

# GENERAL TERMS AND CONDITIONS

## General Terms and Conditions for the Organisation of Mountain Bike Camps and/or Mountain Bike Trainings

### 1. Scope of Application

The present General Terms and Conditions apply for the organisation of mountain bike camps and/or mountain bike trainings by the company Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis (hereafter referred to as : „*Organiser*“) as well as the respective participant in the mountain bike camps and/or mountain bike trainings (hereafter referred to as: „*Participant*“) in their respective version at the time of signing the contract. Any other conflicting General Terms and Conditions of the Participant are not recognised by the Organiser.

### 2. Contracting Parties

The contracting party of the Participant is the company

Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis  
Fisser Strasse 50  
6533 Fiss

CRN: 261000 z, Regional Court Innsbruck  
VAT No. [UID]: ATU61642137  
Director: Fisser-Bergbahnen-Gesellschaft m.b.H. together with Seilbahn Komperdell Gesellschaft m.b.H.  
Telephone: +43/5476/53077-20  
Email: [camp@bikepark-sfl.at](mailto:camp@bikepark-sfl.at)

### 3. Purchase Order and Formation of Contract

The services described on the Organiser's website, particularly the promotion of the organisation of mountain bike camps and mountain bike trainings, do not constitute legally binding offers; they are rather an invitation to the viewer to submit an order to form a contract regarding the organisation and provision of mountain bike camps and/or mountain bike trainings(hereafter referred to as: „Camp Contract“).

Submitting a complete registration form (in writing or by email) together with a parental consent form, if applicable, or submitting all necessary information by phone (or in person) together with giving parental consent, if applicable, constitutes a legally binding offer to the Organiser to form a Camp Contract. The Camp Contract is only formed after receiving a booking confirmation.

If the content of the booking confirmation differs from the content of the registration, this constitutes a new offer to form a Camp Contract; this offer is binding upon the Organiser for the duration of 10 days. The Camp Contract is formed based on this new offer if the Participant confirms the offer in writing within this period of time.

### 4. Prices and Terms of Payment

All prices on the Contractor's website and in any other materials include the Austrian VAT required by law (currently 20%). Payment of the Camp Contract sum must be carried out

within the payment terms specified in the booking confirmation, but not later than at the time of issuing or receiving the event documents.

In the case of default in payment, a default interest charge of 5% p.a. will be imposed.

## **5. Services**

The legally agreed-upon services are described in the specification of services on the Organiser's website as well as in the respective booking confirmation. The information on the Organiser's website is not legally binding upon the Organiser and can be altered by the Organiser at any time. The Participant will be informed explicitly about any changes occurring between the Participant's offer and the Organiser's booking confirmation, so that a new offer is being created by the Organiser – as described in *point 3* of these General Terms and Conditions.

## **6. Service and Price Changes**

Changes or deviations from the agreed-upon contractual terms regarding individual services which become necessary after the formation of the Camp Contract and which are not caused in bad faith by the Organiser are permitted as long as the changes and deviations are not substantial.

The Organiser shall immediately inform the Participant about service changes and deviations. Where appropriate, the Organiser will offer a rebooking or a cancellation to the Participant free of charge.

In case of a substantial change in the agreed-upon services, the Participant has the right to dissolve the Camp Contract without any incurred costs. If the Participant wishes to exercise this right of revocation, the Participant must declare his/her withdrawal to the Organiser within 3 days after being notified about the substantial change; otherwise, he/she agrees with the changes of the agreed-upon services by the Organiser.

## **7. Other Rights of Revocation, Rebookings**

The Participant has the right to withdraw from the concluded Camp Contract at any time by paying the cancellation fees as stated below.

To exercise his/her right of revocation, the Participant must send a declaration of revocation by post or email to the following address or contact the Organiser by phone.

by phone:

+43/5476/53077-20

by post:

Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis  
Fisser Strasse 50  
6533 Fiss

by email:

[camp@bikepark-sfl.at](mailto:camp@bikepark-sfl.at)

In the case of a cancellation by the Participant, the Organiser has the right to charge the following cancellation fees:

- until 30 days before departure: 15% of the agreed-upon total amount
- from 29 days before departure: 30% of the agreed-upon total amount
- from 21 days before departure: 50% of the agreed-upon total amount
- from 14 days before departure: 75% of the agreed-upon total amount
- in case of non-appearance: 90% of the agreed-upon total amount

The decisive date is the receipt of the declaration of revocation by the Organiser.

For any changes made by the Organiser upon request by the Participant regarding dates, destination, place and time of departure or mode of transport after booking a service, the Organiser is entitled to charge a fee of 30.00 EUR (rebooking fee).

#### **8. Revocation and Cancellation by the Organiser**

The Organiser is entitled to withdraw from the Camp Contract effective immediately if the Participant, despite a warning by the Organiser, substantially disturbs delivering of the agreed-upon service or behaves in violation of the contract to an extent that justifies the immediate termination of the Camp Contract. In this case, a refund of the agreed-upon sum to the Participant is excluded and the Organiser is entitled to payment of the total agreed-upon sum.

The Organiser can withdraw from a Camp Contract up to 4 weeks before the start of the agreed-upon service if the announced minimum number of participants is not reached. Any sum already paid by the Participant will be refunded within 14 days.

#### **9. Termination of Contract during Provision of Services**

If the provision of the agreed-upon services is significantly impeded, endangered or adversely affected by a higher power not foreseeable at the time of the formation of contract, the Organiser as well as the Participant are entitled to terminate the Camp Contract effective immediately. In this case, the Organiser is entitled to the aliquot portion of the agreed-upon total sum adequate to the proportion of the already provided service (e.g. if terminating a Camp Contract after 4 of 6 days of the event: 4/6 of the total sum). Furthermore, the Organiser is entitled to claim adequate compensation for providing the services needed in order to end the agreed-upon service (e.g. return transport).

The Organiser is obligated to take all necessary measures, especially to transport the Participant back if a return transport is covered by the Camp Contract.

#### **10. Liability of the Organiser, Limitation of Liability**

The Organiser is liable for:

- the conscientious preparation of the agreed-upon service
- the careful selection and monitoring of individuals providing the services
- regarding the selection and instruction of staff members (especially advisers, mechanics, tour guides/instructors), the Organiser is only liable for due diligence.

The Organiser is not liable in any way for damages which the Participant inflicts to him/herself, to lent equipment or to other individuals or which are inflicted upon him during the agreed-upon service.

The services provided by the Organiser mainly take place in free terrain, partially under difficult or very difficult conditions. Unfavourable weather conditions such as rain, snow, fog or dust can make conditions even more difficult.

Regardless of difficulty level, the technical training courses are very demanding for the equipment as well as the physical fitness and riding technique of the Participants. Therefore, every Participant is urged to only participate in the courses with properly serviced sports equipment and the usual/mandatory safety equipment as well as to realistically assess his/her own capabilities.

As mountain biking is a high-risk sport, accidents and damages can never be ruled out completely; therefore, the following applies when taking part in the mountain bike camps and/or mountain bike trainings arranged by the Organiser:

With the exception of personal injuries, the Organiser is not liable for damages, insofar as those damage are not caused by deliberate or grossly negligent behaviour of the Organiser, his/her legal representatives or agents and the behaviour causing the damages does not relate to the Organiser's main obligations of the concluded Contract. This exclusion of liability does not apply to completely unforeseeable or atypical damages which the Participant could not have anticipated.

#### **11. No Set-Off**

The Participant can only set-off counterclaims which are associated with a legal connection to a claim of the Organiser, which are legally ascertained by a court or are undisputed by the Organiser as well as in the case of insolvency of the Organiser.

#### **12. Privacy Policy**

The Organiser only collects personal data necessary to fulfil and process the Camp Contract. Therefore, the data is processed on the legal basis of Art. 6 Par. 1 lit. b) of the General Data Protection Regulation [DSGVO] (contract performance). Responsible for data processing:

Waldbahn GmbH & Co OG, Serfaus-Fiss-Ladis  
Fisser Strasse 50  
6533 Fiss  
+43/5476/53077-20  
[datenschutz@serfaus-fiss-ladis.at](mailto:datenschutz@serfaus-fiss-ladis.at)

Pursuant to the General Data Protection Regulation [DSGVO], being an affected party, the Participant has the right to be informed about his/her personal data saved by the Organiser, its origin and its recipient as well as about the purpose of processing his/her data. Furthermore, he/she has the right to correction and to transferring the data as well as to withdraw his/her consent, the right to objection, to limitation of processing of his/her data as well as to suspend or delete wrong or unlawfully processed data.

The Participant has the right to withdraw his/her consent to use his/her personal data. If the Participant believes that processing his/her personal data by the Organiser violates the current data protection law or that his/her data protection rights have been violated in any other manner, the Participant can file a complaint with the relevant supervisory authority. In Austria, the Austrian Data Protection Authority [Datenschutzbehörde] is the relevant authority for this matter. The protection of personal data is guaranteed by virtue of appropriate organisational and technical measures. These measures particularly concern the protection from forbidden, unlawful or accidental access, processing, loss, usage and manipulation.

However, the Organiser is not liable for disclosing of information due to a mistake not caused by the Organiser during data transmission and/or unauthorised access by third parties (e.g. hacker attack etc.).

In order to fulfil the contractual obligations, it may be necessary to transmit the Participant's data to third parties. Such data transmission follows the provisions set forth in the General Data Protection Regulation [DSGVO].

The data is only stored as long as it is necessary in order to fulfil the contractual or statutory obligations and to avoid possible liability claims.

### **13. Consent to Receive Promotional Communications**

The Participant gives his/her consent to receive emails from the Organiser, especially in the form of a newsletter to inform him/her about new services and events of the Organiser. The Participant can withdraw his/her consent by email, post or phone at any time. Furthermore, the Participant can withdraw his/her consent by using the button „*Cancel newsletter*“ in any of the received newsletters.

### **14. Consent to Use Photo and Video Material**

The Organiser may publish any photo and video material (especially photos, videos, interviews with participants etc.) created during the provision of the agreed-upon services in any form and in any media. The Participant gives his/her consent to publishing of such photo and video material and to processing of his/her personal data without demanding any payment whatsoever.

### **15. Place of Performance and Place of Jurisdiction**

If the Participant is an entrepreneur within the meaning of Art. 1 Par. 1 No. 1 Austrian Consumer Protection Act [KSchG], it is agreed that the court with the exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship with the Organiser is the court at the Organiser's business location. The place of performance for deliveries, services and payments is the Organiser's business location.

### **16. Applicable Law**

The agreed-upon applicable law is Austrian law under exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers whose habitual residence is not in Austria, their national mandatory consumer law provisions apply if they are more beneficiary to the consumer than the respective provisions of Austrian law.