

# General terms and conditions for sports travel providers

## § 1 RECOGNITION OF THE GENERAL TERMS AND CONDITIONS

The following general terms and conditions (GTC) apply exclusively to all services, deliveries and offers provided by sportmeeting.co.uk.

By visiting sportmeeting.co.uk (hereinafter referred to as the web portal) by Fredy Scharkowski (hereinafter referred to as sportmeeting.co.uk), using the website and associated services from sportmeeting.co.uk, the visitor accepts these general terms and conditions.

sportmeeting.co.uk does not recognize any other terms and conditions.

## § 2 SERVICE

sportmeeting.co.uk publishes advertisements for sports travel from sports ice providers and provides them for

Web portal users who want to book a sports trip (hereinafter referred to as sports travelers) for viewing and booking together. The publication of the advertisements includes an overview of offer data with price in possible booking periods as well as an opportunity to

direct booking with the sports travel provider. Parties to a subsequent travel contract for a sports trip are exclusively the sports travel provider and the sports traveler, but not sportmeeting.com.

## § 3 REGISTRATION

1. The use of the sportmeeting.co.uk web portal requires registration for the sports travel provider. Personal data is transmitted here. The sports travel provider assures that he provides truthful and complete information. The data must be kept up-to-date by the sports ice cream provider. sportmeeting.co.uk is entitled to temporarily or permanently exclude sports travel providers from using the web portal in the event of false or incomplete information.
2. With the registration, sports travel providers receive their own account on the sportmeeting.co.uk web portal. This is protected by a password determined by the sports travel provider or automatically generated. The sports travel provider is obliged to treat his account data confidentially and, if necessary, to report abuse by third parties to sportmeeting.co.uk.
3. For the sports traveler, it is necessary to transmit personal contact details in order to contact the sports travel provider as well as the booking process.

4. At the same time, the sports traveler agrees that after a booking has been sent, a free registration will take place and a sports traveler account will be created in which the sports traveler can manage his personal inquiries, the wish list and his profile.

## § 4 ADVERTISEMENTS AND PRICES

1. Sports travel providers are able to advertise sports travel to sports travelers via the sportmeeting.co.uk web portal. The sports travel provider has to pay a fee to sportmeeting.co.uk for the advertisement. The marketing fee is 10% of the total booked travel price (see § 6). The sports travel provider can per advertisement

Set descriptions and images of a sports trip (accommodation + sports services) as well as prices in EURO (€) for accommodation and sports services in variable travel times. The sports travel provider assures that the descriptions and images as well as other submitted material are free of third party rights, in particular copyrights and trademarks. Furthermore, the sports travel provider assures that neither the descriptions, the images nor any other submitted material contain criminal content, pornography or coarse language. The sports travel provider or publisher is responsible for the content of the descriptions and images.

2. sportmeeting.co.uk is entitled to shorten, summarize or not publish the submitted materials such as images or descriptions.

Furthermore, due to the necessary compression, color losses or display deviations in size or ratio can occur in the image. The sports travel provider hereby agrees.

3. The sports travel provider grants sportmeetings.com a non-exclusive, sub licensable, free, transferable, worldwide license for the use of any content of the advertisement published by the sports travel provider on the web portal. This license ends when the sports travel provider deletes the published content individually (proportionally with regard to the removed content) or the entire advertisement from the web portal sportmeeting.co.uk or the contractual relationship ends.

4. The payment modalities are based on the respectively valid conditions of sportmeeting.co.uk and can be found on the web portal.

5. The sports traveler incurs no costs for using the web portal.

## § 5 CONCLUSION OF CONTRACT

1. By submitting an advertisement to sportmeeting.co.uk, the

Sports travel provider sportmeeting.co.uk an offer to advertise a holiday accommodation. The contract comes either through approval from sportmeeting.co.uk or through The advertisement was published on the sportmeeting.co.uk web portal. sportmeeting.co.uk is entitled to reject advertisements without giving reasons.

2. The duration of the contract is based on the respectively valid conditions of sportsmeeting.com.
3. sportmeeting.co.uk is entitled to remove the sports travel provider's advertisement from the offer if circumstances become known which make further advertisement unreasonable for sportmeeting.co.uk. This is particularly the case if well-founded complaints from sports travelers about the sports trip become known. If the circumstances can be canceled, the sports travel provider can request that the advertisement be re-uploaded. The sports travel provider must provide evidence of the storage. The interruption of the advertisement constitutes neither an extension of the duration of the advertisement nor a claim for payment.

## § 6 MARKETING FEES & BOOKING PROCESS

1. The marketing fee is 10% of the booked travel price.
2. After a binding booking, the traveler receives a travel confirmation from sportmeeting.co.uk with the travel price. sportmeeting.co.uk charges the sports traveler a down payment of 10% of the travel price, which is due immediately.
3. After a binding booking, the sports travel provider receives a travel confirmation from sportmeeting.co.uk with the travel price, the booking details with the booked travel services and the contact details of the sports traveler (s). The sports travel provider sends the sports traveler his  
  
Invoice with its terms and conditions. The sports traveler has to pay the remaining 90% of the travel price to the sports travel provider. The sports travel provider coordinates with the sports traveler the necessary dates and modalities of the booked sports services (courses, green fees, Equipment, applications).
4. The sports travel provider will immediately inform sportmeeting.co.uk of any disruption to this process.

## § 7 LIABILITY AND INDEMNIFICATION

1. sportmeeting.co.uk is not liable for damage or other claims arising from the contractual relationship between the sports travel provider and the sports traveler. sportmeeting.co.uk will not  
  
Contractual partner in the contract between the sports travel provider and the sports traveler. the Sportmeeting.co.uk's activity is limited to the publication of advertisements.
2. Under the contractual relationship with sportmeeting.co.uk, sportmeeting.co.uk is only liable for damage from slightly negligent breach of duty for the foreseeable average damage typical for the contract. The liability for vicarious agents and legal representatives of sportsmeeting.com applies accordingly. If the contractual partner is an entrepreneur within the meaning of § 14 BGB,

sportmeeting.co.uk is not liable for the breach of non-essential contractual obligations in a slightly negligent manner. Otherwise, the statutory provisions apply.

3. The limitations of liability in paragraph 2 do not apply

1. if a guarantee is breached

2. in the event of a violation of the Product Liability Act

3. in the absence of a guaranteed quality

4. for claims arising from fraudulent behavior on the part of sportmeeting.co.uk

5. in the case of liability for a guaranteed quality feature and

6. in the event of injury to life, body or health

4. In the event that sportmeeting.co.uk due to the submitted material as well

Images and descriptions of the sports travel provider or contributions from

Sports travel provider or other contribution by users of the web portal is exceeded by claims of third parties or due to the misuse of an account by third parties, the sports travel provider releases sportmeeting.co.uk from these claims. Furthermore, the sports travel provider sportmeeting.co.uk reimburses the damage from necessary legal defense against claims by third parties based on the material submitted by the sports travel provider, as well as images and descriptions. The same applies to further claims from actions or

Injuries for which the sports travel company is responsible.

## § 8 AVAILABILITY OF THE WEB PORTAL / CHANGES

sportmeeting.co.uk endeavors to ensure the seamless availability of the web portal. Nevertheless, there may be temporary failures, e.g. for maintenance reasons. The temporary failure of the web portal does not entitle you to any claims

against sportsmeeting.com. sportmeeting.co.uk is also entitled to change the functions and design of the web portal without this affecting the contract.

## § 9 FINAL PROVISIONS

1. sportmeeting.co.uk is entitled to change the content of the GTC without giving reasons with the consent of the sports travel provider. The changed conditions will be sent to the sports travel provider by email no later than two weeks before they come into effect.

If the sports travel provider does not object to the validity of the new terms and conditions within four weeks of receiving the email, the changed terms and conditions are deemed to have been accepted. The consent to the contracting party