



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions describe the contractual relationship between the customer who makes use of the offered services and the company Hidden Austria, Looh 61, 4861 Aurach am Hongar, as the tour operator.

1. Conclusion of the Contract

Upon booking a tour via the online platform you approve of the GTC. A contractual relationship between yourself and/ or the persons signed up by you and Hidden Austria, as the tour operator arises from this confirmation. The general terms and conditions apply to this contractual relationship.

2. Subject-Matter of the Contract

Hidden Austria conducts guided hiking- and snowshoeing on designated hiking trails and/ or wild/ non-controlled terrain.

3. Terms of Payment

Upon receipt of the written booking confirmation the customer is asked to pay a deposit equal to 20 percent of the tour price. The remaining amount is due in cash on the day of departure.

4. Conditions of Participation

4.1. Personal Responsibility and Remaining Risks

A participation in tours conducted by Hidden Austria always is at the customers own risk. Hidden Austria explicitly states that hiking and snowshoeing are outdoor sports in alpine terrain and thus present certain residual risks. These include among others dangers such as unpredictable and sudden changes of weather, lightning, falling rocks, falls and resulting injuries. Especially in alpine terrain it can take much longer than usual until help or medical assistance arrives. Under some circumstances outside assistance may not be possible. Careful planning by the hiking- and snowshoeing guide can minimize these risks, but cannot be excluded altogether. The participants of a tour conducted by Hidden Austria join the tour at their own risk.

4.2. Physical Fitness and State of Health

The tours have various levels of difficulty, stated in the tour description. It is the tour participants' responsibility to ensure that they meet the physical requirements of the tour. In case that the hiking and snowshoeing guide is forced to shorten or cancel a tour due to



the lack of fitness of a tour participant there is no right for a refund of the tour price. The indicated time required for walking can vary according to the physical ability of the tour participants or weather conditions. Thus the time stated can only be seen as an indication.

In case of uncertainties the tour operator has to be informed immediately. Furthermore tour participants undertake to inform the hiking and snowshoeing guide about any chronic illnesses (e.g. allergies, diabetes, cardiovascular disease, etc.) that might interfere with the tour prior to the departure.

4.3. Equipment

With the booking confirmation the tour participant also receives a detailed packing list for the tour. The packing list can also be found on the Hidden Austria website. The hiking and snowshoeing guide is entitled to exclude participants from the tour if they are poorly or insufficiently equipped. In this case there is no right for a refund of the tour price.

5. Disclaimer

The hiking and snowshoeing guide is liable within the scope of his/her liability insurance for personal injury or property damage due to the fault of the hiking- and snowshoeing guide. Liability for slight negligence is excluded. Hidden Austria accepts no liability when a tour participant suffers injuries or damages due to the remaining risks described under point 4.1. Apart from the statutory liability provisions the tour participants partake in the tour at their own risk.

6. Scope of Services

6.1. Guiding and Equipment

The services of the hiking- and snowshoeing guide are included in all tours. The tour descriptions as well as the booking confirmation indicate if there are other amenities such as rental-equipment (snowshoes and poles) are included in the tour price.

6.2. Insurance

An accident insurance for the participants is NOT included in the tour price and is not part of the scope of services. We strongly advise all participants to take out an insurance that also covers potential rescue costs (e.g. helicopter transportation) in case of emergency.

7. Cancellation Conditions

No cancellation costs apply if the written cancellation arrives at least five days prior to the tour. 50 percent of the tour price are to be paid in case of a cancellation four to two days prior to the tour. One day prior to the tour the full tour price is to be paid.

8. Withdrawal from the Contract by the Tour Operator or Tour Changes



8.1. Minimum Number of Participants

In case the minimum number of four participants cannot be reached, Hidden Austria reserves the right to cancel the tour. Any payments already made shall be refunded. With the consent of the tour participants the tour can still take place taking into account an additional fee for small groups. In this case Hidden Austria will submit a new offer to the tour participants.

8.2. Vis Major and Unexpected Events

Provided the circumstances allow it, the tours take place in all weather conditions. Hidden Austria reserves the right to extensive programme changes if required by weather conditions, unexpected natural phenomena, illness of the hiking- and snowshoeing guide or other circumstances. A warranty claim does not exist.

The hiking- and snowshoeing guide has the right to alter the programme or cancel the tour during the tour if this is required by weather conditions, health-, physical fitness- or the behaviour of a tour participant. In case of cancellation of a tour there is no right for a refund of the tour price.

9. Photos for Marketing Purposes

The hiking- and snowshoeing guide will take pictures during the tour, which can later be used for marketing purposes (e.g. Website, Facebook, Flyer, etc.). The tour participant is aware of this and agrees that these pictures can be used without any further approval of the tour participant. A written revocation is possible at any time.

10. Court of Jurisdiction

These General Terms and Conditions shall be governed by Austrian law. Place of jurisdiction: Linz.

11. Invalidity of a Provision

The invalidity of individual provisions shall not affect the validity of the remaining provisions and the continued existence of these general terms and conditions.

Linz, February 2014