



Course enrollment: „OUTWARD BOUND Summer Camp 2020“

On tour with OUTWARD BOUND ...adventures for life!

Dear participants, Dear parents!

Thank you for your trust into our work.

On the following pages you will find the most important information about the course you would like to enroll your child to. Attached you also find our AGB's (General Terms of Business).

After sending the complete forms of enrollment (contains the course enrollment form and the medical form; you can find all important documents on our website under About us/Downloads under the category Summer Camp) and the transfer of the prepayment of the course fee, the enrollment to the course is ready and your child can look forward to an exciting week with OUTWARD BOUND in Schwangau! Further information like the packing list and the program outline will be sent by E-Mail about four weeks before the Summer Camp is starting.

Please come back with any questions. We are available during our normal business hours, please see below. You can reach me under +49(0)8362/9822-12 and marius.ballweg@outwardbound.de
The forms can be sent by E-Mail or Fax:: +49(0)8362/9822-22

Mo – Thu: 9.00 – 17.00

Fr: 9.00 – 14.00

Our team is looking forward to welcome your child at OUTWARD BOUND!

Kind regards from Schwangau,

Your OUTWARD BOUND Team



Service description/ Confirmation

Address: OUTWARD BOUND – Berghausstr. 1, 87645 Schwangau

Course: Please choose your course and the required course language:

<input type="radio"/> Schwangau	2th to 9th Aug 2020
<input type="radio"/> english	<input type="radio"/> german
Arrival:	Sun, 02/08 2.00 p.m.
<u>First meal:</u>	dinner
Departure:	Sun, 09/08 2.00 p.m.
<u>Last meal:</u>	lunch

We are happy to offer you a transfer from Füssen to the center in Schwangau.

Participants: max. 15 participants in small group

Age of participants: 10-18 years

Instructor: Our instructors will accompany your child throughout the duration of the course.

Equipment/ we offer: To ensure safety during climbing, canoeing, water activities etc. we offer climbing harnesses, helmets, canoes, paddles, life vests etc. for free. For personal equipment we will provide you with the pack list after enrollment.

Board and Lodging: The standard will be as following: Accommodation in rooms (2-3 people) - or depending on the running in tents/ tipis/ log cabins (according to location).

Full board: wide selection at breakfast-buffet, "lunch-basket" with seasonal fruit and vegetables, warm dinner, some of it prepared by students + instructors

Bed linen is included in the course price. The sleeping bag can be brought or rented for 6,00 € (cash on site) at the location.

Further services: All transportation during the course and other course related costs (renting equipment, camp grounds) are included into the course fee.

Participation certificates (useful for job-applications)

Course fee: **510,00 € per participant** (Standard price may be less early bird & friend discount; more information on this you can find in our Summer Camp Flyer)

Prepayment: € 150,00

Reference: **Schwangau 20-441-002+ Name participant**

Bank: GLS Gemeinschaftsbank eG Bochum

IBAN: DE76430609678214953700

BIC: GENODEMIGLS

Please transfer the remainder until latest 6 weeks before program start to the stated bank account.

Withdrawal: Please read our AGB's (General Terms of Business). Withdrawal made after the 42nd day prior to the agreed date, result in a cost-contribution of 80% becoming due; from the 7th day onwards (and/or non-arrival) the program and overnight cost-contribution is 100% payable. These terms are reserved in the general operating conditions.

Our services do not include a travelling reinsurance. All cancellation costs will be billed accordingly even if the participant is unable to attend a course (e.g. sickness). We recommend taking out a travel insurance. Should you wish to consult a travel insurance company, we can assist you by offering several addresses.

Acknowledgement of order: Please send us these completed forms (2 pages) as a confirmation of your order by Email (marius.ballweg@outwardbound.de or fax: +49(0)8362/9822-22. Acknowledgement of order according to the offer, acceptance of the AGB's of Outward Bound Germany gGmbH:

Place, Date

Signature (for minor children the signature of the eligible adults is required.)



Details of our Services

We Accompany You Professionally

Each group has its own strengths and weaknesses dealing with different situations. We ask questions to generate an interest in raising questions. We work with an element of uncertainty to allow a new space for confidence to grow. Our instructor team is composed of diverse and experienced individuals with qualifications in different pedagogical/psychological backgrounds such as: social work, psychology and education. Furthermore, they possess specialized skills in disciplines such as mountaineering, climbing, canoeing, etc.

We Work Outdoors

Regardless of the weather or the season you will always find us working outdoors. To ensure your comfort we provide all of our participants with the necessary functional clothing they need for the outdoor activities. No family should have to worry about providing their children with expensive gear for an Outward Bound course.

We Go on Expeditions

Whether we are hiking in the mountains or drifting on lakes or rivers, we accompany the process the group must learn to provide for itself for one or two nights (depending on the length of the course). Overnights take place in stunning natural outdoor locations including huts, camping places and sometimes catered mountain huts. Most importantly, the path of our expedition is marked by learning together, experiencing true nature and an adventure of spending a night together outdoors. Expedition equipment such as bicycles, boats, sleeping bags*, thermomats, tents, tarps, cooking equipment, etc. are provided.

We Love Good Food

Healthy and balanced diets are growing in importance in today's schools as well as in our own outdoor kitchen! How do we spice up our outdoor-seminars? During expeditions each group creates and plans their own simple meals using seasonal fruit and vegetables as well as bread, meat and cheese as a staple part of their ingredients. Through their purpose-driven efforts the cooking project becomes a valuable learning experience.

In the southern OUTWARD BOUND posts the self-sufficient cooking only takes place on the expeditions, whereas additionally in the northern and eastern posts self-sufficient cooking is subject to the course location and individual wishes.

We Seek the Challenge

And choose unusual ways to do so. Whether we are making a technical ascent on a rock wall or performing secured trapeze-acts in one of our high-ropes courses – challenging experiences show us our limits, as well as ways to overcome or accept our limits. Above all we provide safe parameters for students to expand their horizons.

* The sleeping bag can be brought or rented for 6,00 € (cash on site) at the location.



**OUTWARD BOUND
GERMANY**

We Ensure Safety

OUTWARD BOUND is subject to strict safety measures, which are carried out every two years by a certified international specialist team in an all-round check similar to those carried out by the TÜV. Our processes - whether they are pedagogical/psychological guidance or the application of specialist outdoor/sport skills – are subject to the responsibility carried by our safety manager and program directors.

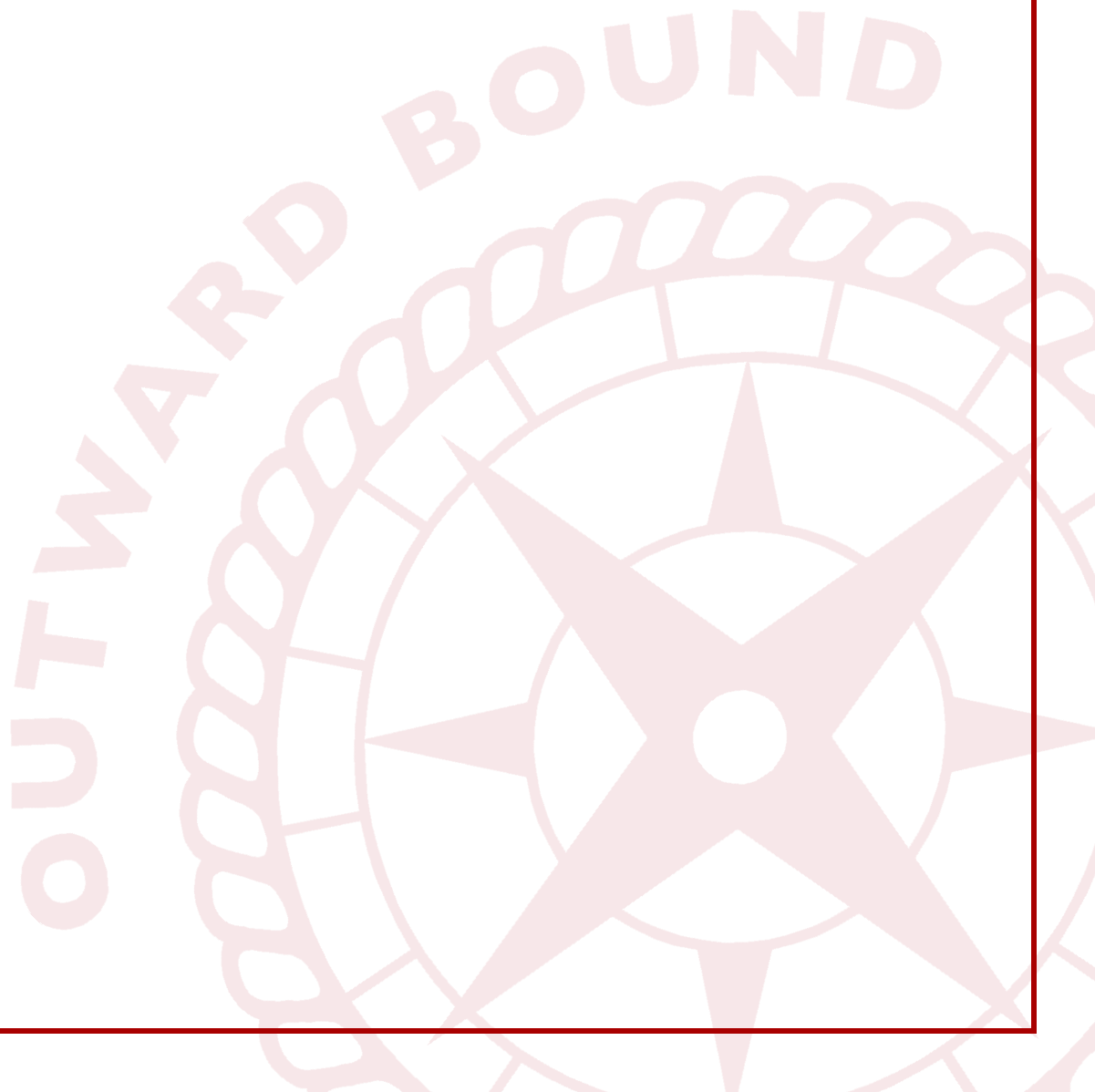
We Reward

An OUTWARD BOUND course is not supposed to be entertainment. Instead, we provide the structure so that amusement can follow as a result of the learning that takes place. We want to challenge, promote and animate students to rediscover a sense of “Adventure Learning.” Each student is recognized for their effort to overcome personal challenges. This is a service that we offer by rewarding the students’ effort with a certificate that is recognized by many companies and organizations worldwide. The experiences gained here by your students are just as important as gaining the hard skills they need on their path in life.

Consistent and Yet Unique

Regardless of what we do outdoors, our program is based on the previously mentioned principles. The result however, is as individual as the groups that we work with and accompany. Trust us. We will find the fitting way to inspire your students!

And that is why OUTWARD BOUND is a good choice.





**Allgemeine Geschäftsbedingungen
OUTWARD BOUND gGmbH**

Die nachfolgenden Geschäftsbedingungen regeln das Vertragsverhältnis zwischen Ihnen und den OUTWARD BOUND Bildungszentren im nachfolgenden OBG genannt. Bitte lesen sie diese Bedingungen sorgfältig durch.

§ 1 Scope

These GTC apply to all the services provided by OUTWARD BOUND gGmbH (hereinafter "OBG") with respect to the contracting party (hereinafter the "Contracting Party").

2. The GTC apply to both consumers and businesses, unless specific differentiation is made in the respective clause.

§ 2 Services of OBG

1. OBG provides experience-based courses, seminars and residences, including accommodation and meals, the loan of any equipment required and transfers to various locations.

2. A more detailed description of the services is available on the OBG website:

www.outwardbound.de.

§ 3 Conclusion of the contract

1. A contract between OBG and the Contracting Party shall arise from the registration of the Contracting Party or a person authorised to represent such (class teacher, parents, organiser) and the written confirmation of the registration by OBG. Clients may register by mail, email or fax.

2. The contract is concluded with the Contracting Party. The Contracting Party is the signatory him/herself insofar as the Contracting Party signs on his or her own behalf. This also applies if he/she registers additional persons to participate in the courses or to be allocated accommodation.

3. Should a representative sign the registration on behalf of a participant (e.g. nonparticipating parents for minors/children, class teachers for the school), the Contracting Party shall be the body represented (e.g. children, school).

4. Proof of the right of representation or a school stamp is required to register school classes.

5. If a person is not registered, no claim shall exist for the allocation of accommodation or participation in the course.

6. The contractual language is German.

§ 4 Prices and payment terms for residences

1. The Contracting Party is obliged to pay the services used by him at the agreed prices. This also applies to the services and expenses incurred by OBG with respect to third parties.

2. The basis of such costs is the current OBG price list at the time of receipt of the booking request, unless different prices are expressly agreed in writing. The prices are based on the number of participants stated in the booking.

3. Prices generally include the current applicable legal rate of VAT, insofar as no sales tax exemption exists in accordance with § 4 no. 22 a, 23 UstG (VAT Act).

4. Price changes are permissible if a period of over four months has elapsed between the conclusion of the contract and the contract performance, and the price generally invoiced by OBG for such services increases in accordance with the OBG price list. The Contracting Party may only withdraw from the contract if the price increase exceeds 5%. In addition, prices may change if the Contracting Party wishes to modify the services booked during registration, in particular a different number of rooms, changes in the duration of the residence or number of guests.

5. Unless otherwise agreed, payment is due no later than 14 days following the invoice date with no deductions applied.

6. Unless expressly otherwise agreed, a deposit of 25% of the invoice amount stated in the booking confirmation must be made immediately after receipt of the booking confirmation and no later than 4 days after receipt of such. OBG reserves the right to request a different advance payment or security deposit upon conclusion of the contract or thereafter. Interim billing may also arise during the residence period.

7. The Contracting Party shall be in default no later than 30 days after the payment due date. This applies to the Contracting Party, who is a consumer, only if this legal consequence was expressly indicated.

§ 5 Prices and payment terms for courses

1. OBG provides qualified staff for the courses booked. OBG thus guarantees that the appropriate due care and attention is devoted to any contact and communication with the participants.

2. OBG reserves the right to change or cancel individual course modules for educational or safety reasons at any time. A claim for reimbursement of a portion of the course fee shall not arise provided any changes or cancellations are justified for educational or safety reasons.

3. Notwithstanding § 4 of these GTC, the following terms of payment apply to OBG's course programmes:

- a deposit equal to 90% of the amount stated in the confirmation shall be paid upon request by OBG at the latest 4-5 weeks prior to the start of the course;

- the remainder shall be due within 14 days of invoicing.

4. The costs for travel to and from the OBG centres are not included in the price and are not part of the contractual services of OBG.

5. Should individual participants be unable to participate due to illness, OBG will not be able to look after such participant. Travel costs for the journey home shall be borne by the Contracting Party. Any additional costs arising from an enforced extended stay shall also be paid by the Contracting Party.

6. The same applies to the exclusion of individual participants from participation owing to a violation of the rules stipulated by OBG.

§ 6 Withdrawal and cancellation

1. Registrations are binding. Participants may withdraw at any time; however, the following provisions apply:

2. Should the cancellation occur after expiry of the cancellation period, but before the 42nd day prior to the arrival date, the Contracting Party may withdraw from the contract incurring a processing fee in the amount of 150.00 Euros.

3. Should the Contracting Party wish to withdraw from the 42nd day prior to the arrival date, the Contracting Party shall pay 80% of the agreed total price. From the 7th day before arrival, payment of 100% of the agreed total price shall be due. The same applies to any non-appearance or unused service on the part of the Contracting Party. Unclaimed services also apply if fewer participants than registered take part in an event. The Contracting Party is free to claim that no damage has arisen for OBG or that such damage was incurred by OBG to a lesser extent than claimed.

4. Cancellation insurance may only be taken out by the travellers themselves. **We recommend our Contracting Parties to take out travel cancellation insurance.** If the number of guests or participants registered is reduced, the cancellation rules apply to the number who fail to arrive in accordance with the rules of full cancellation pursuant to paras 2 and 3 above. The number of participants indicated by OBG in writing (by post, fax or e-mail) up to the 42nd day prior to the arrival date shall be decisive.

5. Should the Contracting Party wish to withdraw from the 42nd day prior to the arrival date, the Contracting Party shall pay 80% of the agreed total price. From the 7th day before arrival, payment of 100% of the agreed total price shall be due. The same applies to any non-appearance or unused service on the part of the Contracting Party. Unclaimed services also apply if fewer participants than registered take part in an event. The Contracting Party is free to claim that no damage has arisen for OBG or that such damage was incurred by OBG to a lesser extent than claimed.

6. Cancellation insurance may only be taken out by the travellers themselves. **We recommend our Contracting Parties to take out travel cancellation insurance.** If the number of guests or participants registered is reduced, the cancellation rules apply to the number who fail to arrive in accordance with the rules of full cancellation pursuant to paras 2 and 3 above. The number of participants indicated by OBG in writing (by post, fax or e-mail) up to the 42nd day prior to the arrival date shall be decisive.

§ 7 Withdrawal by OBG

1. OBG may withdraw from the contract at any time for good cause, in particular if:

- force majeure or other circumstances for which OBG is not responsible make it impossible to fulfil the contract, in particular due to a loss of personnel or damage to a building (e.g. weather-related damage, pest infestation, etc.);

- the Contracting Party fails to pay the deposit, even after the expiry of a reasonable notice period set by OBG with a penalty of denial of service;

- the registration was made using false or erroneous personal or booking information;

- the Contracting Party fails to pay receivables owed to OBG;

- the Contracting Party submitted an application for insolvency with respect to his assets, submitted an affidavit pursuant to § 807 ZPO (Code of Civil Procedure) or initiated insolvency proceedings over his assets or such initiation was rejected due to lack of assets.

2. The Contracting Party shall be entitled to no claims for damages in the abovementioned cases.



§ 8 Room provision handover/return

1. The Contracting Party is not entitled to be allocated a specific room. The assignment of rooms, sections or buildings of OBG is governed by organisational requirements.
2. The rooms booked shall be available to the Contracting Party from 4.00 pm on the agreed arrival date. A claim for earlier access to rooms shall not arise.
3. Rooms must be vacated no later than 10.00 am on the day of departure. Use after that time up until 6.00 pm shall incur a fee of 50% of the room rate.

§ 9 House rules/obligations of the participants/Contracting Party

1. The Contracting Party shall be responsible for ensuring that all the (registered) participants adhere to the house rules. In particular, the meal times must be adhered to and all items and premises must be handled and treated with due care.
2. Should the Contracting Party violate the rules and obligations stipulated by OBG, he may be excluded from further participation in the course programme or continued residence in the premises of OBG. If the Contracting Party is a minor, the parents shall be responsible for the minor Contracting Party.
3. Should a participant who is not himself a Contracting Party violate the rules stipulated by OBG, he may be excluded from further participation in the course programme or continued residence in the premises of OBG. In this case, the Contracting Party who registered the participant(s) shall be liable for any damage caused to OBG by such participant(s).

§ 10 Liability

1. OBG shall not be liable, unless under the respective product liability law, for malicious intent, gross negligence, injury to life, body or health, arising from the assumption of a guarantee of quality, fraudulent concealment of a defect or breach of any essential contractual obligations. Significant contractual obligations are obligations that protect the contractually important legal positions of the Contracting Party granted under the contract in accordance with its content and purpose. Essential contractual obligations are, moreover, obligations whose fulfilment enables the correct implementation of a contract in the first place and on the compliance of which the Contracting Parties may rely. Compensation for a breach of any essential contractual obligations is limited to the typical, foreseeable damage under the respective contract, unless in the case of malicious intent.
2. Liability for loss, theft or damage of valuables shall arise only insofar as such items have been expressly placed in the care of the management or its representative for safekeeping, unless OBG, its associates or vicarious agents have caused the loss or damage intentionally or through gross negligence. In that event, the statutory provisions apply.
3. OBG shall not be liable for the loss or damage of vehicles or bicycles parked in the parking area or on OBG property unless OBG or its vicarious agents have caused the damage intentionally or through gross negligence.
4. As far as our liability is excluded or limited in accordance with the above stipulations, this shall also apply to our vicarious agents.
5. The Contracting Party shall be liable in accordance with the statutory provisions for any damage that he or the registered participants/guests have caused to the premises or property of OBG.

§ 11 Data protection

The collection and processing of the data of the Contracting Party and the participants shall comply with the provisions of the General Data Protection Regulation (GDPR). Information on the collection and processing of the data, the legal basis and the respective rights of the Contracting Party and participants are contained in the OBG privacy policy [LINK]. Upon registration, the participant declares he/she has acknowledged the privacy policy.

§ 12 Miscellaneous

1. This contract shall be governed by the law of the Federal Republic of Germany.
 2. Disputes arising from these provisions shall be governed exclusively by the court of the registered office of OBG insofar as the Contracting Party is a business entity or has no permanent residence in Germany, the domicile or habitual residence has moved abroad after the effectiveness of these GTC, or if his domicile or habitual residence is unknown at the time of filing the action.
 3. Should any individual provisions of these GTC be or become ineffective or unenforceable, the validity of the other provisions contained herein shall remain unaffected. The ineffective provision shall be deemed to be replaced by one that comes closest to the meaning and purpose of the invalid provision in a manner that is legally enforceable. The same applies to potential loopholes.
 4. The EU Commission has provided the facility to lodge a complaint procedure on the website <http://ec.europa.eu/consumers/odr/> for the online settlement of disputes for consumers (OS).
 5. OBG is not obliged to take part in a dispute settlement procedure in front of a consumer arbitration board.
- Version: January 2019

Annex: Notes on course procedures

1. For various reasons, OBG cannot always guarantee strict adherence to the agreed programme. This is owing in particular to the activity-oriented approach of an OBG course. In addition to content-based changes, the programme may also be modified for reasons of personal safety.
2. All experiential activities, exercises and excursions are organised by OBG course tutors. The decision to change the planned course shall be made by the responsible group supervisor or the programme management of the respective OBG site. This relates in particular to the cancellation of an excursion due to concerns regarding safety.
3. Changes to the planned procedure may also arise for educational reasons. These will be discussed with the client's responsible persons. The final decision is the responsibility of OBG who, as the contractor, is liable for the overall content. Should the client not accept OBG's decision, this shall be considered an important reason for the immediate withdrawal of OBG from the contract.
4. The course programme run by OBG is more demanding than a normal school holiday stay at home, skiing or summer leisure time and thus requires the active involvement of all participants. The buildings, huts or other sleeping places and the locations of the activities must be treated with care, maintained in a good condition and must be left in a neat and tidy state ("spotless", disposal of waste, etc.). The instructions of the OBG staff must be followed.
5. The personal safety of all participants is the primary duty of OBG. An OBG course may often take place on difficult and challenging terrain. However, the staff employed by OBG are suitably qualified to manage this and all instructions regarding safety must therefore be obeyed. In the event of an infringement, the responsible group supervisor may exclude individual participants wholly or temporarily from the course if their behaviour endangers the safety of individual participants or the entire group. In the context of vicarious agents who have supervisory duties, the responsibility of the group supervisor and OBG shall end if the client subject to supervision acts or contravenes the safety instructions of the group supervisor. In this case, the continued accompaniment of the group shall only be possible to avoid damage or loss is avoided to the greatest extent with respect to the participants, and does not explicitly mean that the due care and attention to prevent general damage exists.