

## General Terms and Conditions for Events of MovNatMünchen

These terms and conditions form the basis for the contract between you and MovNatMünchen. Please read them carefully before booking your event.

### 1. subject of performance

**1.1** MovNatMünchen offers holistic group fitness training in the greater Munich area, based on human's natural movement abilities. For these trainings, the separately summarized general terms and conditions for training apply.

**1.2** MovNatMünchen also offers workshops, seminars and retreats in various locations within and outside of Germany during certain periods of time. These events are offered irregularly and with changing contents. The contents of these are published in separate brochures.

**1.3** Due to the number of international participants, the language of the event is expected to be English. If only German-speaking participants and trainers are on site, the contents can also be taught in German.

### 2. further services

**2.1** MovNatMünchen is available for interested parties and participants from Monday to Friday between 8.00 and 18.00 for detailed questions, enquiries, bookings, etc. by telephone and e-mail. This does not mean that MovNatMünchen can always be reached.

**2.2** The catering for events included in the price and advertised in the brochures is limited to the number of meals specified. Additional drinks, food from the minibar, etc. are not subject to the included services.

**2.3** Transport for events may include a transfer from the nearest airport or railway station as well as a transport of the participants on site organised for the implementation of the program items.

### 3. state of health and fitness

**3.1** The participant takes part in the event at his own risk. He is responsible for adequate health and fitness. If the participant is in doubt, he is responsible for having his fitness confirmed by a doctor.

**3.2** The participant must inform the coaches immediately of any discomfort or pain during the event.

**3.3** Participation in all on-site activities is voluntary and the participant may take a break at any time.

### 4. liability

**4.1** MovNatMünchen is not liable to the participant for any damage that is not based on gross negligence or willful breach of duty by the trainers or assigned assistants.

**4.2** MovNatMünchen is not liable for any failure to achieve the purpose pursued by the participant in entering into the contract beyond the provision of the service owed.

**4.3** If the participant makes use of the services of cooperation partners or other companies or persons mediated by MovNatMünchen, he does so on his own responsibility. MovNatMünchen does not assume any warranty for goods and services which the client has received from them.

**4.4** MovNatMünchen has taken out business liability insurance to cover any legal liability claims of the participant.

**4.5** The client is responsible for taking out insurance against accidents and injuries that may occur during the event. The same applies to the direct route from and to the venue.

**4.6** A disclaimer of liability must also be signed by the participant prior to booking and is deemed to be the subject of the contractual agreement.

### 5. reservation and deposit

**5.1** To confirm your booking we require a deposit of 50%. The amount must be paid within 14 days of receipt of the invoice. The remaining 50% are due 6 weeks before departure.

**5.2** The contract is not concluded until we confirm it by e-mail. With your request you confirm that you are entitled to make a reservation and that you accept our terms and conditions. Upon your initial request, we will send you a booking form with disclaimer and privacy statement including use of photos/videos. As soon as we have received the completed and signed documents back from you, we will send you an invoice for the total amount of the event. After receiving the corresponding deposit we will reserve a place for you in our event. You will receive a confirmation of payment and booking. If you do not receive this confirmation within 7 days, please contact us immediately. Please check the confirmation of your booking immediately for correctness of the given data.

### 6. cancellation and changes by you

**6.1** Any cancellation or reduction of your stay during the course or any limited use of our offer by you on site will not entitle you to any refund or partial refund of the amount paid for the course.

**6.2** You can cancel the course in advance at any time. For this we need a cancellation by e-mail by the person who has booked. The following cancellation costs will be incurred due to our efforts and the fact that we may have denied your place to others. The following costs are incurred for cancellations depending on the date of receipt of the cancellation:

- up to 8 weeks before departure: Loss of 25% of the total costs of the course,
- 4 - 8 weeks before departure: Loss of 50% of the total costs of the course and
- 0 - 4 weeks before departure: Loss of 100% of the total course costs.

If we are able to assign your place elsewhere at short notice, only 25% of the total course costs will be lost. Note: These cancellation costs may be covered by your travel cancellation insurance.

### 7. changes by MovNatMünchen

**7.1** It is very unlikely that we will have to make changes to the event's content. However, as we have to make arrangements and reservations well in advance, changes may occur in rare cases and we reserve the right to make such changes. This includes, for example, the activities listed, the trainers present or the accommodation on site.

## **8. cancellation by MovNat Munich**

**8.1** We reserve the right to cancel the course up to 8 weeks before the start of the course. For example, we would be forced to cancel a course if the minimum number of participants is not reached. In such a case, we would inform you as soon as possible and refund the amount paid so far. This excludes possible self-contracted bookings for travel, such as flights or train tickets.

**8.2** We will not cancel the course within 8 weeks prior to the start of the course unless we are forced to do so by force majeure or you have not paid the full amount as set out in section 1).

## **9. formalities**

**9.1** You are responsible for having a valid passport, visa, insurance and any vaccinations for the country you are travelling to in order to attend the course.

## **10. valuables**

**10.1** MovNatMünchen is not responsible for any theft of or damage to personal belongings on site or upon arrival. Please arrange your own insurance coverage.

## **11. complaints and mediation**

**11.1** Should there be a problem on site you are obliged to inform us on site so that we can take care of it as soon as possible. If the problem cannot be solved on site, please inform us in writing within 28 days after the event.

**11.2** You must immediately notify us of any complaints on site and document the facts of the case. If you do not follow this simple procedure, take the opportunity from us to investigate the matter immediately and resolve the problem on-site.

## **12. data protection**

**12.1 Collection of personal data:** We only collect data from you which you have voluntarily made available to us (e.g. name, address, telephone number, e-mail address). Please do not transmit any personal data to us if you do not agree to its storage. If you request and book an event with us, we may ask for further details in order to make the booking and to enable us to provide you with a more personalised and better matched course offering. e.g.:

1. Languages spoken by the participant
2. Details about your health (dietary restrictions, allergies, medical conditions, taking medication) and general fitness level.
3. Use of photos / videos taken by us on-site

**12.2 Use of your information:** You agree that we may collect and process your data (including personal information) for the purpose of providing our services and related services and for use for our internal purposes.

**12.3 Processing of e-mails:** We process and store e-mails exchanged with you in accordance with our policies and to carry out our activities.

**12.4 Data security:** No transmission of data over the Internet can be entirely secure. Therefore, we cannot guarantee the security of the transmission of your data by e-mail or via our website 100%.

**12.5 Handling the data:** We handle your data in accordance with the applicable data protection regulations. This means that the stored data is correct and relevant. The data should be kept up to date and stored only as long as necessary.

**12.6 Change and access to your data:** If you wish to receive a copy of the information we hold about you, or to update or delete it, please write us via our website: [www.movnatmuenchen.de](http://www.movnatmuenchen.de) We will then request information from you to ensure that it is you before we process your request.

## **13. taking photos and videos**

**13.1** MovNatMünchen shall take and store photos and videos during the event.

**13.2** The participant agrees that these media may be used for the following purposes:

- Collect the best photos and videos and send this media package to the participants.
- Use of selected material for marketing purposes such as social media marketing (Instagram / Facebook Posts and Stories, compilation of videos to advertise further events), printed flyers, photos and videos on the website of MovNatMünchen and its partners.

**13.3** The participant signs a separate declaration of consent when booking in advance.

## **14. secrecy**

**14.1** The participant undertakes to maintain secrecy about any business and trade secrets of MovNatMünchen, even after termination of the framework agreement.

**14.2** MovNatMünchen shall maintain secrecy regarding all information of the participant that becomes known in connection with the performance of the training and support measures, even after the termination of the framework agreement.

## **15. final provisions**

**15.1** Unless otherwise stated in these General Terms and Conditions, amendments, additions and subsidiary agreements must be made in writing in order to be effective.

**15.2** Should any of the above provisions be invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provision, a suitable legally effective replacement provision shall be agreed upon which comes as close as possible to the economic success.

**15.3** The place of jurisdiction shall be Munich Local Court. The law of the Federal Republic of Germany shall apply.