

§ 1 Scope of application

(1) These General Terms and Conditions of Transport, which are published on a notice board, apply to the transport of persons and goods and to stays on the railroad premises, insofar as transport by rail on the Garmisch – Grainau – Zugspitze route (including parts thereof, if applicable) is concerned.

(2) These Terms and Conditions shall not apply insofar as cable cars, gondola lifts, drag lifts and chairlifts, ski slopes, toboggan runs, downhill runs, touring ski ascent routes, hiking trails, via ferrata routes and similar are concerned. For this area, the special conditions for cable cars, gondola lifts, tow lifts and chairlifts as well as the organized ski and hiking area apply.

(3) The railway premises include tracks, stations, waiting rooms, platforms and their accesses.

§ 2 Order and safety

(1) General provisions:

1. Signs regulating the behaviour of passengers are binding.
2. Instructions given by railroad personnel for the conduct of operations, for the maintenance of peace, safety and order within the railroad facilities and in railroad traffic must be followed immediately.
3. Unless otherwise instructed by railroad personnel, it is not permitted,
 - a) to enter railroad facilities and spaces in stations not open to the general public or passengers for their intended purpose.
 - b) to damage or contaminate the systems, operating facilities and transportation equipment, to create obstacles, to set the railway or transportation equipment in motion without authorization, to operate the equipment serving the operation or the prevention of accidents, to carry out other operations disruptive or operationally endangering actions or to climb the supports/poles. For the removal of impurities and obstacles, the costs are to be paid by the polluter, provided that he/she is responsible for the impurities and/or obstacles.
 - c) to get on and off the vehicle at places and on the side of the vehicles other than those designated for this purpose.
 - d) to leave the vehicles outside the stations, even in case of malfunction.
 - e) to smoke in the stations, vehicles and during transport.
 - f) to keep objects out of the carriage or throwing objects during travel.
4. After completing the journey, the transport vehicles and the exit points must be left quickly in the indicated direction.
5. Carried sports equipment must not endanger the safety of passengers.

(2) Staying in the area of the railway tracks is not permitted.

(3) While a railway is moving, stepping on running boards or opening doors is prohibited.

(4) Otherwise, the relevant provisions of the railway traffic regulations (EVO) apply.

§ 3 Transportation of persons

(1) The passenger is entitled to transport insofar as there is an obligation to transport in accordance with the relevant legal provisions and transport is possible and permissible with the available facilities. Section 8 shall remain unaffected.

(2) The transport times are published in the posted timetable. This does not affect special agreements and also applies to rides not provided for in the timetable.

(3) No warranty is given as to the suitability of the facilities for the transportation of passengers with disabilities.

(4) There is no free transportation of people with disabilities according to Section 228 of SGB IX on the rack railway line Grainau – Zugspitze.

§ 4 Transportation of animals and goods

(1) Passengers may take easily portable objects (hand luggage) with them onto the train services free of charge. Passengers can only use the space above their seat for their hand luggage. Passengers who cannot be assigned a seat must follow the instructions of the railroad personnel regarding the placement of their hand luggage.

(2) Animals and sports equipment, etc. may be taken along only to the extent that this does not result in unreasonable burdens or dangers for persons, property or the railroad. Sports equipment, if present, is to be accommodated in the holding devices intended for this purpose. If additional passenger space is required, the railroad may charge additional fees for this in accordance with the current fare regulations. Taking along bicycles is not permitted.

(3) Taking smaller e-scooters is generally permitted on the Garmisch – Grainau section. The prerequisite for carrying them is that they must be collapsible and transported folded during the journey and on the platform. E-scooters weighing more than 15kg and longer than 115cm are excluded from transport without exception. These are the same as bicycles, non-folding e-tread scooters, segways, hoverboards, onewheels or the like that are excluded from transportation.

(4) It is prohibited to carry firearms, explosive, highly flammable or corrosive substances, unless they are carried by persons performing their official duties or by persons authorized to hunt. For any damage resulting from the carrying of these items, the respective persons themselves or their employers shall bear full liability.

§ 5 Exclusion from transportation

(1) Persons who pose a threat to the safety or order of the operation or to the safety of other passengers or who cause an unreasonable nuisance to other passengers may be excluded from transport or during transport. Under these conditions, the following are excluded in particular:

1. Persons who, through their own misconduct, including when queuing, cause an unreasonable nuisance to passengers, significantly disrupt operations or cause unreasonable damage to operations.
2. Persons who are drunk or under the influence of other intoxicants.
3. Persons who are afflicted with contagious or loathsome diseases or offend decency.
4. Persons with weapons that fall under the Weapons Act, unless they are authorized to carry weapons.
5. Individuals who show signs of violence or engage in violence.

(2) Persons may also be excluded from transport or en route,

1. who violate the Conditions of Transport.
2. who do not follow the instructions of the railway staff.
3. if transported without a valid ticket or with a ticket issued to another person and refuse immediate payment of the transport fare or the applicable surcharge (increased transport fare according to Section 7).

(3) Persons excluded from carriage pursuant to Section 5, Para. 1 and Para. 2 shall not be entitled to reimbursement of the carriage charge and baggage freight.

(4) Children under the age of six who are not of school age may also be excluded from transportation unless they are accompanied by a guardian for the entire journey.

(5) The ticket can be withdrawn temporarily or permanently from persons,

1. who endanger the safety of the railway facilities.
2. who disregard the prohibitions, commands and instructions or do not follow the instructions of the railway staff,
3. who enter or pass through designated forest, wildlife, and sanctuary areas.
4. who use electronic season tickets without being able to present the associated ID card.

(6) In addition to the withdrawal of the ticket, a report in criminal or fine proceedings remains reserved.

(7) The ticket itself remains the property of the railway.

§ 6 Fares and tickets

(1) Passengers are obliged to

1. validate tickets and other cards according to the route of transportation and immediately verify the validation, if the tariff requires validation before entering the platform or when boarding the train.
2. be supplied with a valid ticket from the beginning of the journey and to present it when asked to do so.

(2) A passenger who does not present a valid ticket must pay a surcharge in addition to the fare. If a passenger refuses to pay the fare or surcharge immediately, the passenger may be excluded from transportation.

(3) If ticket prices have been charged incorrectly, the difference must be repaid or refunded. The right to additional payment or reimbursement expires if it is not asserted within one year after the expiration of the validity of the ticket.

(4) Holders of personal time trial passes are required to provide identification. Children and adolescents must identify themselves as to their age, unless age can be accurately determined based on height.

(5) Tickets are non-transferable.

(6) The fares are posted in the stations.

(7) Single journeys are only valid on the purchase day.

(8) If a ticket is not used, the fare will be refunded on request upon presentation of the unvalidated ticket. If the ticket has been used only on a partial route, the difference between the fare paid and the ordinary fare for the route travelled shall be refunded. The passenger bears the burden of proof for the non-use or only partial use of the ticket. Applications must be submitted immediately, at the latest within one week of the expiry of the validity of the ticket, to the administration of the railroad that sells tickets. In the case of tickets issued exclusively for rail transport, claims for fare reimbursement under this provision expire if they are not asserted with the railroad company within six months of the expiry of the ticket's validity period.

(9) If a ticket is lost, no refund will be granted.

(10) Entitlement to reduced fares for groups etc. only exists if they have arrived together. Groups that are only put together at the place of transport cannot be recognized as such. In cases of doubt, the passengers must prove that they meet the requirements for a fare reduction.

(11) Season passes, season tickets and annual tickets are only valid for winter sports and leisure activities. There is no transport with season passes, season tickets and annual tickets for daily trips, e.g. to work or school. Exceptions to this are explicitly issued route time cards.

(12) If the passenger is provided with a data carrier (e.g. KeyCards) for use, the railway will charge a fee for this. If the passenger returns the data carrier to the railway within 3 years from the date of purchase, the railway will refund the passenger the fee paid for the data carrier, so that in this case the use of the data carrier is free of charge for the passenger.

(13) Season, time and annual tickets are not valid for special events (e.g. Bavarian Evening, Gala Dinner).

§ 7 Increased transportation charge

(1) A passenger is obliged to pay an increased fare if he/she

1. is not in possession of a valid ticket at the start of the journey.
1. has obtained a valid ticket, but cannot present it during an inspection or does not hand it over.
2. fails to comply with obligations under Section 6, Para. 1.
3. does not comply with an identification requirement according to Section 6, Para. 4, Sentence 1.
4. is illegally using a ticket or is caught with a forged ticket.

(2) The right is reserved to file a report in criminal or fine proceedings. The provisions according to paragraph 1, points 1 and 3 do not apply if the procurement or validation of the ticket has failed for reasons beyond the passenger's control.

(3) The increased fare under paragraph 1 is twice the normal fare for the distance travelled by the passenger, but not less than €60.00. The increased fare may be charged for the entire distance travelled by the train if the passenger does not credibly show that he/she travelled a shorter distance.

(4) The increased fare shall be reduced to €7.00 in the case of paragraph 1, point 2, if the passenger proves to the transporting railroad company within one week from the day of the determination that he/she was the holder of a valid ticket at the time of the determination.

(5) The increased fare is not payable if a ticket could not be purchased before the start of the journey because a ticket counter or a ticket vending machine was not available, not open or not operational.

(6) Any further claims remain unaffected.

§ 8 Release from the obligation to transport

Events of force majeure, e.g. weather conditions, strike, lockout, operational disruptions or unforeseeable circumstances that may affect the safety of the transport operation, cause the obligation to transport to be postponed for the duration of the hindrance and a reasonable start-up time or to lapse due to the fact that the hindrance cannot be remedied or cannot be remedied in a timely manner.

§ 9 Liability and compensation for damages

(1) The railway is only liable for damages in accordance with the following provisions.

(2) In the event of breaches of duty – for whatever legal reason – the railway is liable for intent and gross negligence. Subject to a milder standard of liability according to statutory provisions, the railway is only liable for simple negligence:

1. for damage resulting from injury to life, limb or health, and
2. for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the fulfilment of which you regularly trust and may trust, such as the obligation to transport the passenger); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The above limitations of liability also apply to breaches of duty by legal representatives or vicarious agents of the railway.

(4) In particular, the railway is not liable for the dangers associated with the sporting activity and for specific risks associated with mountains and weather, for which the railway is not responsible.

(5) Furthermore, the railway is not liable for any damages caused due to health restrictions of a passenger.

(6) It is hereby expressly pointed out that the railway also sells tickets on behalf of ticket association members. In this respect, the railway is not liable for accidents that are culpably caused by third party companies/ski areas in cooperation and/or association with the railway and for which the railway is not responsible.

(7) Claims under the Liability Act and Regulation (EC) No. 1371/2007 including its Annex I (CIV) shall remain unaffected in all cases.

§ 10 Data protection

Any collection, processing, storage and use of personal data of passengers shall be carried out in compliance with the provisions of the data protection law. To ensure the safety of the guests and the operation, as well as to prevent misuse of tickets, the access areas are also temporarily monitored with a video system and photographs of individual guests are taken. This is indicated by signs. Recording is carried out within the framework of contract fulfilment and in the legitimate interest of, among other things, protection of house rights and operational security interests. The legal basis for data processing is Article 6, Paragraph 1, Letter b) of GDPR and Article 6, Paragraph 1, Letter f) of GDPR. Data will be deleted immediately in accordance with the legal requirements of the General Data Protection Regulation and the Federal Data Protection Act if it is no longer required to achieve the purpose. Those affected can find further information on data processing both on the respective notices and also at the cash desks and on the Internet. If you have any questions, you can contact our data protection officers by post at Bayerische Zugspitzbahn Bergbahn AG, Data Protection Officer, Olympiaplatz 31, 82467 Garmisch-Partenkirchen, or by email: datenschutz@zugspitze.de.

§ 11 Limitation period

The limitation period shall be calculated in accordance with the statutory provisions.

§ 12 Dispute settlement

The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. The railway currently does not participate in dispute settlement procedures before a consumer arbitration board. There is no legal obligation to do so.

§ 13 Place of jurisdiction

If the passenger is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the transport relationship between the passenger and the railroad is the registered office of the railroad. This shall not apply in cases of exclusive jurisdiction.

§ 14 Partial invalidity

Should individual provisions of these Terms and Conditions of Transportation be invalid or void in whole or in part, the remaining provisions shall remain binding.

The announcement of the General Conditions of Transportation approved by the competent authority was made on 24/11/2022.

Garmisch-Partenkirchen
As of November 2022
BAYERISCHE ZUGSPITZBAHN
Bergbahn AG Garmisch-Partenkirchen