

# SPECIAL TERMS AND CONDITIONS FOR BERLITZ KIDS AND TEENS CAMPS

## BERLITZ AUSTRIA GMBH

All expressions relating to personal data refer equally to men and women.

### 1. VALIDITY OF STANDARD TERMS AND CONDITIONS

1.1. The following general terms and conditions ("GTC") of Berlitz Austria GmbH, Graben 13, 1010 Wien, Austria (hereinafter "Berlitz"), shall apply as a binding basis for all contractual relationships between Berlitz and the consumers and entrepreneurs who make use of products and services offered by Berlitz (hereinafter also referred to jointly as "users" or "customers"). When a contract is concluded via the Internet services of Berlitz at [www.berlitz.at](http://www.berlitz.at), these terms and conditions are accepted by the user, particularly when the corresponding buttons are clicked. A "consumer" is defined as any natural person who enters into a legal transaction for a purpose that does not correspond with their independent professional work. An "entrepreneur" is defined as any natural person, legal person or business partnership who or which in entering into a legal transaction does so in exercise of his or its trade, business or profession. Regulations of these GTC which are expressly designated as applying to entrepreneurs shall not apply to consumers.

1.2. Certain services and/or products offered by Berlitz can be subject to separate contractual and/or registration conditions as a result of which the regulations of these GTC are supplemented. These are referred to separately as applicable in connection with a given service or product. Such separate, special conditions which vary from these GTC shall take precedence over the regulations of these GTC.

1.3. The contract language is German.

1.4. Conditions of purchase and other terms and conditions of commercial customers shall only apply if and insofar as their validity has been explicitly recognized by Berlitz in writing.

### 2. CONCLUSION OF CONTRACT

Except as otherwise stated in these terms and conditions under special offers, the offers made by Berlitz in the catalogs do not constitute a binding offer to conclude a travel contract, but merely an invitation to the customer to submit an application (contract offer by the customer). The binding registration is carried out by the customer for all the participants specified in the application. The customer vouches for their contractual obligations as well as for his own, insofar as he/she has assumed a corresponding separate obligation by means of an express, separate declaration. The travel contract is concluded by a written confirmation of order, which Berlitz sends by email together with the invoice.

### 3. CONSUMER WITHDRAWAL RIGHTS FOR DISTANCE SELLING CONTRACTS AND FOR CONTRACTS CONCLUDED OUTSIDE OF BUSINESS PREMISES

#### Information on right of withdrawal

##### Right of withdrawal

You are entitled to withdraw from this contract within 14 days without stating any reason. The withdrawal period is 14 days from the date the contract was signed. To exercise your right of withdrawal, you must inform us (Berlitz Austria GmbH, Graben 13, 1010 Wien, Tel: 01/27 28 340 - 455, Fax: 01/27 28 4004, E-Mail: [shop-ruecktritt@berlitz.at](mailto:shop-ruecktritt@berlitz.at)) of your decision to withdraw from this contract in a clearly-worded

declaration (e.g. by letter, fax or email). You may use the enclosed model withdrawal form for this purpose, however this is not obligatory. You also have the option of electronically filling in and submitting the model withdrawal form or any other clearly-worded declaration on our website, [www.berlitz.at](http://www.berlitz.at). If you use this option, we will immediately send you confirmation (e.g. by email) of receipt of your declaration of withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We shall carry out such reimbursement using the same means of payment as that used by you for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you ask for the performance of services to begin during the withdrawal period, you shall pay us an amount which is in proportion to the services provided up to the point when you communicated to us your withdrawal from this contract, measured against the full scope of the contract.

The right of withdrawal applies only to consumers and not to entrepreneurs. Moreover, this right of withdrawal applies to consumers only in the context of contracts concluded outside of business premises and so-called distance contracts, i.e. contracts which are negotiated and concluded between the entrepreneur or someone acting in his/her name or on his/her instructions and the consumer exclusively using means of distance communication, unless the contract is not concluded in the context of an organized distance sales or service-provision scheme. Means of distance communication are all means of communication which can be used to initiate or conclude a contract without the simultaneous physical presence of the contracting parties, including but not limited to: letters, catalogs, telephone calls, faxes, emails, mobile text messages (SMS), radio and television.

### 4. STATEMENTS OF PRICES AND PAYMENT CONDITIONS

4.1. Berlitz services and products are charged at the prices that applied when the order was placed.

4.2. The prices stated on [www.berlitz.at](http://www.berlitz.at) and in Berlitz camp catalogs are final prices and include statutory value added tax insofar as this tax is chargeable for the service or product in question. Face-to-face language instruction is exempt from value added tax in Austria meaning no value added tax is charged in this case.

4.3. The applicable fees are listed in the individual service or product descriptions in the brochure. The user agrees to pay this price. Payment is due when ordering the service or product.

4.4. Payment in the online shop can be made by bank transfer or by credit card. Payment for products or services booked via a Berlitz center can be made by bank transfer or in cash. Payment processing is handled by SIX Payment Services (Germany) GmbH, Langenhorner Chaussee 92-94, 22415 Hamburg, using the platform SaferpayTM.

4.5. If the customer does not make the down payment or fails to make the remaining payment within the aforementioned due deadlines, Berlitz is entitled to withdraw from the contract after making a payment demand with set deadline on pain of refusal of further performance, and to charge withdrawal costs to the traveler pursuant to section 8.

### 5. PARTIES TO THE CONTRACT

The parties to the contract are Berlitz Austria GmbH and the legal guardian who signed the registration form authorizing the child's participation. Therefore, the legal guardian who signed the form is the "customer" within the meaning of these terms and conditions. In registering the child, the customer confirms that all the child's legal guardians consent to the child's participation in the camp. Should this not be the case, the customer is liable to Berlitz for any resulting damage, losses and/or claims arising. Furthermore, the legal guardian is obliged to inform Berlitz if the participant is impaired from taking part in the sports offered due to health reasons.

### 6. SUBJECT MATTER OF THE CONTRACT

The subject matter of the contract is the legally binding participation in the language camp offered according to the descriptions contained in the Berlitz camp catalog and on the Berlitz website ([www.berlitz.at](http://www.berlitz.at)).

In the event that changes and variations in individual services from the agreed content become necessary after the conclusion of the contract and are not brought about by Berlitz contrary to good faith, such changes and variations are permitted as long as they are not extensive, do not significantly alter the overall service and do not impair the offer of the trip as a whole. Berlitz agrees to inform the customer of all changes and variations to the services agreed and the reason for the change without culpable delay upon becoming aware of them. Any warranty claims remain unaffected, should any amended services be faulty or incomplete. In the event of necessary, extensive changes or variations to individual services, the customer is entitled to withdraw from the travel contract without penalty. Alternatively, the customer may demand participation in another language camp of equal or greater value, provided that Berlitz is in a position to offer such an alternative language camp from its own range of offers at no extra cost to the customer. The customer must assert this right vis-à-vis Berlitz without culpable delay upon receipt of a declaration from Berlitz informing the customer of the change to the agreed service. This declaration by Berlitz informing the customer of the change must be made directly to the customer without delay as soon as Berlitz becomes aware of the reason that justifies the change.

### 7. DURATION OF CONTRACT AND CANCELLATION

The duration of the contract is based on the content of the service description for the camp booked. Cancellation during the duration of the contract is only possible for good cause. Good cause must be credibly demonstrated at the time of cancellation. Corresponding documentary evidence must be attached. If the trip is seriously hindered, endangered or impaired due to unforeseeable force majeure (e.g. extreme weather conditions at the course location) then both Berlitz and the customer may cancel the contract. If the contract is cancelled, Berlitz may demand reasonable compensation for the services that have been or must still be rendered in order to terminate the trip.

## 8. WITHDRAWAL FROM THE CONTRACT

8.1. The customer may withdraw from the trip at any time before its commencement. The date on which Berlitz receives the notice of withdrawal is definitive. We recommend that the customer provide notice of withdrawal by means of a registered letter with proof of receipt to Berlitz Austria GmbH, Graben 13, 1010 Wien, Austria.

The customer is not obliged to pay the cost of the travel package if they withdraw from the contract. However, Berlitz may still demand reasonable compensation. This is determined on a pro-rata basis as follows:

- Withdrawal at least 2 weeks before the agreed departure date: €150.00
- Withdrawal less than 2 weeks before the agreed departure date: 100% of the price of the travel package
- If the customer does not start the trip but did not issue a notice of withdrawal or cancellation: 100% of the travel package price.

In all cases, the customer is then at liberty to prove to Berlitz that the expenses and effort saved through the participant's absence as well as other use of the travel services that thus became available justify a lower level of compensation or none at all.

### 8.2. Berlitz's right of withdrawal

If the minimum number of 10 participating persons is not achieved, Berlitz may withdraw from the travel contract in accordance with the following provisions: Withdrawal by Berlitz is possible up to 2 weeks before the agreed departure date. Berlitz is obliged to inform the customer once it has been established that the trip will not be held because the minimum number of participants has not been reached. In this case, Berlitz will send a notice of withdrawal to the customer without delay and the cost of the travel package paid by the customer will be refunded immediately. In the event of withdrawal by Berlitz because the minimum number of participants has not been reached, the customer may request participation in another language camp of equal or greater value, if Berlitz is able to offer such a camp from its own range of offers, at no extra expense to the customer. The customer must assert this right vis-à-vis Berlitz without delay upon receiving the notice of withdrawal by Berlitz. Berlitz may cancel the contract after departure with immediate effect if a participant continually disrupts implementation of the contract despite receiving a warning from Berlitz or if the participant behaves in violation of the contract to such an extent that immediate cancellation of the contract is justified. If Berlitz is forced to cancel the contract for good cause, Berlitz retains its fundamental right to receive the travel price; however, Berlitz must take into account the value of the expenses and effort saved through the participant's absence as well as any revenues from other use of services not used by the participant, including any amounts credited to Berlitz by its service providers.

## 9. LANGUAGE CAMP RULES, INTERRUPTION AND PREMATURE TERMINATION OF STAY

Children and adolescents must comply with the camp's house rules and follow the instructions of its supervisors. The consumption of alcohol or illicit drugs is strictly forbidden. We do not grant any refund for services that were not used or for payments already made for children who interrupt or terminate their stay in the camp prematurely for reasons for which Berlitz bears no responsibility (e.g. early departure due to illness or homesickness). Children with infectious diseases cannot be allowed to continue their stay in the camp in order to avoid the risk of infecting other participants as much as possible. A refund is also excluded if a child has to leave the camp due to their own misbehavior. The legal guardians are obliged to ensure the immediate collection of the participant if so requested by Berlitz. Should a child need medical assistance during their stay in the camp, all additional expenses such as for visits to doctors and hospital as well as for other required medical care are to be borne by the legal guardians. These costs are to be reimbursed immediately upon presentation of receipts insofar as they have been paid in advance by Berlitz. Berlitz strongly recommends taking out an individual travel cancellation and curtailment insurance policy before the commencement of travel.

## 10. SUBSTITUTE PROGRAMS

In the case that performance of a program item becomes impossible in a particular case due to force majeure (e.g. bad weather), Berlitz reserves the right to implement a substitute program. Cancellation of the camp because of such a change to a program item is not possible.

## 11. WARRANTY, REMEDY

11.1. If the trip is not provided in accordance with the contract and there is thus a deficiency in the trip, the customer is entitled to demand a remedy. Berlitz can refuse the remedy if this would involve disproportionate effort. Berlitz may also provide a remedy in such a way that substitute performance of equal or greater value is provided. The customer may demand a corresponding reduction in the price of the travel package for the time during which the trip was not conducted in accordance with the contract. The travel price is reduced in accordance with the ratio of the full value of the defect-free trip as agreed at the time of sale to its actual value in view of the defect. There is no right to a reduction in price if the customer culpably omitted to notify Berlitz of the defect.

11.2. If the trip is seriously impaired as a consequence of a deficiency and if Berlitz does not provide any remedy within a reasonable period of grace to be set by the customer, the customer may cancel the travel contract in accordance with the statutory provisions. We recommend that the customer declare such cancellation by means of a registered letter with proof of receipt. A period of grace for providing a remedy may be dispensed with only if there is no remedy, or if Berlitz definitively refuses to provide a remedy, or if immediate termination of the contract is justified by a special interest on the part of the customer. As a result of such a cancellation by the customer, Berlitz loses its right to be paid the price of the travel package. However, Berlitz may demand compensation for the travel services that have already been rendered as well as for the travel services, if any, which are to be rendered in order for the customer to complete the trip. The amount of this compensation in relation to the original travel package price shall be calculated according to how much lower the value of these services is in relation to the value of the original entire package. However, the customer shall not be required to pay any compensation if these services are of no further interest to the customer after the contract is cancelled.

The customer may demand compensation for non-fulfillment without prejudice to their mitigation or cancellation rights unless the deficiency in the travel package is due to circumstances for which Berlitz bears no responsibility.

## 12. LIMITATION OF LIABILITY

12.1. The customer acknowledges that Kids & Teens Camps are camps with sports and leisure activities - especially outdoors - and confirms as legal guardian that the participant is both physically and mentally fit enough to take part and has the necessary capabilities. (in particular, the guardian confirms the participant's ability to swim). Furthermore, the legal guardian is obliged to inform Berlitz if the participant is impaired from taking part in the sports offered due to health reasons.

12.2. Berlitz shall be liable for damages only in the case of intent and culpable negligence. Berlitz is also liable for the negligent breach of essential contractual obligations (cardinal obligations), i.e. obligations whose violation jeopardizes achieving the purpose of the contract and on whose fulfillment a contractual partner may ordinarily rely on. However, in the case of negligent breach of cardinal obligations, Berlitz is only liable for the foreseeable damages typical for this type of contract. It should be noted that Berlitz cooperates with partners, for whose acts or omissions Berlitz assumes no liability.

12.3. The aforementioned exclusions shall not apply in the case of damage or injury to life, limb or health. Liability under the Product Liability Act shall remain unaffected. Any exclusion or limitation of liability by Berlitz also applies to the personal liability of its legal representatives, employees and other vicarious agents.

12.4. If Berlitz does not either intentionally or through gross negligence bring about a particular instance of damage or loss, Berlitz's liability for contractual compensation claims not related to physical injuries shall be limited to three times the price of the travel package. The same shall apply even if Berlitz is liable for such damage or loss only because of a fault of one of its agents or executive employees.

Berlitz's liability is also restricted to three times the price of the travel package in the case of compensation claims for property damage due to unlawful acts unless these claims are caused by intent or gross negligence.

Berlitz assumes no liability for damage to health or other injuries to participants or third parties unless these are to be attributed to conduct of Berlitz or its supervisory staff that is culpably in violation of their duties. The same applies to loss, theft or damage relating to items brought by a participant to the camp. Insofar as damage to property of third parties is to be attributed to culpable conduct of the participant, the customer in question shall be liable. This applies most especially to camp facilities and items brought into the camp by Berlitz. Thus the customer agrees to review his or her current third-party liability and personal accident insurance (family insurance) policies accordingly. Berlitz recommends, purely as a precaution, that expensive electronic devices, jewelry and similar valuables should not be brought into the camp.

## 13. ADVERTISING

Customer data is stored when the contract is concluded in particular for the purpose of contract execution and is saved for the period of time prescribed by statutory regulations. Attention is drawn to the privacy statement of the web shop. With the exception of any compulsory transmission required by law, data is transferred only to a credit card company or the shipping company in the case of materials that are delivered by post. Berlitz uses and processes the personal data of each customer for its own promotional purposes by sending the customer information about goods or services which are similar to those already ordered or booked by the customer. The customer may revoke permission to this use of his or her data at any time by sending an email with subject line "Datenschutz" berlitz.kids@berlitz.at. The customer's data shall then be deleted.

## 14. FINAL PROVISIONS

14.1. The law of the Federal Republic of Austria shall apply to the exclusion of the UN convention on the International Sale of Goods (CISG). The area of jurisdiction is Berlitz's headquarters, i.e. Vienna, unless another court is legally obliged to take responsibility. All amendments and additions to the contract must be in writing. A cancellation thereof also requires the written form. Should one of the above provisions be or become ineffective, the validity of the remaining provisions is not affected.

14.2. These terms and conditions are available in different languages. In the event of any inconsistencies between the German version of the terms & conditions and any of the official translations, the German version has priority.

14.3. The area of jurisdiction is Berlitz's headquarters, i.e. Vienna, unless the customer is not a consumer, but a merchant, legal entity under public law, or public separate estate, or if the customer has moved his domicile or habitual residence abroad after conclusion of the contract, or his/her domicile or usual residence is not known at the time of the institution of legal proceedings.

14.4. All amendments and additions to the contract must be in writing. Should one of the above provisions be or become ineffective, statutory provisions shall apply. The principle of the primacy of individual agreements has precedence for consumers. Status: 01.03.2016