



## General terms and conditions for bookings of adventure offers

### § 1 General, Scope of the GTCs

- (1) All deliveries and services shall be provided exclusively on the basis of the following General Terms and Conditions (hereinafter referred to as "GTC") in the version valid at the time of the order.
- (2) Provider is the island municipality and spa administration Juist, Strandstraße 5, 26571 Nordseebad Juist.
- (3) Customer within the meaning of these Terms and Conditions can be both consumers and entrepreneurs (hereinafter "Customer"). Consumers within the meaning of the Terms and Conditions are natural persons who conclude contracts predominantly for a purpose that can be attributed neither to their commercial nor to their professional activity. Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity when concluding a contract with the Provider.

### § 2 Conclusion of Contract, Formation of Contract, Content of Performance

- (1) Our offer is binding. With your order you accept our offer to conclude a contract. The contract is concluded with the dispatch of your order to us. You will receive an order confirmation by e-mail.
- (2) You make a booking by placing the selection of your experience offers in the shopping cart on [erlebnis.juist.de](https://erlebnis.juist.de) and confirming the shopping cart with "Checkout". Then enter your contact details and optionally data for an invoice dispatch. The booking process continues with the button "Continue with payment". After the payment method has been selected in the next step, the booking is bindingly ordered with the "Buy now" button. Subsequently, the booking confirmation and the electronic tickets are sent by e-mail to the address you specified.
- (3) For certain experience offers, alternative ordering methods may be offered. For these, the conclusion of the contract deviates from the processes described in the aforementioned paragraph. In all other respects, however, these terms and conditions shall apply accordingly to the alternative ordering channels if they have been duly included.
- (4) Additional conditions may apply to the respective experience offer, which you will find directly with the offer description in each case.
- (5) The concrete service content results exclusively from the experience offer and the booking confirmation.
- (6) Speakers are not authorized by the provider to make any assurances or agreements that go beyond or contradict the provider's service descriptions.
- (7) Customers have no right to demand that an experience offer is carried out by a specific speaker. This also applies if the experience offer was announced with the name of a specific speaker.

- (8) The provider is entitled to change the place and time of the experience offer if this is necessary for factual reasons. In this case, the customer has a special right of withdrawal.
- (9) The customer undertakes to comply with the house rules applicable at the respective venue.

### **§ 3 Storage of the contract text**

We store your order, the entered order data and the entire contract text. We will send you a booking confirmation by e-mail with all booking data and the entire text of the contract. You also have the option to print both the order and the terms and conditions before sending the order to us.

### **§ 4 Right of withdrawal for consumers**

The following right of withdrawal applies only to consumers in distance selling:

#### **Cancellation policy Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us (Inselgemeinde und Kurverwaltung Juist, Strandstraße 5, 26571 Nordseebad Juist, Fax: +49 (0)4935 809 809, E-Mail: service(at)juist.de) by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached sample cancellation form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods which is not necessary for the inspection of the condition, properties and functioning of the goods.

#### **Exclusion of the right of withdrawal**

Pursuant to Section 312 g (2) No. 9, the right of withdrawal shall not apply to contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, the transport of goods, motor vehicle rental, the supply of food and beverages, and the provision of other services in connection with leisure activities if the contract provides for a specific date or period for the provision.

### **§ 5 Model cancellation form**

(If you want to cancel the contract, please fill out and return this form).

To

Island municipality and spa administration Juist  
Strandstraße 5  
26571 North Sea resort Juist  
Fax: +49 (0)4935 809 809  
E-mail: service(at)juist.de

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of consumer(s) Address of  
consumer(s)

Signature of the consumer(s) (only in case of notification on paper)

Date

(\*) Delete as applicable.

#### **§ 6 Prices and shipping costs**

All prices are inclusive of the statutory value-added tax. The tickets will be sent electronically by e-mail only.

#### **§ 7 Terms of payment**

Payment can be made by credit card, Giropay, Sofortüberweisung or SEPA direct debit via the payment service provider Stripe. We reserve the right to exclude individual payment methods. When paying by Sofortüberweisung, you will be redirected directly from the ordering process to the payment pages and make the transfer. If you pay by direct debit, your account will be debited when the tickets are shipped.

#### **§ 8 Warranty**

The warranty is provided in accordance with the statutory provisions.

#### **§ 9 Liability for damages and reimbursement of expenses**

- (1) If you are a consumer, we are liable for damages according to the statutory provisions.
- (2) If you place your order with us as an entrepreneur, the following shall apply in case of our contractual liability for damages according to paragraph (2) to paragraph (7):
  - a) If the claims are based on an intentional or grossly negligent breach of duty by us, our representatives or our vicarious agents, we shall be liable for damages in accordance with the statutory provisions.
  - b) If we or our representatives or vicarious agents have breached an obligation due to slight negligence, the fulfillment of which is a prerequisite for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and the observance of which the customer regularly relies on, liability shall be limited to the foreseeable, typically occurring damage.
  - c) Unless otherwise stipulated under letters a) and b), our liability for damages shall be excluded. The same shall also apply insofar as recourse claims are asserted against us as suppliers pursuant to § 478 BGB.
- (3) The exclusions and limitations of liability under paragraph (2) shall also apply to other claims, in particular claims in tort or claims for reimbursement of futile expenses instead of performance.

- (4) The exclusions and limitations of liability under paragraph (2) shall not apply to any existing claims pursuant to §§ 1, 4 of the Product Liability Act or due to culpable injury to life, limb or health. They shall also not apply insofar as we have assumed a guarantee for the quality of our goods or a performance outcome or a procurement risk and the guarantee case has occurred or the procurement risk has materialized.
- (5) Unless the limitation of liability pursuant to paragraph (2) applies in the case of claims arising from producer's liability pursuant to § 823 BGB, our liability shall be limited to the compensation paid by the insurance company. Insofar as this does not occur or does not occur completely, we shall be liable up to the amount of the sum insured. This clause shall not apply in the event of culpable injury to life, limb or health.
- (6) Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- (7) A reversal of the burden of proof is not associated with the above provisions.

#### **§ 10 Cancellations, withdrawal**

- (1) Cancellations and rebookings must be made in writing, e.g. by e-mail to the Juist Tourist Office. The cancellation deadlines and processing fees are announced separately for each experience offer.
- (2) The provider is entitled to withdraw from the contract for important reasons. An important reason exists in particular if
  - a required minimum number of participants specified in the service description, if any, is not reached up to 14 days before the start of the event,
  - if, contrary to expectation and through no fault of the Provider, the technical and spatial requirements for the implementation of the experience offer are not available,
  - if the implementation of the experience is not possible due to force majeure,
  - if the speaker is ill and no substitute is available to the provider.
- (3) The provider will immediately inform the customer about corresponding circumstances and will immediately refund the paid event fee. If a course cannot take place due to failure to reach the minimum number of participants, the provider will inform the participants of this circumstance no later than 14 days before the event date.

#### **§ 11 Customer service**

If you have any questions, complaints or claims, please contact us. You can reach us Monday - Thursday between 08:30 and 17:00 and Friday between 08:30 and 12:30 by phone +49 (0)4935 809 800 or by e-mail to [service@juist.de](mailto:service@juist.de).

#### **§ 12 Legal system, place of jurisdiction**

- (1) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) In the case of customers who conclude the contract for a purpose that cannot predominantly be attributed to professional or commercial activity (consumers), this choice of law shall not affect the mandatory provisions of the law of the state in which the customer has his habitual residence.
- (3) For all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the registered office of the supplier.
- (4) The European Commission provides a platform for online dispute resolution (OS). This can be reached via the following Internet address: <https://ec.europa.eu/consumers/odr/>. We are not willing or obliged to participate in a dispute resolution procedure of the consumer arbitration boards.

#### **§ 13 Miscellaneous**

- (1) The contract language is German.

- (2) If one or more provisions of these GTC are ineffective, the remainder of the contract shall remain effective. Insofar as the provisions are invalid, the content of the contract shall be governed by the statutory provisions.