



General Terms and Conditions

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§ 1 General

The general terms and conditions represent those contractual contents to which the Mountain Guide Association Pitztal or the mediated mountain guides usually with their service contracts with their customers/guides. Our general terms and conditions do not exclude special agreements.

§ 2 Contractual partner

In case of doubt, the contract partner is the customer, even if he has ordered or co-ordered for other named persons or has placed an order with them. Contractual partner of the customer is the concretely mediated mountain guide.

§ 3 Conclusion of contract, down payment

(1) As a rule, the service contract is concluded by the acceptance of the written or verbal order by the Pitztal Mountain Guide Association, The contractual partner of the customer is the mediated mountain guide. The administrative processing and especially the billing is done by the mountain guide association.

(2) It can be agreed that the guest pays a deposit. As a rule, the deposit in the amount of 20% of the gross invoice amount per person and tour.

(3) The Mountain Guide Association Pitztal reserves the right to also demand the advance payment of the entire agreed fee in advance.

§ 4 Withdrawal from the service contract

(1) Up to 3 weeks before the agreed start of the tour at the latest, the service contract can be cancelled without payment of a cancellation fee orally or in writing by the customer by unilateral declaration. Up to two days before the agreed start of the tour at the latest, the the tour, the service contract can be cancelled without payment of a cancellation fee by the Mountain Guide Association Pitztal by unilateral declaration.

(2) Up to three days prior to the agreed start of the tour at the latest, the service contract may be by both contracting parties by unilateral declaration. The Mountain Guide Association Pitztal is obligated to repay the deposit amount if the cancellation of the service service contract on its part (except in the case of force majeure). In the event, the cancellation is on the part of the customer, no refund of the deposit will be made on the part of the on the part of the Mountain Guide Association Pitztal.

(3) The Mountain Guide Association Pitztal has the right to charge the entire amount to the customer. in case the customer does not appear at the time of the agreed start of the tour.

§ 5 Provision of a substitute tour

(1) The Mountain Guide Association Pitztal can offer the customer an adequate substitute tour if this is reasonable for the customer, especially because the deviation is minor and objectively justified. justified. (e.g. avoidance of excessive risks such as increased avalanche danger).

(2) In the event that the originally booked mountain guide is prevented, the mountain guide association has the right to arrange another mountain guide for the booked tour. mediate. In this case, § 2 and § 3 paragraph 1 shall also apply mutatis mutandis.

§ 6 Lack of prerequisites

Anyone who is physically fit or able to meet the requirements can participate in the programs offered. The Mountain Guide Association shall inform each client in advance, as far as possible, about the length and difficulty of the tour. If a participant is not up to the requirements and conditions, the mountain guide is entitled to exclude him/her from the event for the sake of general safety as well as the safety of the participant him/herself. In this case, the Mountain Guide Association is entitled to demand the payment in the amount of the cancellation costs in case of non-arrival.

§ 7 Rights of the customer

By concluding a service contract, the customer acquires the right to the usual execution of the agreed tour (except: force majeure and underlying increased risk factors such as increased avalanche danger, overestimation of the customer, etc.).

§ 8 Obligations of the customer

(1) Upon termination of the service contract, the agreed fee must be paid. Foreign currencies will be accepted by the Mountain Guide Association Pitztal at the daily exchange rate. payment. The Mountain Guide Association Pitztal is not obligated to accept non-cash means of payment such as checks, credit cards, vouchers etc.. All costs necessary for the acceptance of these securities, e.g. for telegrams, inquiries, etc., shall be borne by the guest. etc. shall be borne by the guest.

(2) The provisions of the law on damages shall apply to any damage caused by the customer. Therefore, the customer is liable for any damage and disadvantage caused by the Mountain Guide Association Pitztal or third parties through his fault or the fault of his companions or other persons for whom he is responsible. persons for whom he is responsible, even if the aggrieved party is entitled to claim is entitled to claim compensation directly from the Pitztal Mountain Guide Association or the the mediated mountain guide.

§ 9 Rights of the Mountain Guide Association Pitztal

(1) If the client refuses to pay the agreed fee or is in arrears, the Mountain Guide Association Pitztal is the Bergführervereinigung Pitztal has the right to secure its claims arising from the service and its service as well as its expenses for the customer. (in analogy to the legal right of retention according to § 970c ABGB).

(2) The Mountain Guides Association Pitztal has the right of lien to secure the agreed remuneration the objects brought in by the customer (in analogy to § 1101 ABGB the legal right of right of lien of the accommodation provider).

§ 10 Duties of the Mountain Guide Association Pitztal

(1) The Mountain Guide Association Pitztal is obligated to provide the agreed upon services in a the standard and is liable for the realization of the service, also for the for the mediated mountain guides as well.

(2) The prices quoted shall be inclusive prices.

§ 11 Liability for damages

The respective mountain guide of the Pitztal Mountain Guide Association shall be liable for any damage caused to a guest damage caused by the mountain guide, if the damage occurred within the scope of the operation, in particular in particular within the scope of the liability resulting from professional law. The Association of Mountain Guides, as described in § 2f, merely assumes the administrative handling in in connection with the present service contract.

§ 12 Termination of the service contract

- (1) If the service contract was agreed upon for a certain period of time, it shall end with the expiration of time. If the customer terminates the service contract prematurely, the Mountain Guide Association Pitztal is is entitled to demand the full agreed fee.
- (2) The death of a customer terminates the contract with the Mountain Guide Association Pitztal.
- (3) If the service contract has been concluded for an indefinite period of time, the contracting parties may terminate the contract at any time by giving three days' notice. The must reach the contractual partner before 10 a.m., otherwise this day shall not be considered the first day of the day of the notice period, but only the following day.
- (4) The Mountain Guides Association Pitztal is entitled to terminate the service contract with immediate if the guest does not pay the invoice presented to him or her within a reasonable period of time. within a reasonable period of time.
- (5) If the fulfillment of the contract becomes impossible due to an event to be considered as force majeure, the contract shall be cancelled. However, the Mountain Guide Association Pitztal is obligated to return the already received remuneration proportionally, so that he does not gain any profit from the event (§ 1447 ABGB).

§ 13 Place of performance and jurisdiction

- (1) The place of performance is the location of the service provider Bergführervereinigung Pitztal. is located.
- (2) For all disputes arising from the service contract, the district court responsible for the service company district court Silz, which is factually and locally responsible for the service company.