

# General Conditions



**These General Conditions do apply to our business and contracts with entrepreneurs and legal persons under public law. They do not apply to contracts with consumers**

## 1 Services

As Destination Management Company, INBOUND Services will reserve on behalf of the client hotel accommodation, meeting facilities, locations, activities, transfers, sightseeing, incentive programs, restaurants, tickets, performers and any other item agreed with the client.

Only services listed in the confirmation are included in the arrangement. INBOUND Services is not responsible for information in hotel- or any other brochure that might not correspond to the information given by INBOUND Services. Services that are included, but not used, will not be refunded.

All reservations are made on behalf of the client by INBOUND Services and are payable through INBOUND Services to the third party unless otherwise agreed.

Services mean any third party booking made on behalf of the client by INBOUND Services in order to realize an arrangement, including hotels, locations, events, restaurants, clubs, activities, transport etc. In any case, INBOUND Services is the contract partner for the client and only the general conditions and conditions agreed in the confirmation of INBOUND Services apply in all cases.

Any extra services that are not mentioned precisely in the confirmation as being included have to be covered by the client either on the spot to the third party or will be invoiced by INBOUND Services to the client afterwards. Extras can be i.e. tips, drinks for meals, decoration, additional bus hours, wardrobe service, entrance fees etc. In case extras shall be charged through INBOUND Services after consumption or use, a handling fee of 12%, minimum 50,00 EURO on the total amount will apply.

## 2 Communication

Communication will only be accepted in writing, meaning by facsimile, letter or e-mail. INBOUND Services accepts no liability for non receipt of any such communication.

Any communication whatsoever including cancellations and changes made by e-mail will only be accepted once the client has received a return e-mail from a member of INBOUND Services confirming the receipt and the action.

## 3 Payment

A deposit and a final payment will be charged to the client according to the agreed terms in the confirmation.

For all payments, an invoice to the client will be issued by INBOUND Services. All payments have to be made by bank transfer to the account of INBOUND Services, which is stated on the invoice. The full amount stated in the invoice has to be transferred in time to the account of INBOUND Services. All bank fees have to be covered by the client.

INBOUND Services reserves the right to change prices or cancel all or part of any arrangements made, should the payments not be received in the time outlined on the confirmation and invoice. The final balance of the account is payable prior to the confirmed services as agreed in writing.

INBOUND Services will not be obliged to dispatch any tickets or documents relevant to the booking until an account has been paid in full or agreed otherwise.

INBOUND Services will ensure at all times that the client is fully aware of the detailed services before any deposit is paid.

The clients must settle all accounts for items not covered by INBOUND Services and the issued travel documents on departure directly to the relevant supplier. If accounts are not settled by the client and it is obvious that the client or any guest of the client has ordered the particular item, INBOUND Services has the right to

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charge missing amounts afterwards to the client plus a handling fee of 12% on the total amount, minimum 50,00 EURO.

## 4 Third parties

INBOUND Services creates arrangements on behalf of the client and therefore contracts the required services with third parties for all arrangements in order to fulfill the confirmed arrangement. In doing so it is expressly agreed that INBOUND Services acts on order and behalf of the client and that no liability of any kind whatsoever caused shall attach to INBOUND Services in connection with or arising out of such arrangements.

The contract between INBOUND Services and the client shall be subject to any terms and conditions of contracts with third parties. In the event that such facilities or tickets shall not be available, for whatever reason, any liability of INBOUND Services shall be limited to the return of all sums paid by the client for such facilities or tickets unless other cancellation conditions apply by third party.

INBOUND Services cannot be held liable in case a supplier does not keep up the offer or the contract and cancels within the conditions stated in the contract of the third party. In this case, INBOUND Services is entitled to resign from the contract and shall refund the amount for this particular service to the client or find a new contract partner with new conditions. This will be regarded as new offer and contract.

## 5 Changes

Every effort will be made by INBOUND Services to alter or change all or part of the event on request of the client. Costs incurred by INBOUND Services will be chargeable to the client; this includes reasonable administration costs which shall be agreed with the client before any changes are made.

Every reasonable effort will be made by INBOUND Services to adhere to confirmed arrangements. However INBOUND Services reserves the right at its sole discretion to alter or change arrangements should it be found necessary to do so, and shall have no liabilities whatsoever to the client for any changes, save a refund of any monies not expended.

## 6 Reduction in numbers and cancellation

INBOUND Services reduction and cancellation conditions stated in the confirmation and these General Conditions are the only ones that apply for the client and are for each booking individually stated in the confirmation sheet. The fees of a contracted party are not subject to the cancellation conditions of INBOUND Services.

Cancellation fees and costs for reduction of participants apply as stated in the cancellation conditions which are clearly stated in the confirmation sheet. In case of a cancellation, only INBOUND Services fees apply.

All reductions and cancellations have to be made in writing.

However should the numbers attending be insufficient to run all or part of the event INBOUND Services reserves the right to charge the client for the minimum numbers required to attend all or part of the event or to increase the price accordingly.

## 7 Changes and alterations

INBOUND Services will provide the client with as accurate and as precise information as possible. However INBOUND Services relies on information from all third parties in respect to changes and alterations. In all cases INBOUND Services will do its utmost to inform the client of such changes immediately after gaining knowledge of them. INBOUND Services will not have any liability to such changes.

## 8 Disclaimers

For venues a disclaimer may be required to be signed before the event takes place. Failure to sign the disclaimer by the client to the satisfaction of the third party

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may result in the event being cancelled. INBOUND Services will have no liability to the client whatsoever in this circumstance.

## 9 Activities and liability

Every reasonable effort is made to ensure the clients' safety at all times, and that sites and suppliers used adhere to Health and Safety acts and have adequate insurance.

Some activities contain an element of risk, these include but not exclusively shooting sports of all kinds, motor sports, water sports and air sports. INBOUND Services shall accept no responsibility whatsoever for any injuries or loss incurred by the client or its guests, associates or agents during the event. By booking through INBOUND Services it is understood that on the client's behalf INBOUND Services will book activities that may contain an element of risk.

INBOUND Services is responsible for a smooth organization of the arrangement and all items as confirmed. INBOUND Services is not responsible for any accident, loss, delay or expense due to traffic conditions, weather conditions, quarantine, strikes, or any other event of force majeure, failure of any other means of conveyance, to arrive and depart as scheduled, disturbances, government restrictions or regulations, discontinuance or change in transit or hotel service and other causes over which INBOUND Services has no control.

## 10 Exclusions by third parties

In exceptional circumstances a third party may stop an activity at any time if they feel continuing an activity would cause injury or harm to its staff, to any other persons at the site or its equipment. An activity site or venue reserves the right to exclude persons considered to be medically unfit and persons considered to be under the influence of alcohol. In the cases outlined in this paragraph the client will not be entitled to any refund whatsoever.

The client is responsible and liable for damages caused by all third parties that are invited by the client.

## 11 Weather

In case of bad weather during an outdoor event making an activity unsafe or impossible to carry out, a venue may cancel an event; the client will be entitled to a full refund in regards to that particular activity if stated so in the confirmation. INBOUND Services will have no further liability. In case that the client is not wishing to partake in an activity for whatever reason the client will not be entitled to a refund from INBOUND Services.

## 12 Law

This contract shall be governed by German law and shall be subject to the sole jurisdiction of the courts of Hamburg.

It is the sole responsibility of any persons booking with INBOUND Services to communicate these terms and conditions to all participants of an event.

Hamburg, 2011

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