

#### 1. Booking

1. Bookings will be effective after confirmation by Chris Marquardt Tours & Workshops.
2. Before confirmation of the booking by Chris Marquardt Tours & Workshops the client has to agree with the offered itinerary, the total tour price and the Terms and Conditions as provided
3. Payment of the workshop or tour deposit constitutes agreement with these terms and conditions.

#### 2. Payment

1. At the time of confirmation a deposit of a part of the total confirmed tour price is required. The deposit amount is indicated on the tour's web page.
2. The remainder of the tour price is payable no later than 49 days before departure of the confirmed tour.
3. If complete payment has not been made as per above, Chris Marquardt Tours & Workshops is not obliged to conduct the tour.

#### 3. Price adjustment

1. Chris Marquardt Tours & Workshops reserves the right to adjust the total confirmed tour price in case of any unforeseen price increment after the confirmation of the booking up to a maximum of 10% until 49 days before the start of the tour. The client has the right to reject this increment, in which case Chris Marquardt Tours & Workshops will cancel the confirmed booking and in such an event only agrees to refund all monies already paid and received from the client.

#### 4. Cancellation

1. Each deposit, regardless of amount, is refundable not more than 20%.
2. Any cancellation of a confirmed booking must be done in writing. Cancellations are subject to the following charges:
  - a. 49 days or more prior to departure: a handling fee of 75 EUR.
  - b. 29 days to 48 days prior to departure: 50% of the total confirmed tour price
  - c. 15 days to 28 days prior to departure: 70% of the total confirmed tour price
  - d. 14 days or less prior to departure: 95% of the total confirmed tour price
3. Special cancellation fees may apply for third party bookings
4. Chris Marquardt Tours & Workshops reserves the right to cancel the tour without prior notification in case of circumstances beyond its control, such as natural disasters, political unrest, or public health emergencies. In such an event, Chris Marquardt Tours & Workshops only agrees to refund all monies already paid and received from the client.

#### 5. Changes and Alterations

1. Chris Marquardt Tours & Workshops shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the tour due to any circumstances beyond the reasonable control of Chris Marquardt Tours & Workshops, including but not limited to, war or threat of war, sabotage, civil disturbance, quarantine, government intervention, weather conditions, natural disasters, or other unexpected occurrences.
2. In the unlikely event of a vehicle breakdown that is beyond the control of Chris Marquardt Tours & Workshops and beyond immediate repair, Chris Marquardt Tours & Workshops will arrange alternative means of transport in the fastest possible time. Chris Marquardt Tours & Workshops reserves the right to alter the itinerary accordingly in order to make up any time lost due to any unforeseen circumstances.
3. No refunds are given for circumstances arising beyond Chris Marquardt Tours & Workshops' control.
4. Changes and alterations requested by client(s) are, within reason, handled free of charge by Chris Marquardt Tours & Workshops. Any additional cost by third party bookings arising from these changes or alterations are payable by the client.

#### 6. Liability

1. The client agrees to release and hold harmless Chris Marquardt Tours & Workshops, its representatives, and employees from any and all liability, claims, or causes of action arising from the client's participation in the tour, including but not limited to any injury, illness, death, loss, or damage to property. This release and indemnification apply regardless of the cause, including negligence on the part of Chris Marquardt Tours & Workshops, its representatives, or employees.
2. Chris Marquardt Tours & Workshops only acts as an agent for its clients in all matters relating to the providers of accommodation, any means of transport, and other third-party suppliers. All bookings will be subject to the Terms and Conditions of the third-party supplier, and Chris Marquardt Tours & Workshops disclaims any liability for injury, death, damage, loss, accident, or delay that may be caused by the third-party supplier.
3. Chris Marquardt Tours & Workshops liability to passengers carried in its own vehicles is governed by the laws of the destination country and all claims are subject to the jurisdiction of the court of the country in which the cause of action arises.
4. Chris Marquardt Tours & Workshops reserves the right to employ subcontractors to carry out any or all parts of the services agreed to be supplied and in any event of the exercise of such right the terms of clause 6.3 relating to Chris Marquardt Tours & Workshops liability shall apply.
5. The carriage and storage of all baggage and personal effects are at all times the client's risk and Chris Marquardt Tours & Workshops will not accept any liability for any loss or damage of baggage or personal effects.

#### 7. Insurance

1. **All insurance is solely the responsibility of the client. Before a client commences a tour, he/she should arrange his/her own insurance with protection for the full duration of the travel, to cover personal injury, medical expenses, repatriation expenses and loss or damage of luggage.** If a client falls ill, all hospital expenses, medical expenses, doctor's fees, repatriation costs, etc. are the client's responsibility and Chris Marquardt Tours & Workshops shall not be liable for any refund of the confirmed tour rate whatsoever. **Insurance to cover cancellation of the confirmed tour is strongly recommended.**

#### 8. Chris Marquardt Tours & Workshops Responsibility and Rights

1. Chris Marquardt Tours & Workshops will make every possible effort to operate a tour according to confirmed itinerary and the confirmed total tour rate and will try to substitute any amendment with the same or better quality if possible.
  2. The information confirmed by Chris Marquardt Tours & Workshops is given in good faith and is based on the latest information available and serves as a guideline only. Chris Marquardt Tours & Workshops reserves the right to change the facilities or transport described without being liable for any compensation or refund.
9. Chris Marquardt Tours & Workshops Authority
1. Any decision made by the Chris Marquardt Tours & Workshops representatives on the tour shall be deemed final on all matters.
  2. Chris Marquardt Tours & Workshops shall not be responsible or liable for any client who commits an illegal or unlawful act, or the consequences of such an illegal act. The client may in such circumstances be excluded from the tour without a refund, at the sole discretion of the Chris Marquardt Tours & Workshops.
  3. If Chris Marquardt Tours & Workshops considers a client unsuitable for a tour (due to mental or physical illness or implied danger to any other client or Chris Marquardt Tours & Workshops representative), before or during the tour, it may at its sole discretion decline to carry the client further without any refund whatsoever.
10. Client Responsibility and Rights
1. The onus is on the client concerned to fully acquaint themselves with the Terms and Conditions set herein and all matters such as visas, required documentation, payment schedules, cancellation policies and liability.
  2. It is the client's sole responsibility to ensure that passport, visa, permits, and immunizations required for the tour are obtained well in advance and are in order for a visit to the destination country. Clients are responsible for any fines or penalties they might incur due to a lack of proper documentation. Chris Marquardt Tours & Workshops cannot be held liable for any failure or additional cost on the part of a client to be in possession of the correct travel documentation.
  3. In the unlikely event that the client has a complaint against Chris Marquardt Tours & Workshops, the company must be informed immediately, in order that an opportunity is afforded to investigate the situation and provide redress.
  4. The client agrees to follow the appropriate Leave No Trace principles ("Know Before You Go, Choose The Right Path, Trash Your Trash, Leave What You Find, Be Careful With Fire, Respect Wildlife, Be Kind To Other Visitors")
  5. The client agrees to act in a considerate manner toward all group members and with respect for the destination country's customs.
11. Audio/Video Recording & Photography
1. The client gives their consent for Chris Marquardt Tours & Workshops to use their photograph, likeness, and/or voice to be used in its publications, including but not limited to its website and associated media such as podcasts. Clients who wish to opt-out of having their photograph, likeness, or voice used in Chris Marquardt Tours & Workshops' publications must notify Chris Marquardt Tours & Workshops in writing prior to the start of the tour. Chris Marquardt Tours & Workshops will make reasonable efforts to respect the client's opt-out request, but cannot guarantee that the client will not appear in any incidental background images or recordings.
  2. Documentation via filming, videotaping, audio recording, still photography and other forms of media is an important aspect of a Chris Marquardt Tours & Workshops tour or class but is not promised or guaranteed. Chris Marquardt Tours & Workshops will document the tour or class to the best of their ability depending on time, schedule, health of photographer(s), health of clients, weather conditions and other aspects as they arise.
12. Disputes
1. Any dispute arising out of these Terms and Conditions is subject to the laws of Germany.

*Barsinghausen, March 2023*