



General Terms and Conditions

Beratungsagentur Moritz Leidel
Inhaber: Falk-Moritz Leidel
Alt-Erlenbach 21, 60437 Frankfurt am Main, Deutschland

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts between Beratungsagentur Moritz Leidel (hereinafter referred to as the "Organizer") and participants of organized drives, events, and related services.

They apply to consumers (§ 13 German Civil Code – BGB) and entrepreneurs (§ 14 German Civil Code – BGB) unless otherwise agreed.

2. Subject of the Contract

The Organizer arranges exclusive drives and events involving classic cars and sports cars. Depending on the event description, the services may include in particular:

- Participation in organized drives
- Hotel accommodation
- Toll fees
- Catering services (partially)
- Merchandise
- Photo and video documentation

The specific scope of services is determined exclusively by the respective event description and the invoice.

3. Application Procedure and Conclusion of Contract

1. Submitting an application via the participation form does not constitute a binding contractual offer.
2. The Organizer selects participants at its own discretion. There is no entitlement to participation.
3. Selected applicants receive an offer to participate and have 14 days to accept it.
4. After acceptance, the participant receives an invoice.
5. The contract is concluded only upon full receipt of payment.

The Organizer is entitled to reject applications or participants without stating reasons.

4. Prices and Payment Terms

Payment must be made within 7 days of invoicing via bank transfer or PayPal. Only upon receipt of payment is the participant officially admitted to the event.

5. Participation Requirements

Participants must:

- Hold a valid driver's license
- Drive a properly registered and liability-insured vehicle
- Ensure that their vehicle is in a roadworthy condition in accordance with German road traffic regulations (StVO)

Each participant drives their own vehicle at their own responsibility.

6. Personal Responsibility and Driving Conduct

German road traffic regulations (StVO) apply throughout the entire event. Each participant is solely responsible for their driving behavior.

Organizational instructions or briefings by the Organizer serve only the coordination of the event and do not constitute driving instructions.

7. Insurance Obligation

Each participant is responsible for having sufficient insurance coverage, in particular the legally required motor vehicle liability insurance.

The Organizer does not provide any additional insurance coverage.

8. On-Site Liability Waiver

Before the start of the event, each participant must sign a separate liability waiver and acknowledgment of risk declaration.

Participation is not permitted without this declaration.

9. Exclusion of Participants

The Organizer may exclude participants from the event at any time, particularly in cases of:

- Participation in road traffic under the influence of alcohol or drugs in violation of legal regulations
- Dangerous or grossly unlawful driving behavior
- Disregard of organizational instructions
- Seriously disruptive behavior

In the event of exclusion, there is no entitlement to a refund.

10. Withdrawal / Cancellation Policy

Cancellation up to 4 weeks before the event start: 25% cancellation fee
Cancellation up to 2 weeks before the event start: 50% cancellation fee
Cancellation less than 2 weeks before the event start: 100% cancellation fee
The decisive factor is the receipt of the cancellation notice by the Organizer.

The participant is entitled to prove that no damage or significantly less damage has occurred. Costs for already produced custom-made items (e.g., personalized merchandise) must be borne additionally by the participant.

Tickets are personal and non-transferable.

11. Changes to Services

The Organizer is entitled to change routes, hotels, or program items if this is necessary for organizational reasons, reasonable for the participant, and the overall character of the event is maintained.

12. Force Majeure

If the event is canceled due to circumstances beyond the Organizer's control (e.g., extreme weather conditions, official orders, road closures), there is no entitlement to a refund.

Instead, the Organizer will offer an alternative date or a voucher.

13. Third-Party Services

Hotel, catering, photography, or other third-party services are provided by external partners. In this respect, the Organizer acts solely as an intermediary and is not liable for their performance or quality.

14. Photo and Video Recordings

The Organizer is entitled to use photo and video recordings created during the event for marketing purposes without limitation in time or location.

Participants may inform the Organizer in advance if they do not wish to be recognizable in such recordings.

15. Usage Rights to Media Material

Participants may use provided photo and video material exclusively for private purposes. Publication is permitted only if the photographer and event name are credited (e.g., "Photographer Name for Sickalps").

Sponsors may receive extended usage rights within the framework of individual agreements.

16. Liability of the Organizer

The Organizer is fully liable in cases of intent and gross negligence as well as for damages resulting from injury to life, body, or health.

In cases of slight negligence, the Organizer is liable only for the breach of essential contractual obligations and limited to the foreseeable, typical contractual damage.

Any further liability is excluded.

17. No Right of Withdrawal

As these are leisure events with fixed dates, there is no right of withdrawal pursuant to § 312g para. 2 no. 9 German Civil Code (BGB).

18. Applicable Law and Jurisdiction

The law of the Federal Republic of Germany applies.

For merchants and legal entities under public law, the place of jurisdiction is the Organizer's registered office.

19. Severability Clause

Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.