

WELTBEWEGEND ERLEBNISREISEN

STANDARD TERMS OF BUSINESS OF THE BERGSTEIGERSCHULE OF WELTBEWEGEND ERLEBNISREISEN GMBH

1. GENERAL

1.1. These Standard Terms of Business (STB) shall apply to all events provided by the „Bergsteigerschule“ of the Alpenverein Edelweiss within the framework of WELTbewegend Erlebnisreisen GmbH.

1.2. 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.

1.3. 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 WELTbewegend Erlebnisreisen GmbH.

1.4. The contracting partner shall be the person who makes the booking and with whom the contract is concluded.

1.5. A participant is anyone who is entitled to participate in the event on the basis of the contract concluded.

2. CONCLUSION OF CONTRACT

2.1. 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 1.2).

2.2. A contract that shall be binding on both contracting parties shall be concluded by the contract partner making the booking and WELTbewegend Erlebnisreisen GmbH sending written confirmation of booking/invoice.

2.3. WELTbewegend Erlebnisreisen GmbH accepts bookings, rebookings and cancellations only in written form (Email, letter) or personally. Every registration is binding.

2.4. An event can only be booked using the booking form provided on the website www.weltbewegend.at

3. SUBJECT MATTER OF THE CONTRACT AND COLLATERAL SERVICES

The subject matter of the contract shall be the services that at the time of the booking are set out in the description of courses 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. Additional services like flights, rental cars, transfers, additional accommodation etc. can also be provided by WELTbewegend Erlebnisreisen GmbH at extra cost.

5. PAYMENT

A deposit of 20% of the invoice amount shall be due upon receipt of the confirmation of booking/invoice, the final payment should be made 30 days before the beginning of 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 WELTbewegend Erlebnisreisen GmbH 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.

7. INSURANCE

7.1. We recommend every participant of the event to conclude a cancellation insurance at the time of booking.

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. WELTbewegend Erlebnisreisen GmbH 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, WELTbewegend Erlebnisreisen GmbH 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. WELTbewegend Erlebnisreisen GmbH shall only be liable for damages in the event of intent or gross negligence. WELTbewegend Erlebnisreisen GmbH 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. WELTbewegend Erlebnisreisen GmbH shall not be liable for damages that were caused by acts by third parties not attributable to WELTbewegend Erlebnisreisen GmbH, force majeure (or the participant's failure to satisfy the personal or technical preconditions – see 11.4 below), 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 WELTbewegend Erlebnisreisen GmbH for damages, in particular through the loss of or damage to borrowed equipment.

10. DATA PROTECTION BASIC REGULATION, ADVERTISING, CUSTOMER'S CONSENT

10.1. WELTbewegend Erlebnisreisen GmbH processes personal details for the purpose of the organisation of events, such being in compliance with the relevant data protection basic regulations. WELTbewegend Erlebnisreisen GmbH 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.

10.2. 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.

10.3. Photos and films are made at selected events for WELTbewegend Erlebnisreisen GmbH 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 WELTbewegend Erlebnisreisen GmbH.

11.1.2. The amount of the cancellation fee shall be determined according to the time of the confirmation of withdrawal, the cancellation policy is as follows:

cancellation up to 30 days prior departure 20%
cancellation from 29 to 20 days prior departure 30 %
cancellation from 19 to 10 days prior departure 50 %
cancellation from 9 to 4 days prior departure 85 %
cancellation starting 3 days prior departure 100 %
of the total amount of the course cost.

11.2. Participant's nonappearance

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

11.3. Withdrawal by the participant during the event

If the participant departs prematurely as a result of illness or an injury, he or she shall be entitled to claim a refund of the amount of the expenditure that WELTbewegend Erlebnisreisen GmbH saves as a result. This shall apply if the amount paid by the participant covers the costs.

11.4 Failure to meet the course pre-requisites

If the course director deems that a participant does not meet the prerequisites for a particular course, he may ask that participant to leave the course. He or she shall be entitled to a claim to refund of the amount of the expenditure that WELTbewegend Erlebnisreisen GmbH saves as a result. This shall apply if the amount paid by the participant covers the costs.

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

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 (at least 2 months before the course starts) 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 11.5. a) and b), the participant shall be refunded the price paid. If, however, the participant nevertheless wishes the event to be held at a different time, this shall constitute a new booking which WELTbewegend Erlebnisreisen GmbH can again accept by means of a written confirmation.

11.6. Withdrawal of the operator during the event

11.6.1. 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.

11.6.2. In such event, the participant shall be obliged to pay the price in full and shall not be entitled to demand a pro rata refund of the price.

11.6.3. Non-compliance with the preconditions for participation shall entitle WELTbewegend Erlebnisreisen GmbH to withdraw from the contract at any time.

11.6.4. In such event, the participant shall be obliged to pay the price in full and shall 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 Vienna. 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.

13. CONTACT AND INFORMATION

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