

Terms and Conditions

(Only for information - the contract is based on the German version!)

§ 1 Conclusion

- 1.1. By registering you provide us with the binding conclusion of the event contract.
- 1.2. Your registration may be made in writing, orally or by telephone. Your registration takes effect on all named participants, for which behavior you will be responsible. Persons, who are not listed in the application and were not post-recorded, are excluded from participation.
- 1.3. You are the exclusive contract-partner of the event contract. Registered participants do not contract with us. Claims of the participants are directed exclusively to that contract, under which you allow them to participate. You therefore commit to keep us harmless of such claims.
- 1.4. The contract is valid with our acceptance, which requires no particular form. As conclusion you receive a written confirmation.
- 1.5. If the content of the confirmation is not identical with your registration, we have not accepted your offer, but offer a contract with different conditions. Our offer will be binding for ten days. If you do not agree with our offer within this time, we may use it otherwise.

§ 2 Payment

- 2.1. The final accounting takes place after the event. The payment of the invoice will be due 10 days after submission of final bill. We reserve the right to demand a deposit.
- 2.2. Cancellation fees are payable immediately.
- 2.3. For individual participants, the payment is always due prior to participation.

§ 3 Services / Prices

- 3.1. The services depend on the descriptions of our offer. A contract based on conditions or reservations is not possible.
- 3.2. External brochure or information used in addition to our offer have only informal and non-binding character without any guarantee for the content.
- 3.3. The Driving Camp is allowed to take pictures / footage of the event and may use this material free of charge in advertising brochures / leaflets and similar publications.
- 3.4. Individual agreements are only part of the contract, if they have been confirmed by us in writing.

§ 4 Privacy Statement

- 4.1. You hereby agree that the Driving Camp collects personal data connected to your reservation and attendance in our trainings. With regard to data of participants forwarded to us, you are ensuring that appropriate consent is present. These data may be stored for the time of preparation and implementation of safety training and also for advice and assistance in matters of road safety. The data may not be transmitted to third parties. The consent for the storage of data for consultation and support can be withdrawn at any time.

§ 5 Cancellation of Events

- 5.1. You may withdraw your booking at any time prior to the event. The cancellation must be send in written form.
- 5.2. If you cancel the contract, we may charge a reasonable compensation based on the following conditions:
The cancellation fee of the contract will be calculated until 60 days before the event with 25% of the price, from the 59th day before the event 30% of the price, from 30 days before the event 50% of the price, from 14 days before the event 75% of the price and on the seventh day before the event 100% of the price. The calculation of the cancellation fee is based on the date of the first day of your event midnight and the receiving of your written notice.
- 5.3. You have the opportunity to prove us a possibly minor damage.

§ 6 Event Cancellations / Non-use of Contractual Services

- 6.1. We reserve the right to cancel the event or to change the date in agreement with you because of a non-predictable reason. In this case, you can withdraw from the contract and demand the return of payments already made.
- 6.2. If the event is hindered due to force majeure not foreseeable, such as natural disasters, war, civil unrest or strikes, then both of us may cancel the event. In this case we are allowed to demand a reasonable compensation for our time and effort in the amount up to the total contract price.
- 6.3. When contracted services are not use wholly or partially without a case of force majeure, we reserve the right to the full contracted rate. We pay back expenses when they have been refunded by our service providers.

§ 7 Warranty / Service Disruptions

- 7.1 We provide a warranty for an accurate preparation and handling, for the careful selection of service providers, for the accuracy of the service specifications and for the proper provision of services contracted. We are allowed to provide equivalent alternative services. In addition, we may deny the remedy if it requires a disproportionate effort.
- 7.2 We are not responsible for disruptions in third-party events that are mediated as external services and in the description and confirmation are identified as external services. We do not pay any compensation for any liability, not even when attended by one of our representatives.
- 7.3 In any disruptions of services, you are obliged to do everything possible in the context of your legal obligation to remedy the problem and limit any ensuing damage. You are committed to inform us about your complaints promptly by giving information to our event manager or the service provider. These are mandated to take remedial action where this is possible and feasible within a reasonable time. You can ask our agents / service providers for a written record of each complaint or a receipt of your written complaint. Neither our agents nor our suppliers have further rights to provide legally binding statements.
- 7.4 For the duration of a non-conforming provision of our services you may require a corresponding reduction of the total contract price if you have not culpably neglected to report the defect (cf. § 7.3.).
- 7.5 We are only liable for damage caused to you due to culpable non-performance or improper performance of our contractual services for gross negligence or willful misconduct.

§ 8 Liability for Personal Injury and Property Damage

- 8.1 We shall be liable for any damage caused by us or our agent only for intent or gross negligence.
- 8.2 Damages caused by you or your participants have to be adjusted immediately by you in close coordination with us. We reserve the right to allocate the necessary repair jobs ourselves, and to invoice you the resulting repair costs for reimbursement.
- 8.3 You guarantee to us that all participants who will drive a motor vehicle within the event, own a valid driving license for each vehicle class used. Each vehicle provided by you to be used during the event has to be covered by a valid liability- / fully comprehensive insurance.
- 8.4 We are not liable to any damages to vehicles except coverage of insurances.
- 9.5 The organizer may require the customer to provide an ambulance vehicle at special events.

§ 9 Rules for Safety Training

- 9.1 On site of the Road Safety Centre the rules of the Highway Code are valid.
- 9.2 During the training, the instructions of the coach in the interest of safety must be followed. Compromising for violations of these instructions or the rules of the Highway Code, which may injure the participants themselves, other persons or property of significant value, an individual can be excluded from the training without an entitlement to repayment of the event price.
- 9.3 We also reserve the right to exclude any participant, at the reasonable suspicion of excessive drinking or drugs, without an entitlement to repayment of the event price.

§ 10 Hospitality

- 10.1 Every form of hospitality in connection with the event carried out by us has to be agreed with us previously.

§ 11 Speedworld

- 11.1 The activities inside of the Speedworld are provided by external companies which we offer and organize on request. We are only liable for the careful adaption, but not for the services provided there.

§ 12 Jurisdiction and Applicable Law

- 12.1 The jurisdiction is exclusively the local and competent court in Vienna.
- 12.2 The Austrian law is valid.