



General Terms of Cancellation and Payment for VÖLKE incoming - Travel & DMC

1. Application

The general terms of cancellation and payment below shall apply to the degree that these do not depart from the order confirmation or written offer from Völkel incoming - Travel & Destination Management.

2. Cancellation/Termination of the Agreement

- Up to **45 days** before the date of the event, changes regarding the number of participants as well as a cancellation of the entire order may be performed free of charge.
- **45 to 30 days** before the date of the event, changes in the order of 25 % in relation to the original number of participants may be performed free of charge.
- **29 to 10 days** before the date of the event, changes in the order of 10 % in relation to the original number of participants may be performed free of charge.
- **9 to 5 days** before the date of the event, changes in the order of 5 % in relation to the original number of participants may be performed free of charge.

After this time, it is not possible to cancel the event and the entire order will become payable.

In the event that the customer does not make use of the event (no show) or chooses not to participate, the entire order will become payable with the full amount.

3. The Substance of the Agreement

The substance of the agreement, which Völkel incoming shall perform for the customer, will appear from the order confirmation or the written offer. Any changes of the substance of the order confirmation or offer shall be performed in writing to become valid.

4. Payment

When the order is placed a booking fee of 20% of the total booking is to be paid, and in addition the customer will pay for any booking obligations that Völkel incoming will be charged by its suppliers. No later than 45 days before the date of the event, the total amount for the order shall be paid. Any changes as to the number of participants, food/drink or other items must be paid for and settled within 8 days after the conclusion of the event.

5. Liability for Damage

The customer shall take out a separate insurance to cover any injuries incurred by the customer during the participation in the Event. Völkel incoming shall not cover any liability for operating loss, loss of earnings or any other indirect loss. The customer is requested to seek advice on taking out of a separate insurance.

6. Exemption from Liability/Force Majeure

The following circumstances shall imply an exemption from liability if they will hinder the performance of the agreement or make the performance unreasonably onerous:

Industrial disputes, strikes, lockouts or any other circumstances beyond the control of the parties, such as fire, war, mobilisation or any unforeseen military drafting to a similar extent, sabotage activities, requisitioning, confiscation, exchange control regulations, risings and unrest, lack of transportation, general scarcity of goods, restrictions of the means of power and deficiencies in the deliveries from the suppliers or delays of such deliveries that are the result of any of the circumstances mentioned in this clause.

The party that wishes to invoke any of the circumstances mentioned above must inform the other party on the commencement and termination of these events in writing without undue delay. Both parties shall be entitled to terminate the agreement in writing to the other party, if the performance of the agreement within a reasonable span of time will become impossible due to any of the circumstances mentioned in this clause. The latter is contracted between the booked hotels and/or service provider and the customer and is limited to the provision of the therein specified services. The liability of Völkel Incoming is limited to its role as intermediary. This liability is restricted to cases of loss or damage caused deliberately or as a result of gross negligence.

7. Settlement of Disputes and Venue

Any disputes referring to this agreement shall be settled in accordance with the rules of German law. In the case of any dispute the place of jurisdiction is Hildesheim.

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