

General Terms and Conditions „Basketball Camps”

Stand: 01.12.2021

1. Participating, Journey

1.1 All players at the ages of 10 to 21 years old (mini camps: up to 12 years and younger; pro camps: professional players - adults or minors with special permission by HOOP-CAMPS) can register for our basketball camps. In the event of overcrowding, the order of registration is decisive. Camp participants can choose a location when registering.

1.2 Unless otherwise stated, camp participants travel to and from the camp independently and transportations are not part of the service of HOOP-CAMPS e.V.

2. Booking, Confirmation, Exclusion of the right to withdraw

2.1 With the camp booking a binding contract is offered to HOOP-CAMPS. After this booking the camp participant receives a registration confirmation from HOOP-CAMPS e.V. immediately. With this confirmation the contract is binding for both parties. If the confirmation of registration does not reach out to the camp participant within 5 days after booking, the camp participant contacts HOOP-CAMPS e.V. immediately.

2.2 To protect the paid camp fees HOOP-CAMPS e.V. takes out an insolvency insurance. The camp participant receives a Certificate of Insurance with the booking confirmation. In case HOOP-CAMPS e.V. has not received the Certificates from insurance yet, HOOPCAMPS e.V. provides them early enough before the camp starts. Further HOOP-CAMPS e.V. does not convey payment data and indicates that payments are not allowed before the participant receives the Certificate.

2.3 HOOP-CAMPS e.V. recommends to take out a travel cancellation insurance that also covers the risk of cancellation after the camp has started. You can take out this insurance on www.hoop-camps.de. Further insurance offers can be found in the internet.

2.4 Basketballcamps are sport events. Therefore participants have no right of withdrawal the contract (§§ 355, 312g I BGB), because a contract according to § 312g II No. 9 BGB for travel services and other deliverables will be concluded and a specific date is agreed. A withdrawal according to section 9.1 is possible at any time.

3. Payment

3.1 Camp fee is payable 14 days before the camp starts.

3.2 Fees in case of cancellation by the participant (number 9), deposits and administration fees are payable immediately.

4. Loss and damage of luggage

If a basketball camp is provided with the trip to the camp or back home the participant has an obligation to inform the carrier about losses and damages of luggage immediately. The carrier has the obligation to provide a written confirmation (This confirmation equals the „Loss Report“ for international flights.) Without such a timely notification, there is a risk of loss of entitlement, as international agreements and legal provisions, for example for air and sea baggage, contain deadlines. The camp participant is recommended to inform HOOP-CAMPS e.V. in such cases as well.

5. Travel advisories

5.1 For basketball camps abroad, HOOP-CAMPS e.V. provides information on www.hoop-camps.de and with the registration confirmation about the passport and visa requirements, health regulations and other regulations and travel information for the country in which the basketball camp takes place. The camp participant is responsible for compliance with these regulations.

5.2 All disadvantages that arise from non-compliance with these regulations are at the expense of the camp participant.

6. Bring along

6.1 All camp participants have to take the following items to the camp:
Health insurance card (if available), sportswear, basketball shoes, outdoor running shoes, flip-flops, swimming gear, skipping rope, sheets, sleeping bag, toiletries

6.2 For basketball camps abroad, you have also to bring required IDs and visas (see 5.1).

7. Services

7.1 Unless otherwise stated, contractually binding services are:

- Accommodation and sport program

All coaches and camp participants are accommodated in a school, whose classrooms are equipped with beds for overnight stays.

(Bed sheet and sleeping bag must be brought by the camp participant.)

Sports activities take place in a gym nearby the accommodation.

- Sports program (practice and games) with qualified coaches
- Support from qualified coaches
- Food

Breakfast, lunch, dinner; including the following drinks:

Water, at breakfast also tea, milk, cocoa, juice

- two HOOP-CAMPS shirts and two pairs of HOOP-CAMPS shorts
- Awards and prizes for special achievements
- Camper booklet with personal evaluation and souvenir photo

- If accommodation in the hotel has been agreed, accommodation will be in shared rooms with a separate bathroom (shower / toilet).
- If a bus trip has been agreed, it will take place in a modern coach (at least standard class *). HOOP-CAMPS e.V. does not have its own vehicles. Accordingly, HOOP-CAMPS e.V. uses third parties, which are licensed bus companies with permission for passenger transport, to carry out the bus trips.

The presence of the players and coaches named is excluded from the contractually binding services. Likewise, a visit to the swimming pool is not a binding service.

8. Disclaimer / Limitation of Liability

8.1 HOOP-CAMPS e.V. assumes no liability for lost items that were not handed over to the camp management when checking in.

8.2 HOOP-CAMPS e.V. limits its liability in accordance with § 651 p BGB towards the camp participant for damages that are not physical damages to three times the camp price, as long as a damage to the camp participant is not culpably caused, or as far as HOOP-CAMPS e.V. for a camp participant damage is solely responsible due to the fault of a service provider. § 651 p I, II BGB remain unaffected.

9. Cancellation by the camp participant

9.1 Camp participants can withdraw from the camp contract at any time before the start of the camp. The withdrawal must be declared in writing to HOOP-CAMPS e.V., Postfach 20 06 21, 53136 Bonn, Germany. The receipt of the declaration of withdrawal by HOOP-CAMPS e.V. is decisive for the time of withdrawal.

9.2 If camp participants withdraw or if participation for reasons (with except in cases of force majeure regulated under Clause 10) for which the organizer is not responsible, the organizer can demand reasonable compensation for the camp arrangements made and its expenses. When calculating the compensation are usually saved expenses and the usually possible other ones use of the camp services to be considered. Cancellation fees are also payable if a basketball camp has not started yet.

10. Rebooking, replacement person

At the request of the participant before the start of the basketball camp, HOOP-CAMPS e.V. will, as far as practicable, change the confirmation of registration (rebooking). HOOP-CAMPS e.V. can invoice the camp participant for the costs incurred as a result of the rebooking. Changes to the camp date or the camp location are considered to be rebooking. The same applies as a rebooking if the participant is replaced by a third party. HOOP-CAMPS e.V. can object to the entry of the third party if this does not meet the special camper requirements or legal regulations or official orders conflict with its participation.

11. Withdrawal by HOOP-CAMPS e.V.

11.1 The organizer can withdraw from the camp contract up to 4 weeks before the start of the basketball camp

11.1.1 - if the minimum number of 35 participants is not reached.

11.1.2 - if the implementation of the basketball camp after exhausting all possibilities for HOOP-CAMPS e.V. is not reasonable because the HOOP-CAMPS e.V. would mean that the economic sacrifice limit in relation to the basketball camp would be exceeded if the costs incurred. However, the organizer has no right of withdrawal if he is responsible for the circumstances leading to this (e.g. calculation errors) or if he cannot prove these circumstances. The declaration of withdrawal will be forwarded to the camp participant immediately.

11.2 In the event of withdrawal by HOOP-CAMPS eV according to Section 9.1, the camp participant is entitled to request participation in another camp of at least equivalent value, if HOOP-CAMPS eV is able to offer such a camp at no extra cost for the camp participant to offer. The camp participant has to assert this right immediately after the declaration of withdrawal from HOOP-CAMPS e.V. If the camp participant does not exercise his right to participate in an equivalent camp, he will immediately receive the paid camp price back.

12. Force Majeure

12.1 If a basketball camp is made considerably more difficult, endangered or impaired as a result of force majeure that was unforeseeable when the contract was concluded (e.g. war, civil unrest, natural disasters, etc.), both the camp participant and the HOOP-CAMPS e.V. terminate the camp contract. HOOP-CAMPS e.V. pays back the camp price that has already been paid immediately, but can demand appropriate compensation for the services rendered or for the services still to be rendered at the end of the basketball camp. In the event of termination by HOOP-CAMPS e.V., the camp participant is also entitled to the further rights described in Section 10.2.

12.2 If the termination according to section 10.1 occurs after the basketball camp has started, HOOP-CAMPS e.V. is obliged to take the necessary measures, in particular to return the camp participant, if this has been contractually agreed. The parties each bear half of the additional costs for the return transport, the remaining additional costs are borne by the camp participant.

13. Warranty and remedy, obligation to cooperate

13.1 If the services are not in accordance with the contract, the camp participant can of course request remedial action. HOOP-CAMPS e.V. will endeavor to remedy the situation within a reasonable period of time, provided this is possible and reasonable. The remedy consists in the elimination of the defect or an equivalent or higher value replacement service. The camp participant can refuse the replacement service if it is unreasonable to accept it.

13.2 In the event of disruptions, the camp participant is obliged to cooperate within the framework of the statutory provisions, to avoid damage or to keep it to a minimum. Complaints must be reported immediately to HOOP-CAMPS e.V. The camp participant can contact the site manager at the basketball camp at any time or call the emergency number given in the confirmation of registration around the clock.

13.3 After the end of the camp, the camp participant can claim a reduction in the camp price if camp services were not provided in accordance with the contract and report them. Place was not culpably omitted. If the basketball camp is significantly impaired by a defect, the camp participant can terminate the contract if HOOP-CAMPS e.V. has not provided a remedy within a reasonable period set by the camp participant. A deadline is not required if the remedy is impossible or HOOP-CAMPS e.V. refuses to do so or if the continuation of the basketball camp is unreasonable.

14. Rules in basketball camp

- The basketball camps are sport events with up to 200 participants. It is expected that the participants show appropriate social behavior and get involved in the organizer's organizational process.
- Leaving the basketball camp is prohibited for all camp participants. Camp coaches can make exceptions, provided they fulfill their supervisory duties.
- The instructions of the coaches must be followed in any case.
- During the entire basketball camp there is an absolute ban on alcohol and smoking.
- The entire program is binding for all camp participants.
- The camp participants have to handle the inventory at the respective location and the objects brought by HOOP-CAMPS e.V. carefully. Any damage must be reported to the site manager immediately.

15. Discipline

In the event of gross violations of order and discipline, HOOP-CAMPS e.V. can exclude the participant and terminate the contract for the camp participation without observing a notice period. The legal guardians of the excluded participant are responsible for their return journey.

16. Identity of the operating airline

For basketball camps that include flights, HOOP-CAMPS e.V. is obliged to inform the camp participant about the identity of the operating airlines. If the aviation companies involved have not yet been determined at the time of booking, HOOP-CAMPS e.V. will inform the camp participant of the companies that are expected to carry out the flights. As soon as HOOP-CAMPS e.V. knows which airlines will operate the flights, HOOP-CAMPS e.V. informs the camp participant immediately. The same applies to a change of a named airline. The "Black List" can be accessed on the websites of the European Commission (<https://ec.europa.eu/>) or the Luftfahrt-Bundesamt (www.lba.de).

18. Ineffectiveness of terms and conditions

The ineffectiveness of a part of these GTC does not affect the effectiveness of the rest of the GTC. Ineffective provisions are to be replaced by effective provisions that come as close as possible to the meaning and purpose of the provision recognized as ineffective.

19. Organizer

The organizer of the basketball camps is:

HOOP-CAMPS e.V.
Pützstrasse 6a
53343 Wachtberg
Germany

Board of Directors authorized to represent:
Marcus Zimmermann (Chairman)
Jana Meyer (Deputy Chair)

Register court: Amtsgericht Bonn
Registration number: VR 8511

Postal address:
P.O. Box 20 06 21
53136 Bonn
Germany
Camp hotline: 0049-228-9348244