



General Terms and Conditions of Business (GTC)

Zillertal Booking GmbH Online-Shop – General Terms and Conditions of Business
(GTC) with consumer information

Version: 17/10/2019

1 Scope

These General Terms and Conditions of Business (GTC) govern the contractual relationship between you as the Customer and Zillertal Booking GmbH (ZIB) in relation to all bookings placed on the online booking platform shop.myzillertal.app. ZIB reserves the right to amend these GTC at any time without prior notice. The relevant applicable version shall be that valid at the time of the booking (offer by the Customer to conclude a contract).

The operator of the online shop and your contractual partner is:

Zillertal Booking GmbH, Lakeside B03, A-9020 Klagenfurt am Wörthersee.

Email: office@zillertalbooking.at

Telephone no.: +43 (0) 463 249 445 – 127

2 ZIB as an agent with collection authority

The Customer can book items included in the basket on shop.myzillertal.app. ZIB acts as an agent with collection authority in respect of each individual item. The contractual party is the relevant supplier or service provider that has been booked.

Offers on shop.myzillertal.app are comprised of individual elements (for example ski pass, equipment, entry), which are bundled together into a complete basket tailored to the needs of the Customer. ZIB does not warrant the proper provision of the individual services or supplies, unless it is acting as a supplier or service provider in its own right. In addition, ZIB does not warrant the composition of the basket and the compatibility (temporal, geographical etc.) of individual items with one another. The Customer may only invoke the contract brokered and the applicable terms and conditions of business against the direct provider (for example mountain railway, ski hire, ski classes). The Customer shall familiarise himself/herself with the applicable terms and conditions of business of the direct provider. ZIB provides support to the Customer with useful details and background information in the annex to these GTC. Where the attention of the Customer is drawn either here or elsewhere on the website shop.myzillertal.app to such contractual terms and conditions, this occurs solely for information purposes. ZIB shall not thereby be subjected to any obligations.



3 ZIB as an organiser pursuant to Directive (EU) 2015/2302 (package holidays)

3.1 Booking of package holidays

- If the Customer books multiple services in the basket that fall under Directive (EU) 2015/2302 (package holidays), he/she may exercise all rights available under EU law for package holidays. When booking through shop.myzillertal.app the Customer will be informed whether the booking relates to a package holiday. ZIB shall be responsible for ensuring the orderly provision of the entire package holiday. ZIB holds insolvency protection under a relevant insolvency contingency insurance policy concluded with HDI Global SE, HDI-Platz, D-30659 Hanover to cover payments for package holidays that have already been made in the eventuality that the holiday cannot be provided. Travellers can contact the liquidator through the email address kundengeldabsicherung.at@hdi.global, tel. +43 1 361 90 77 44 or contact the competent authorities if any performance is refused as a result of the insolvency of Zillertal Booking GmbH.

Further information (Standard Information Sheet for Package Travel Contracts) concerning the most important rights under Directive (EU) 2015/2302 can be obtained under the following link (https://shop.myzillertal.app/media/agreement/Standardinformationsblatt_EN.pdf).

3.2 Cancellations of bookings for package holidays

The Customer is invited to contact Customer Support (Tourismusverband Mayrhofen-Hippach [Mayrhofen-Hippach Tourist Board], Dursterstrasse 225, A-6290 Mayrhofen, tel. +43 5285 6760, fax +43 5285 6760-33, email: help@myzillertal.app), opening hours MON – FRI, 8.00 – 17.00 hours in order to cancel a booking.

The following cancellation terms apply to Customers:

- up to 3 months before the start of the holiday: no cancellation charge
- up to 1 month before the start of the holiday: 40% of the total price
- up to 1 week before the start of the holiday: 70% of the total price
- less than 1 week before the start of the holiday: 90% of the total price

4 General terms and Conditions

4.1 General Contractual Terms and Conditions

By accessing and using the website shop.myzillertal.app and thus also using the online booking platform, the Customer consents to the General Contractual Terms and Conditions of shop.myzillertal.app (GCTC).

According to the GCTC, ZIB does not warrant either the stability or the unrestricted availability of the website. ZIB shall not therefore incur any liability for the consequences of any interruption of the booking process or the failure to transmit messages. Particular attention has been dedicated to ensuring a user-friendly user interface. The Customer is responsible for using the website correctly. The Customer shall be individually responsible for the consequences of any mistakes during usage.



4.2 Conclusion of contracts, payment in advance, email communication

The booking platform is intended primarily for the European area (Austria, EEA countries, Switzerland, United Kingdom). ZIB does not guarantee that the platform will be accessible from outside this region. The information published by ZIB does not constitute a contractual offer.

If the Customer orders the contents of the basket on the ZIB platform, this shall constitute an offer to conclude contracts for the individual basket items. Any refusal of an offer shall always apply to the entire basket, even if it was only triggered by individual order items. If payment and services are available, ZIB shall conclude the individual contracts one by one between service providers or suppliers and the customer under the terms of its agency mandate. Upon completion, ZIB shall display a notice to the Customer on the website (success page), send an email order confirmation (acceptance of all basket items), and definitively collect the advance payment.

ZIB shall be deemed to have responded to the Customer's offer as soon as the data concerned have been transmitted over the internet on the ZIB system. It is immaterial at what time the email is received by the Customer or the success page is displayed on the Customer's client. The Customer must enquire with ZIB if he/she has not received any answer. In addition, the current order status may also be viewed in the Customer's user account.

If an order is placed by the Customer from a country that is not mentioned during the payment process, ZIB will be unable to accept it, even if the Customer is able to obtain the responses described above on the automatic platform. A contract shall only be deemed to have been concluded – if at all – upon delivery of the goods (items dispatched, accessories, etc.) or at the time the service is actually provided at the relevant location of the service.

The transmission of email messages through public networks is asymmetrical and liable to disruption; emails are unprotected and can be received, read, and altered by third parties. Third parties may obtain information concerning the sender and recipient of an email, as well as whether it has been received. This also applies to emails used in order to communicate with ZIB. ZIB is authorised by the customer to send emails to him/her. ZIB shall not bear any liability whatsoever for losses arising as a result of the deficient or impaired transmission of an email or of the interception of emails. These provisions shall apply *mutatis mutandis* for any other unprotected forms of communication with comparable functioning and risks that may be used either at present or in future.

Any messages sent to addresses provided by the Customer or that have previously been used in communications with ZIB (including in particular email addresses) shall be deemed to have been properly delivered. In the event that email is used, the time of delivery shall be the time of sending by ZIB. For postal communications, unless established otherwise it shall be assumed that letters sent by priority post have been delivered at the latest four days after presentation to the Austrian postal authorities, even if they have been sent abroad.

4.3 Price, payment terms

The price payable by the Customer shall be the total price in euros (EUR) indicated for the basket. Unless expressly specified otherwise, it shall include taxes and duties, including in particular Austrian value added tax at the relevant statutory rate. Various charges, such as for example a deposit for ski hire, may be levied directly by



the relevant service providers. The total price is dependent upon the individual configuration of the travel arrangement and may therefore differ from the guideline prices (“from EUR ...”, prices stated in foreign currencies). Prices are liable to change at any time. The Customer shall ensure that the basket displayed to him/her is still up to date. After launching the order process, the Customer shall be shown a breakdown of his/her offer. The prices stated shall be fixed by the system for a period of 15 minutes, after which the Customer should refresh the order in the basket in order to ensure certainty.

Contracts for the individual basket items shall in principle only be concluded following automatic payment in advance in accordance with the online platform configuration. Unless ZIB has a commitment to cover the order, it will not take up the Customer’s offer. The Customer and ZIB shall each bear all charges arising for them in relation to payments.

4.4 Issue of vouchers/e-tickets and chargeable data carriers

The order confirmation shall constitute a receipt for the contracts concluded, but cannot be used as evidence of entitlement to receive the service (voucher, travel ticket, e-ticket). The Customer’s user account shall contain a link to the order confirmation, where he/she may – depending upon the product – download the necessary documents – for example a voucher – or upload them to a data carrier.

Proof of entitlement, vouchers, eWallets (digital vouchers), travel tickets and e-tickets must be printed out by the customer in order to be used (“print@home”) and will not be physically issued. It is prohibited to duplicate, alter, or reproduce any proof of entitlement.

The Customer shall be responsible under all circumstances for protecting his/her proof of entitlement (vouchers) against theft or unlawful duplication. He/she must ensure that any services due to the bearer are provided to the first person to present the valid document. It shall be immaterial for ZIB and for the service provider introduced by ZIB if it is established after the fact that the person who first presented a document was not the buyer / Customer.

The documents constituting proof of entitlement printed out by the Customer shall be presented in a dry, clean and undamaged condition, must not be crumpled and must be properly legible. They may contain a bar code, which may be checked electronically for control purposes. The document must not be folded in the vicinity of the bar code.

4.5 General terms and conditions

ZIB does not have any influence over any construction work, sources of emissions, etc. in the vicinity of a residence described and accordingly does not provide any guarantee in this respect. ZIB likewise has no influence over the origin of any tourists present, general service quality and the quality of meals in the local restaurants, the organisation and holding of events announced at the travel destination (unless organised by ZIB), and over individual sports opportunities (unless expressly included in the offer).



4.6 Cancellations

It is not generally possible to cancel any services ordered in the basket other than those falling under section 3 – package holidays. Exceptions may be provided for in accordance with the terms and conditions set out in the individual contracts and the cancellation terms for accommodation in accordance with section 6.2. The Customer is invited to contact Customer Support (Tourismusverband Mayrhofen-Hippach [Mayrhofen-Hippach Tourist Board], Dursterstrasse 225, A-6290 Mayrhofen, tel. +43 5285 6760, fax +43 5285 6760-33, email: help@myzillertal.app), opening hours MON – FRI, 8.00 – 17.00 hours in order to cancel a booking in accordance with section 6.2.

5 Special terms and conditions

5.1 Liability

ZIB shall not incur any liability for any losses arising in relation to trips or events booked by the Customer himself/herself “in situ” during the provision of a service. This shall also apply in the event that the documents in question are contained in an annex attributable to ZIB or are described on the website.

5.2 Applicable law and jurisdiction

The contractual relationship between ZIB and its Customer (principal, buyer), including any issue relating to the conclusion and validity of the contract, shall be governed exclusively by Austrian law. Jurisdiction shall lie at the registered office of the relevant service provider or with ZIB.

5.3 Severability

Should any term or terms of these General Terms and Conditions of Business be or become invalid or unenforceable either in full or in part, this shall not invalidate the contract as a whole.

The invalid or unenforceable term shall be replaced by a term that comes as close as possible to the economic purpose of the invalid or unenforceable term.

6 Annex: Information concerning Individual Service Providers

6.1 Mountain railways

ZIB issues the voucher in its capacity as a broker for mountain railways. The following service providers are responsible for all services and warranties in relation to the vouchers, in accordance with their currently applicable GTC:

- Mayrhofner Bergbahnen Aktiengesellschaft, Ahornstraße 853, A-6290 Mayrhofen: www.mayrhofner-bergbahnen.com/shop/agb



6.2 Accommodation

ZIB issues the voucher in its capacity as a broker for accommodation. The relevant service providers are responsible for all services and warranties in relation to the vouchers, in accordance with their currently applicable GTC. These GTC may be consulted on the website or requested directly from the provider of accommodation. In the event of cancellation through ZIB, the following cancellation terms shall apply in accordance with the General Terms and Conditions of Business for the Hotel Industry (GTCH) 2006:

§5 Withdrawal from a contract for accommodation – cancellation fee

- 5.1. If the contract for accommodation provides for an advance payment and this has not been paid on time by the contractual partner, the provider of accommodation may withdraw from the contract for accommodation without setting any grace period.
- 5.2. If the guest does not appear before 6:00 p.m. on the agreed day of arrival, there shall be no duty to provide accommodation unless a later arrival time has been agreed to.
- 5.3. If the contractual partner has made an advance payment (see 3.3), the room(s) shall be reserved until 12:00 noon at the latest on the day after the agreed day of arrival. If an advance payment has been made to cover accommodation for longer than four days, the duty to provide accommodation shall end at 6:00 p.m. on the fourth day, with the day of arrival constituting the first day, unless the guest has announced a later day of arrival.
- 5.4. Unless agreed otherwise, the contract for accommodation may be terminated by unilateral declaration by the provider of accommodation at any time until 3 months before the agreed day of arrival by the contractual partner, provided that there is objective justification.
- 5.5. The contract for accommodation may be terminated by unilateral declaration by the guest without incurring any cancellation fee at any time until 3 months before the agreed day of arrival by the guest.
- 5.6. Outside of the period specified in section 5.5., the guest may only withdraw by unilateral declaration upon payment of the following cancellation fees:
 - o up to 1 month before the day of arrival: 40% of the total price for the accommodation;
 - o up to 1 week before the day of arrival: 70% of the total price for the accommodation;
 - o less than 1 week before the day of arrival: 90% of the total price for the accommodation.

Serviceprovider: <https://shop.myzillertal.app/media/Serviceprovider.pdf>

6.3 Skiing and snowboarding schools

ZIB issues the voucher in its capacity as a broker for skiing and snowboarding schools. The following service providers are responsible for all services and warranties in relation to the vouchers, in accordance with their currently applicable GTC:

- Skischule SMT Mayrhofen Rahm KG, Hauptstraße 456, A-6290 Mayrhofen: <https://smt-mayrhofen.skischoolshop.com/de/terms/>



- Sport Fankhauser KG, Augasse 6, A-6283 Hippach: <https://www.skischule-fankhauser.at/agbs/>
- Ski School Mayrhofen 3000, Hauptstraße 455, A-6290 Mayrhofen: <https://mayrhofen3000.skischoolshop.com/de/terms/>

6.4 Ski hire, equipment and sports equipment

ZIB issues the voucher in its capacity as a broker for ski hire, the hiring of sports and leisure equipment. The following service providers are responsible for all services and warranties in relation to the vouchers, in accordance with their currently applicable GTC:

- Sport Bründl Gesellschaft m.b.H., Hauptstraße 415, A-6290 Mayrhofen: <https://www.intersportrent.at/de/online-reservierung/agb>
- Hervis Sport- und Modegesellschaft, Hauptstraße 433, A-6290 Mayrhofen: <https://www.hervisrent.at/bedingungen-skiverleih/>
- Skiverleih STARTSCHUSS, Kohlstatt 260, A-6283 Schwendau; <https://www.startschuss-zillertal.at/de/agb>

6.5 Event tickets – local events

Unless it organises the events itself, ZIB is a broker of event tickets (concert tickets, taxi tickets, etc.). The Customer concludes a contract directly with the organiser. The organiser has its own contractual terms and conditions, which it publishes itself or which the Customer may request directly from it.

Event tickets cannot be reimbursed or exchanged by ZIB. If an event is cancelled or postponed, the terms and conditions and other arrangements of the organiser shall apply. Tickets will remain valid for any alternative time scheduled for the event (delayed date). Unless indicated otherwise, the event organiser does not permit returns or exchanges.

As an agent, ZIB does not have any influence over the quality of the event or the manner in which it is held or over crowd handling and security arrangements. Details of the above may be obtained directly from the organiser. ZIB cannot provide any guarantees for organisation and excludes any liability for organisational shortcomings.

The following service providers are responsible for all services and warranties, in accordance with their currently applicable contractual terms and conditions.

Serviceprovider: <https://shop.myzillertal.app/media/Serviceprovider.pdf>