

## **General Terms and Conditions - „Berliner Höhenweg - Berlin High Trail“ Trekking Package**

The contract is governed exclusively by our General Terms and Conditions (GTC); other terms and conditions shall not become part of the contract content, even if we do not explicitly contradict them!

### **1. General**

These GTC apply to the „Berlin High Trail“ Trekking Package, offered by the Zillertal Alps Nature Park in conjunction with other service providers. The Berlin High trail is a high alpine trail and its use necessitates sure footedness, a good head for heights, good physical condition and basic knowledge of alpine dangers. The Zillertal Alps Nature Park is both the Vendor and contractual partner of package-booking customers and authorised participants.

The contractual partner (Customer) is the person who makes the booking and with whom the contract is concluded.

Participant(s) are the person(s) authorised to use the services arising from the contractual agreement concluded between the Vendor and Customer.

After registering in writing using the application form on the Vendor's homepage ([www.naturpark-zillertal.at](http://www.naturpark-zillertal.at)) all booking details relevant to the Customer and Vendor will be clarified (date, number of participating persons, exact route). When an agreement between both contractual partners has been established, both the Vendor and Customer agree in writing that the booking is binding.

The Customer making the booking is not only responsible for his/her own contractual obligations, but also for the contractual obligations of all participants listed in the application. The Contract shall come into being on its acceptance by the Zillertal Alps Nature Park.

### **2. Payment and Redemption of Services**

Payment of the acquired services shall be made by the Customer in the form of a bank transfer. Full payment of the entire invoice sum is to be made to the Vendor. Deposit or partial payments will not be accepted by the Vendor

On payment, the Customer will receive a booklet of vouchers. This booklet contains vouchers for all the respective service components which have been booked. The Customer is required to carry the voucher booklet with him/her during their journey along the Berlin High Trail and present the relevant tear-off vouchers to the respective service providers (mountain refuge huts, public transport, taxis etc.). If the Customer is unable to present the service provider with a voucher, the respective service provider is entitled to charge the standard price for the service, or services, provided to the Customer.

### **3. Object of Agreement, Additional Services, Unused Services**

#### **3.1. Object of Agreement**

The subject matter of the contract are those services offered at the time of booking, according to descriptions found in the brochures, catalogues, homepage and other similar promotional material. Services not mentioned in the package description, such as overnight stays in a "Room" category or half board at the mountain huts, is to be arranged by the Participant at his/her own expense. No detailed invoice will be issued listing the individual service components, but a total invoice for the entire sum of the booked package.

#### **3.2. Additional Services**

The Participant is responsible for ensuring compliance with all passport, visa, foreign exchange and health regulations at his/her own expense. Any losses or disadvantages resulting from non-compliance shall be borne by the Participant.

#### **3.3 Unused Services**

Booked services that are not taken advantage of by the Participant during the booked period will not be reimbursed by the Vendor.

#### **4. Prices**

The rates published on the day of booking apply. The agreed prices apply for individual offers and packages.

#### **5. Cancellation by the Customer, Changes to Existing Bookings, Replacement Services**

The Customer can withdraw from the booked services at any time prior to commencement of journey. The date on which the Vendor receives the cancellation is relevant. For this reason, cancellations by the Customer should always be made in writing.

##### **5.1 Cancellation prior to the contractually agreed date („Commencement of Journey“)**

In the case of cancellation of the booking by the Customer, we generally charge a following flat rate cancellation fee of:

€ 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

In the event of a verifiable death in the family, cancellation is possible up to one day before the booked date without incurring a cancellation fee. In the event of illness/injury, cancellation is possible up to one day before the booked date, whereby proof is required in the form of a medical certificate. In this case, the cancellation fee is 20% of the booking sum.

##### **5.1 Cancellations during the journey**

In the event of cancellation during the journey due to a verifiable death in the family, 100% of the remaining unused services will be refunded.

In the event of cancellation during the journey due to illness/injury, 80% of the remaining unused services will be refunded after evidence is provided in the form of a medical certificate.

#### **6. Alternative Dates**

In the event of premature termination of the package, it is possible to consume unused services (overnight stays, meals, transfers) during the remainder of the current booking year.

A transfer of services to subsequent booking years is excluded by the Vendor.

#### **7. Substitute Participants**

Up to the commencement of journey, the Customer can substitute his/her participants with a third party so long as his/her participation does not infringe statutory provisions or official orders.

If a third party enters into the Contract, he/she and the Customer as joint debtors are responsible for ensuring the entire booking sum is paid to the Vendor.

#### **8. Cancellation due to Force Majeure**

Grave complications, hazards or impairments as a result of unpredictable circumstances, such as war, civil unrest, epidemics, and sovereign regulations (withdrawal of land rights, border closure) natural disasters, destruction of accommodation or similar cases entitle both parties to cancellation, solely subject to this regulation. The Vendor is entitled to payment for services already rendered.

## **9. Insurance**

### **9.1. Cancellation Insurance**

We recommend that you purchase cancellation insurance.

### **9.2. Travel Insurance**

Travel insurance is strongly recommended to non-members of Alpine Associations. Members of the German and Austrian Alpine Associations are insured under the Alpine Association Worldwide Service.

## **10. Guarantee**

### **10.1. Guarantee and Rectification**

Participants have the right to rectification in the event of non-delivery or unsatisfactory delivery of services. The Vendor primarily meets these requirements by rectifying the defect or providing an equivalent alternative.

### **10.2. Guarantee and Deadlines**

The Participant must inform a representative of the Vendor immediately of any shortcomings found during the booked period of stay. Failure to make this notification shall not alter the Customer's legitimate claim, but can lead to contributory negligence by the Participant.

### **10.3. Subjective Destinations and Route Plan**

The Vendor provides no guarantee in any form for the successful completion of planned subjective destinations (e.g. „good weather“)

Similarly, the Vendor does not guarantee that the inter-linking alpine crossings and paths between the participating mountain (refuge) huts are passable during the entire period for which the Trekking Packages are offered. Therefore; it may be possible that due to heavy snowfall or (short term) trail closures, participants may have to take alternative routes to reach the next stage of their planned journey.

## **11. Damages**

The Vendor is only liable for damages in the case of proven intent or gross negligence. The Vendor shall not be liable for damages, lost profits, damages from third party claims or simple financial losses. Liability for minor negligence is excluded.

The Vendor is not liable for damages caused by actions of third parties not attributable to the Vendor, acts of God, or insufficient personal or technical prerequisites of the participant, or loss or theft of items the participants bring with them.

As consumer, mandatory statutory provisions remain unaffected with regards to the participant, as defined by the Consumer Protection Act.

## **11. Place of Jurisdiction**

Zell am Ziller District Court

## **12. Association Headquarters**

Hochgebirgs-Naturpark Zillertaler Alpen

Naturparkhaus Nr. 239

A-6295 Ginzling

ZVR-Nr.: 794669566