

GENERAL TERMS AND CONDITIONS:

[English version of 05 July 2022]

1. General

The general terms and conditions apply to all services (guided tours, training courses, etc.) in the business areas mountain guiding, ski guiding and canyoning guiding between the customer and Tobias Bitschnau. In the case of placement by agencies, clubs, associations or similar, their general terms and conditions may also apply (in parts).

2. Booking/contract conclusion

The booking can be made in writing, by telephone or verbally. The contract is binding as soon as written or verbal confirmation has been received. All prices quoted are in euros. The current prices at the time of booking apply. If prices, on which I have no influence (mountain railways, accommodation, etc.) change, these can cause a subsequent price change.

3. Terms of payment

Unless otherwise agreed, a deposit of 30 % must be paid within one week of the booking. The remaining amount must be paid before the beginning of the event.

If the payment is done by bank transfer, it has to be made at the latest one week before the first day of the event, including any bank charges and without deduction.

4. Requirements

The clearly communicated requirements for an event are part of the contract. If a participant does not meet these requirements, the mountain/ski/canyoning guide is entitled to exclude him/her completely or partially from the event programme. In this case there is no claim for a refund of the paid amount.

5. Price

The daily rate is based on the recommended minimum daily rate of the federal and regional Mountain Guides Association. Information on this can be found on the website of the Mountain Guides Association Vorarlberg (<https://www.vorarlberg.bergfuehrer.at/ueber-uns/tarife/>). This price refers to a guided tour for one person, for each additional person EUR 40.- will be charged. For difficult tours (e.g. long climbing routes from the fourth degree UIAA, long ice climbs, demanding mixed climbing etc.) the daily rate will be agreed separately.

The mountain/ski/canyoning guide's expenses (transportation, accommodation, lifts etc.) will be charged in addition.



6. Duration

For typical guided tours (summit tours, climbing tours, etc.) it is often not possible to specify the exact duration of the tour, but the duration is based on the time usually required for the respective tour. For safety reasons (bad weather, exhaustion, risk of injury etc.) a tour can be cancelled by the mountain/ski/canyoning guide at any time.

For all types of courses and freeriding (off-piste skiing), the duration of the tour is 5 hours (including breaks), unless otherwise agreed. Starting from the agreed time at the meeting point. Each additional hour will be charged with EUR 70.-.

7. Equipment

For rental equipment that may be provided (free of charge or for a rental fee), the cost of loss or repair (of damage beyond normal wear and tear) must be borne by the participant. The same also applies to the loss of equipment of the mountain/ski/canyoning guide through the fault of the customer.

8. Withdrawal by the customer

You are entitled to withdraw from the contract at any time before the event. Cancellation must be made in writing, the date of receipt of the written cancellation is decisive. Cancellation fees for withdrawal or non-attendance will be charged as follows:

30 to 21 days before the beginning of the event 40 %, 20 to 10 days 80 %, after that 100 % of the total amount.

A participant who cancels or leaves an event for whatever reason (including illness and injury) is not entitled to a refund.

It is recommended that customers take out travel cancellation insurance.

9. Cancellation due to bad conditions / Withdrawal by me

If the weather or avalanche conditions do not allow an event to take place because of safety reasons, I reserve the right to postpone this tour/training, to offer alternative or to cancel it. If it is not possible to find an alternative date or an alternative offer within the next two months, 20 % of the invoice amount will be charged. Only in case of a cancellation by me I am obliged to return the payment.

10. Programme modification

Since the carrying out of the particular programme depends strongly on weather, snow conditions, avalanche situation etc., I cannot guarantee for its exact compliance. The mountain/ski/canyoning guide reserves the right to decide on changes or the cancellation of certain programme items. No claims for compensation can be made for tours which have been cancelled for weather or safety reasons, or for reasons caused by the customer himself/herself.



11. Insurance and liability

Each participant is recommended to take out liability and accident insurance, which includes rescue costs.

The instructions of the mountain/ski/canyoning guide must be followed absolutely and exactly.

Despite careful planning, the risk of injury cannot be completely ruled out. Each participant acknowledges that there is always a residual risk of injury for which no liability is assumed.

A liability insurance exists on the part of the mountain & ski guide.

Disruptions due to weather, failure of mountain railways or other events beyond my control are not liable to recourse.

12. Bank details

Tobias Bitschnau

Raiffeisenbank Bludenz-Montafon

IBAN: AT40 3746 8000 0004 0311

BIC: RVVGAT2B468

13. Choice of law

Austrian law applies.

14. Place of jurisdiction

A-6800 Feldkirch, Austria

