

# **General Terms and Conditions**

## **Berliner Höhenweg - Berlin High Trail (ZILLERTAL CIRCUIT)**

### **1. General/Area of application:**

These General Terms and Conditions (GTC) apply on the day of booking and in the version available online under [www.naturpark-zillertal.at](http://www.naturpark-zillertal.at) under menu item „*Trekking the Berliner Höhenweg*“ for all contracts concluded between the Naturparkbetreuung Zillertaler Alpen Association (ZVR-number: 794669566) 6295 Ginzling Nr. 239 – hereinafter referred to as „Association“ - and the respective Guest on booking „*the Berlin High Trail*“ *Trekking* offered by the Zillertal Alps Nature Park. The GTCs shall be deemed part of the contract when:

- the Guest makes a booking via the internet. The applicability of the GTCs is accepted by clicking the appropriate field and sending the booking data;
- for other bookings, such as those made direct in the Nature Park offices, the GTCs shall be printed out and are deemed to apply to the sales contract.

Concluded contracts are subject exclusively to these GTCs, which can be viewed electronically, saved and printed out by the Guest. Agreements deviating from those specified in this contract are only valid when made in writing.

### **2. Character of the trekking tour/personal responsibility:**

The Guest is expressly drawn to the fact that the Berlin High Trail leads over trails and paths in mountainous and high alpine terrain. Depending on weather conditions, altitude, time of year etc., the tour is inevitably associated with alpine risks. The tour necessitates good mountain equipment, stamina (standard walking times of 9 hours per day), sure-footedness, a good head for heights and the necessary skills to evaluate alpine dangers and changing weather conditions objectively. This is not a guided tour and is undertaken entirely at the Guest's own risk. Due to the alpine nature of the tour, the route may not be passable in its entirety.

### **3. Conclusion of Contract and its Execution:**

#### **a) Conclusion of Contract:**

The contract is deemed to be concluded on payment of the agreed total purchase price by the Guest. The Association accepts no partial payments. Together with the booking confirmation, the Guest will receive the „*Berlin High Trail*“ brochure, maps and information, as well as a book of vouchers for the booked services.

#### **b) Remote sales:**

Even if the booking is made using another means of communication (email, telefax etc.), the provisions of the Remote Sales Act (BGBI. I Nr. 185/1999 – Article 5a to Article 5j of the Consumer Protection Act) are not applicable to this contract, as the offer includes only leisure services.

#### **c) Booking Period:**

In principle, only reservations for a specific period will be accepted.

#### **d) Booking for Multiple Participants:**

If the Guest makes a reservation for multiple participants, he/she is liable to the Association for the total agreed fee for all participants.

#### **e) Transfer of Contract:**

The Guest is entitled to transfer the contractual relationship to another suitable Guest. In this case, the original and new Guest are liable jointly for the total agreed fee for all participants. Fees that have already been paid to the Association will be deemed as paid for the new Guest. Any reimbursements of payments that may have been made should be settled internally between the Guests.

#### **f) Postponement:**

A one-off postponement of the trekking tour within the same season is possible without incurring a fee, subject to accommodation availability. An administration fee of € 15.- will be made for any further postponements.

**g) Insurance Coverage:** The Guest is recommended to take out personal liability, accident, health and rescue costs insurance. Such insurance cover is regularly associated with membership of one of the Alpine clubs such as the German or Austrian Alpine Associations. Moreover, the Guest is advised to purchase cancellation insurance.

#### **4. Cancellation Conditions:**

In the following cases and subject to the following conditions, the Guest may terminate the contract, whereby the stated cancellation fee is agreed upon as flat-rate compensation:

##### **A. Cancellation prior to the contractually agreed date with no evidence for the reason of withdrawal:**

€ 15,--	up to 30 days before commencement of journey
20 % of the booking sum	29 to 10 days before commencement of journey
100 % of the booking sum	from the 9th day before commencement of journey
100 % of the booking sum	in the event on non-commencement of journey („no show“)

The Association is entitled to deduct administration fees and/or cancellation fees from payments the Guest has already made.

##### **B. Cancellation prior to the contractually agreed date with documentary evidence for the reason of withdrawal:**

a) in the event of a death of a member\* of the Guest's family, on presentation of the death certificate or other appropriate documentary evidence until one day before commencement of the tour, no charge will be made.

In the event of group bookings, only the Guest to whom the deceased is related may withdraw from the booking.

b) in the event of unexpected ill health, making it impossible for the affected person to commence the trekking tour, on presentation of a medical certificate confirming the reason for withdrawal until one day before commencement of the tour, a cancellation fee of 20% of the booking sum will be charged.

##### **C. Cancellations during the tour with documentary evidence for the reason of withdrawal:**

a) in the event of unexpected ill health, making it impossible for the affected person to continue the trekking tour, on presentation of a medical certificate confirming the reason for withdrawal at any time during the tour, a cancellation fee of 20% of the sum of non-consumed services will be charged.

b) in the event of a death of a member\* of the Guest's family, on presentation of the death certificate or other appropriate documentary evidence at any time during the tour, no charge will be made. Guests are asked to refer to Point 4.B.a) for the definition of family member and necessary nature of a relationship with the Guest to be covered by the right to withdrawal. Should C.a and C.b apply to the reason for cancellation, the Guest has the opportunity to use non-consumed services at a later date during the remaining season within the same calendar year, subject to availability and prior booking.

##### **D. Unused Services**

The Vendor will not reimburse booked services that are not taken advantage of by the Participant during the booked period.

#### **5. Cancellation by the Association:**

The Association may terminate the contract in the following cases and subject to the following conditions:

- a) without providing proof or reason for cancellation, up to 30 days before commencement of the tour;
- b) at any time when the contract cannot be fulfilled on the Association's part, in particularly when the tour route is inaccessible/impassable.

In both case, the total sum paid will be reimbursed to the Guest.

#### **6. Disruptions to Services:**

The Association is not liable for disruptions to services caused by reasons beyond their control and reimbursement of fees paid, in whole or partial, will not be made. For example, the impassability of mountain passes due to snow conditions, rock fall or bad weather etc., resulting in cessation of the tour. In such cases, the Guest has the opportunity to spend the remaining overnight stays booked within the offer at accommodation providers in the valley, subject to availability.

## **7. Liability:**

The Association is committed to the careful selection of the respective service provider(s). The Association is not, however, responsible for the provision of services by a third party. In any case, the Association shall only be liable for damages resulting from non-performance or improper performance of the contracted services insofar as damages resulting from gross negligence and intent. The Association shall also be liable for slight negligence in cases of personal injury.

## **8. Data protection, marketing:**

a) use of personal data by the Association:

The Association is entitled to save and process personal data provided by the Guest in order to fulfil the agreed contract and pass said data on to the respective service providers, in accordance with data protection regulations (in particular the Data Protection Act 2000 - DSG).

The Guest agrees that his/her personal data may be used exclusively by the Association for marketing activities. This permission may be revoked at any time.

b) The guest has the right to object, right of information as well as the right to correction or deletion according to the Data Protection Act 2000.

- The Guest can oppose the use or disclosure of data - if the use of this personal data is not requested by law - and object against the use of said data for reasons of confidentiality. (Section 28 Data Protection Act 2000).

- The Guest may demand (in writing and with proof of identity) information on his/her processed data at any time and at no cost (Section 26 Data Protection Act 2000).

- After receiving a reasoned request from the Guest, the Association will rectify or erase any processed data that may be contrary to the provisions of the Data Act (Section 27 Data Protection Act 2000).

## **9. Final Provisions:**

a) Severability Clause:

The inefficacy of individual regulations does not affect the remaining effectiveness of the contract and these GTCs. In this event, subsequent interpretation of the contract is then applied so that the invalid regulation is replaced by one which comes as close as possible to the purpose pursued by the contractual parties in the invalid regulation.

b) Applicable Law / Jurisdiction:

Austrian substantive and procedural law applies to the legal relationship between the Association and the Guest. The courts responsible for the headquarters of the Association in A-6295 Ginzling shall have exclusive jurisdiction.

\* Family members of a Guest are deemed to be relatives by blood or marriage in the direct line, his/her spouse or registered partner and siblings of the spouse or registered partner, their siblings and spouse and registered partner, children and grandchildren, siblings of parents and grandparents, cousins, father/mother of the Guest's child, the Guest's adoptive and foster parents, as well as those dependent upon, or on whom the Guest is dependent. Those living in a consensual union will be treated as relatives, their children and grandchildren will also be deemed to be family members.