

3.1.4.

If BF GmbH & Co. KG must perform services at times or under circumstances which deviate from the conditions stipulated in the contract and require additional expenditure for reasons for which it is not responsible, the contractual partner must pay the corresponding additional prices if it has been informed by BF GmbH & Co. KG in good time of the changes to the conditions. The contractual partner of BF GmbH & Co. KG shall certify the time spent by the personnel of BF GmbH & Co. KG on the certificate submitted to it. If the contractual partner does not issue the certificate in good time, the records of the personnel of BF GmbH & Co. KG shall serve as the basis for invoicing.

3.2.

50% of the anticipated event costs are due upon receipt of the booking confirmation. The second 50% are due upon receipt of the invoice, at the latest 10 days before the event.

3.3.

Variable costs, the amount of which will not be determined until the end of the event, shall become due upon receipt of the invoice, which shall be issued after the end of the event.

3.4.

Both the agreed prices and the variable costs shall be paid without any deduction to the paying agent designated by BF GmbH & Co. KG. In particular, the deduction of any discounts is not permitted.

3.5.

All payments are due immediately upon receipt of the relevant invoice. The contracting party shall automatically be in default as of the 28th day after receipt of the invoice.

Interest on arrears at a rate of 10% p.a., but at least 5% above the base rate, shall be payable from the time of default. BF GmbH & Co. KG reserves the right to prove higher damages caused by delay.

3.6.

BLACK FALCON

Insofar as payment instructions, cheques or bills of exchange are accepted, this shall only occur on account of performance. All costs of collection, payment transaction, discounting etc. shall be borne by the contractual partner in addition to the agreed price.

3.7.

A payment is only deemed to have been made when BF GmbH & Co. KG can dispose of the amount. In the case of cheques, payment shall not be deemed to have been made until the cheque has finally been credited to BF GmbH & Co. KG.

3.8.

The contractual partner may only offset such counterclaims or assert rights of retention in respect of such claims which are undisputed or have been established as legally binding. The assertion of rights of retention by the contractual partner is only permissible insofar as it is based on the same contractual relationship.

3.9.

If BF GmbH & Co. KG becomes aware of circumstances which cast doubt on the creditworthiness of the contractual partner, in particular if a cheque is not honoured or if the contractual partner suspends payments, BF GmbH & Co. KG shall be entitled to demand payment of the entire remaining debt. In this case, BF GmbH & Co. KG is in particular entitled to demand advance payments or securities.

4. CANCELLATION TERMS

In the event of withdrawal from the contract, the following costs shall become due immediately:

- 10% of the agreed price up to the 60th calendar day before the start of the event.
- 60 % of the agreed price between the 59th and 22nd calendar day before the start of the event.
- 80 % of the agreed price between the 21st and 6th calendar day before the start of the event.
- 100% of the agreed price within the last 5 calendar days before the start of the event.

The contractual partner is permitted to prove that the amount or damage invoiced by BF GmbH & Co. KG in the concrete case has not arisen at all or is substantially lower than the lump sum demanded.

5. LIABILITY

5.1.

BLACK FALCON GmbH & Co. KG | Gottlieb-Daimler-Straße 9 | 53520 Meuspath

BLACK FALCON

Participation in events is at the risk of the participants. Before the start of the event, each participant must expressly agree in writing to a disclaimer of liability for himself/herself and also for any legal successors.

5.2.

In cases in which the contractual partner is not identical with the participant of the event, the contractual partner releases BF GmbH & Co. KG or its vicarious agents – as far as legally permissible – from any liability towards the participants.

6. INSURANCE

For events organised by BF GmbH & Co. KG, organiser liability insurance has been taken out. For events abroad, we recommend that participants take out private international health insurance. Our vehicles are comprehensively insured with deductible.

7. DATA PROTECTION

BF GmbH & Co. KG is entitled to collect and process data to the extent necessary in connection with bookings and the execution of an event and, if necessary, to use the data required for an existing membership. These data may be stored for the time of the preparation and execution of the event and beyond for consultation, support and statistical evaluations. The data will not be disclosed to third parties. The participant grants BF GmbH & Co. KG free of charge and irrevocably the right to use the photographs or videos taken during an event on the training grounds by BF GmbH & Co. KG or third parties commissioned by BF GmbH & Co. KG with the respective presentation, unlimited in space and time.

In terms of content, this includes the use in digital, print and storage media for the purpose of advertising goods or services exclusively by BF GmbH & Co. KG and its partners, regardless of whether these purposes, goods or services already existed or were known at the time of signing. The right of use also includes digitalisation and electronic image processing, such as retouching or montage. Excluded from this are pictures and videos taken by participants with their own equipment during their stay on the training grounds. The storage of the data can be revoked at any time in writing. For this purpose, an informal letter to Black Falcon GmbH & Co KG, Gottlieb-Daimler-Str. 9, 53520 Meuspath or an e-mail to events@black-falcon.de is sufficient.

Further information on the subject of data protection can be found in our data protection declaration at <https://www.black-falcon.de/datenschutzerklaerung>.

BLACK FALCON

