

Standard Terms of Business of the Alpenverein-Akademie of the Österreichischer Alpenverein (Austrian Alpine Association)

1. General

- 1.1. These Standard Terms of Business (STB) shall apply to all events provided by the Österreichischer Alpenverein within the framework of the Alpenverein-Akademie.
- 1.2. Unless an express reference is made to another operator, the events offered in the brochure, catalogue, website and other advertising material are operated by the Alpenverein-Akademie. In the event of an express reference to another operator, the medium in question shall merely serve as an advertising platform and the contract shall be concluded with the operator in question and not with the Alpenverein-Akademie. In such a case, the Alpenverein-Akademie merely acts as a broker – in such event these STB shall only apply to the brokering activity – and the STB of the operator providing the service shall apply to the event itself.
- 1.3. The contracting partner shall be the person who makes the booking and with whom the contract is concluded.
- 1.4. A participant is anyone who is entitled to participate in the event on the basis of the contract concluded.
- 1.5. Preconditions for participation are the requirements that must be satisfied by a participant in order for him or her to be able to make use of the service. These are specified for each event. Upon demand, each participant shall be obliged to prove that he or she satisfies the preconditions for participation.
- 1.6. Any departures from and amendments of these STB shall be set out in the corresponding advertising material. Other than this, the Standard Terms of Business can only be amended by means of an express written agreement with the Alpenverein-Akademie.

2. Conclusion of contract

- 2.1. An event can only be booked using the booking form provided on the website www.alpenverein-akademie.at.
- 2.2. Making a booking shall be deemed to be confirmation that the participant satisfies all the preconditions for participation set out in the advertisement (see also 1.5).
- 2.3. A contract that shall be binding on both contracting parties shall be concluded by the contract partner making the booking and the Alpenverein-Akademie sending written confirmation of booking/invoice.

3. Subject matter of the contract and collateral services

3.1. The subject matter of the contract shall be the services that at the time of the booking are set out in the description of performance in brochures, catalogues, on the website and other advertising material.

4. Prices

4.1. The prices stated on the date of booking shall apply. For individual offers, the prices agreed shall apply.

4.2. Services not set out in the description of the event such as for instance travel to the event or transfers shall be organised by the participant at his or her own expense.

4.3. The prices stated shall constitute the gross price payable (including all taxes), by the contracting partner.

5. Payment

5.1. The payment shall be due upon receipt of the confirmation of booking/invoice, but at the latest 90 days before the event.

6. Transfer of the entitlement to the provision of the event

6.1. The participant shall be entitled to transfer the contractual relationship to a third party provided that the latter can prove that he or she satisfies the required preconditions for participation. The transfer shall be notified to the Alpenverein-Akademie within a reasonable period before the start of the event.

6.2. In the event of a transfer, the contracting partner and the third party shall be liable jointly and severally for outstanding payments and a handling fee of EUR 30.00.

7. Insurance

7.1. We recommend you to conclude cancellation insurance. At the time of booking, the direct link to Europäische Reiseversicherung can be used.

7.2. For non-members, travel insurance is urgently recommended (members of the Österreichischer Alpenverein are insured within the framework of the Alpenverein Weltweit Service).

8. Warranty

8.1. In the event of a failure to provide services or the deficient provision of services, the participant shall be entitled to a warranty claim. The Alpenverein-Akademie

shall primarily satisfy this warranty by remedying the deficiency or by providing an equivalent alternative.

- 8.2. The participant shall notify a representative of the operator immediately of any deficiency that he or she identifies during the event. The failure to make this notification shall not affect the claims under the warranty but may lead to the joint culpability of the participant.
- 8.3. However, the Alpenverein-Akademie shall not provide a warranty for the achievement of subjective notions of the objectives (e.g. success of the training, reaching the summit).

9. Damages

- 9.1. The Alpenverein-Akademie shall only be liable for damages in the event of intent or gross negligence. The Alpenverein-Akademie shall not be liable for consequential losses, lost profit, damages resulting from third-party claims or purely financial losses. Liability in the event of slight negligence shall be excluded except in the event of personal injuries. The Alpenverein-Akademie shall not be liable for damages that were caused by acts by third parties not attributable to the Alpenverein-Akademie, force majeure or the participant's failure to satisfy the personal or technical preconditions, or for loss and theft of objects that the participants carry with them. The aforesaid shall not affect binding statutory liability provisions benefiting participants as consumers within the meaning of the Austrian Consumer Protection Act.
- 9.2. The participant shall be liable to the Alpenverein-Akademie for damages, in particular through the loss of or damage to borrowed equipment.

10. Data protection, advertising, customer's consent

- 10.1. The Alpenverein-Akademie processes personal details for the purpose of the organisation of events, such being in compliance with the relevant data protection regulations.
- 10.2. The Alpenverein-Akademie shall be entitled to draw up for each event a list containing the participants' personal details for organisational purposes. This list of participants can be communicated to the course director and the accommodation provider.
- 10.3. If the contracting partner actively gives his/her consent during the booking process, the personal data may also be communicated to other participants for the purpose of car-sharing.

- 10.4. The participant consents to his or her contact details being used for Alpenverein-Akademie marketing activities. The consent to this use can be revoked at any time.
- 10.5. Photos and films are made at selected events for Alpenverein-Akademie advertising. Consent to the use thereof will be granted in writing by the contract partners and the participants, and is not a precondition for participation.

11. Withdrawal from contract and participant's nonappearance

11.1. Participant's withdrawal before commencement of the event

- 11.1.1. In return for payment of a cancellation fee, the participant shall be entitled to withdraw from the contract. Cancellation shall be made in writing and shall enter into effect on the day on which it is received by the Alpenverein-Akademie.
- 11.1.2. The amount of the cancellation fee shall be determined according to the time of the confirmation of withdrawal. In the event of a withdrawal from the contract up to at the latest 30 days before the start of the event, the participant shall merely pay a handling charge of EUR 30.00. If the participant withdraws up to 14 days before the start of event, the cancellation fee shall be 20% of the event price; in the event of withdrawal on or after the 13th day before the start of the event, the cancellation fee shall be 100% of the event price.

For participants who are being trained for honorary activities within the framework of the training of officials, the cancellation fees shall be retained from the personal contribution and the section's contribution. In the case of tour leaders and youth leaders, the handling fee shall be retained from the personal contribution, in the case of all other officials' courses (with cost participation), from the section's contribution. In the event of withdrawal after the 29th day before the start of the event, the personal contribution and the section's contribution shall be applied in entirety as cancellation fee.

11.2. Participant's nonappearance

- 11.2.1. If the participant fails to attend the booked event, the entire price shall be payable.

11.3. Withdrawal by the participant during the event

11.3.1. If the participant departs prematurely as a result of illness or an injury, he or she shall be entitled to a claim to refund of the amount of the expenditure that the Alpenverein-Akademie saves as a result. This shall apply if the amount paid by the participant cover the costs, i.e. it does not apply to the personal contribution and the section's contribution for officials.

11.4. Withdrawal by the operator before the start of the event

11.4.1. The operator shall be released from performing the contract if

- a) a minimum number of participants determined in advance and stated in the advertisement is not achieved and if the customer is notified in writing of the cancellation within a reasonable period of time, or
- b) the performance of the event is not possible as a result of force majeure. Force majeure shall be any event that cannot be influenced by the operator such as war or warlike conditions, natural disasters or strike.

In cases falling under Section 11.4.1 a) and b), the participant shall be refunded the price paid. If, however, the participant nevertheless wishes the event to be held t a different time, this shall constitute a new booking which the Alpenverein-Akademie can again accept by means of a written confirmation.

11.5. Withdrawal of the operator during the event

11.5.1. The operator shall be released from the further performance of the contract with respect to such participants that continue to disturb the conduct of the event deliberately or through grossly inappropriate conduct despite a warning. Non-compliance with the preconditions for participation shall entitle the Alpenverein-Akademie to withdraw from the contract at any time.

11.5.2. In such event (pursuant to Section 11.5.1), the participant shall be obliged to pay the price in full and shall be not be entitled to demand a pro rata refund of the price.

12. Concluding provisions

12.1. The invalidity of a provision of these STB shall not affect the validity of the other provisions.

12.2. Place of performance and exclusive legal venue for contracting partners from third countries (outside the EU) and for entrepreneurs shall be Innsbruck. For consumers whose domicile or ordinary place of residence is in Austria or who

are employed in Austria, jurisdiction shall lie with the court in whose district the domicile, ordinary place of residence or place of employment is located.

- 12.3. Any disputes resulting from or in connection with the contract shall be subject to Austrian law.

This document is an English translation from the original German version. The original German version is the definitive version.

Operator

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