

**GENERAL TERMS AND CONDITIONS of the
Hiking and Snowshoe Guide Markus Leonhartsberger
Developed by the Association of Austrian Mountain and Ski Guides,
with changes and adaptations to the requirements of the Hiking
and Snowshoe Guide.**

1. SCOPE OF APPLICATION, SERVICE CONTENT:

The hiking and snowshoe guide Markus Leonhartsberger provides his services exclusively on the basis of the following General Terms and Conditions (GTC). These apply to all legal relationships between the hiking and snowshoe guide and the guests, even if no express reference is made to them.

The hiking or snowshoe guide contract includes all obligations as a hiking and snowshoe guide to guide a guest on a specific tour. In return, the guest undertakes to pay the fee, unless gratuitousness has been expressly agreed.

The requirements stated in the programmes or tour descriptions must be fulfilled by the participant. Each guest is responsible for the condition and maintenance of any equipment brought along by him/herself as well as for his/her own state of health. In order to assess the suitability of the individual guest for the planned tour, the guest undertakes to provide the hiking and snowshoe guide with truthful information.

Due to the legal obligation, the hiking and snowshoe guide has to make sure that the guests are sufficiently and appropriately equipped before the start of a tour. The hiking and snowshoe guide reserves the right to refuse to guide persons who are inadequately equipped or who are obviously not up to the difficulties of the planned tour. In this case, there is no entitlement to a refund of the fee.

Despite the best tour planning and guidance, no unlimited guarantee of success can be given for reaching the planned programme objectives or the summit. Decisions regarding the choice between several route variants, the continuation and termination of the tour, the inclusion of breaks and their lengths, the decision regarding the carrying and use of equipment are the sole responsibility of the hiking and snowshoe guide.

No claims for compensation can be made for tours not undertaken for safety reasons (such as falling rocks and ice, avalanches, falls, changes in the weather, etc.) or through the fault of the participant(s).

Damages resulting from loss or repair costs of damage to rental equipment (e.g. snowshoes...) that go beyond normal wear and tear are to be reimbursed by the participant including any shipping or procurement costs incurred.

Due to the special responsibility for the correct execution of the tour, guests agree with the conclusion of the hiking or snowshoe guide contract to submit to the instructions of the hiking and snowshoe guide, which he gives in his function as responsible and expert leader of the tour. In case guests do not follow these instructions, the guide cannot be held responsible for any consequences arising from this.

2. CONCLUSION OF CONTRACT:

The hiking or snowshoe guide contract between the guest and the hiking and snowshoe guide is concluded when there is agreement on the essential elements of the contract (aim/purpose of the undertaking, content if applicable, fee, time and the number of people to be guided etc.). The booking can be made in writing or verbally. Telephone bookings are legally binding. In the event of simultaneous registration of several participants, the person making the registration shall be liable for payment of the invoice amount. Acting on one's own behalf is presumed. Furthermore, when concluding a hiking or snowshoe guide contract for leading a hiking or snowshoe tour with several persons, all guests are jointly and severally liable for the fee claim.

Vouchers can be requested verbally or in writing and must be paid for in full before the voucher is issued. The minimum amount of a voucher is 20 euros and is unlimited in amount. Vouchers can be sent either by e-mail or by post and are valid for a period of one year from the date of issue stated on the voucher. When redeemed, a voucher is only valid if all the features of the voucher are present and it can be clearly assigned to the previously issued voucher! A voucher can be redeemed by any person holding the voucher. Additional payment along with the amount of the voucher can be used to pay the tour fee. The remaining credit of a voucher is noted on the voucher when it is redeemed and can only be transferred to a new voucher before the voucher expires and only if a new voucher is purchased, whereupon the voucher with the remaining credit loses its validity. The cash refund of a voucher is excluded!

If a voucher is lost, it is only possible to request a replacement voucher if all the voucher details, the person who gave the voucher away and, if applicable, the email correspondence in the course of issuing the voucher are named and absolutely match. In this case, the lost voucher loses its validity with immediate effect and a new voucher with equivalent data of the lost voucher (amount or remaining credit, date of issue) but with a new voucher number will be issued and sent after payment of a handling fee of 10 euros.

The hiking and snowshoe guide reserves the right to change, restrict or extend the tour programme at any time due to unforeseeable circumstances. Due to the dependence on weather conditions or other unforeseeable circumstances, the originally planned tour itinerary cannot always be guaranteed.

Depending on the tour, the fee may be payable on site before the start of the tour in cash OR with the registration for a tour with a payment of the entire tour fee or with a deposit and a balance payment. Which payment method is available is included in the tour programme in the information of each tour.

In the case of payment by deposit and final payment, details of the amount of the deposit and the latest time before the start of the tour for receipt of the final payment (free of deductions and charges) on the specified account are given in the tour programme for these tours or by e-mail correspondence. In special cases and absolutely with a written confirmation of the hiking and snowshoe guide, cash payment can also be agreed on site before the start of the tour for tours with these payment conditions (deposit, final payment).

The hiking and snowshoe guide is entitled to refuse to guide guests with outstanding payments.

3. CHANGE IN THE PERSON OF THE GUEST:

If the guest is prevented from starting the tour, he/she can transfer the contractual relationship to another person, provided that this person fulfils all the conditions for

participation and the transfer is communicated to the hiking and snowshoe guide within a reasonable period of time before the departure date. The transferor and the transferee are jointly and severally liable for the unpaid fee and any additional costs arising from the transfer. A refusal of the transfer by the hiking and snowshoe guide is possible for factually justified reasons.

4. MINIMUM NUMBER OF PARTICIPANTS:

In principle, all events can only be carried out if the stated minimum number of participants is reached. If this is not the case, the hiking and snowshoe guide is entitled to withdraw from the contract up to 2 days before the start of the event. The fee already paid will be refunded in full. If the guest nevertheless insists on the event being held, a new offer with a recalculated price can be made. If the guest agrees to the recalculated price, a new contract shall be concluded. However, there is no obligation on the part of the hiking and snowshoe guide to carry out the event anew.

5. INSURANCES:

The hiking and snowshoe guide has the legally required liability insurance. Any private insurance (e.g. accident insurance) in connection with the planned tours must be taken out by the guests themselves. In this context it is pointed out that very high costs may be incurred in the case of helicopter or mountain rescue operations, which are generally not covered by the relevant social insurance institutions and must therefore be paid by the guest concerned. It is therefore strongly recommended that guests take out insurance against mountain rescue costs.

As a matter of principle, there is no cancellation insurance. The guest is responsible for complying with any passport, visa, customs, foreign exchange and health regulations at his own expense.

6. WARRANTY:

The guest has a warranty claim in the event of non-performance or defective performance. The guest agrees that instead of his claim for cancellation or price reduction, a service free of defects will be provided within a reasonable period of time, insofar as this is possible. In order to carry out the improvement during the ongoing hiking or snowshoe tour, the guest is in any case obliged to notify the mountain guide.

If a defect in the service is caused in the sphere of the guest, such as an impairment of health (e.g. lack of fitness, etc.), the guest cannot derive any claims from this.

7. COMPENSATION FOR DAMAGES:

In the event of a culpable breach of an obligation arising from the contractual relationship, the hiking and snowshoe guide shall be liable to the guests for compensation for the resulting damage within the scope of the legally obligated liability insurance for personal injury, property damage and financial loss, provided all other legal requirements are met.

The hiking and snowshoe guide is not liable in the event of slight negligence. Claims for compensation for loss of holiday enjoyment are also excluded. Any compensation for damages shall be limited to the amount of the liability insurance sum existing at that time.

Apart from legal liability, guests take part in tours at their own risk. A considerable degree of circumspection is therefore assumed on the part of each guest. The hiking and snowshoe guide cannot accept any responsibility in the event of accidents, damage or other irregularities resulting from the realisation of possible dangers on the mountain (such as danger of falling, cold damage, avalanche danger, crevasse fall, rock fall). This is expressly accepted by the guest with his registration.

All events are prepared and guided to the best of our knowledge and belief. Summit success or fulfilment of subjectively imagined travel goals cannot be guaranteed. It is in the nature of the event that a certain residual risk and uncertainty remains for the guest. Appropriate tour preparation through endurance sports, appropriate technical training and personal caution reduces the risk of accidents and is therefore strongly recommended to every guest.

8. WITHDRAWAL FROM THE CONTRACT:

The guest has the right to withdraw from the contract in writing at any time. In case of cancellation at least 7 days (168 hours) before the start of a tour, no costs will be incurred. In case of cancellation at a later date, the following costs will be incurred:

7th to 1st day before tour start: handling fee in the amount of 50% of the tour fee or in the amount of the deposit.

from 24 hours before start: 100% of the respective fee.

In addition, any cancellation costs for hotels or huts etc. must be paid by the participant. It is recommended to take out cancellation insurance for tours with overnight stay(s). If the place made available by the cancellation can be sold on, no costs will be incurred. Changes of date apply in the same way as cancellations and new registrations.

If a guest fails to arrive at the agreed starting point of the tour or if the departure for the tour is missed due to negligence on the part of the guest or due to force majeure, 75% of the guide's fee plus any expenses may be retained by the hiking and snowshoeing guide.

9. WITHDRAWAL OF THE HIKING AND SNOWSHOE GUIDE BEFORE THE START OF THE TOUR:

If the hiking and snowshoe guide has to withdraw from the contract due to unusual and unforeseeable events over which he had no control and the consequences of which could not have been avoided despite exercising due care, the guest must reimburse the expenses incurred to date. Such events include government orders, strikes, war or war-like conditions, natural disasters, epidemics, weather and avalanche conditions, etc.. The part of the guide's fee exceeding the reimbursement of expenses will be refunded.

10. WITHDRAWAL ON THE PART OF THE HIKING AND SNOWSHOE GUIDE AFTER THE START OF THE TRIP:

The hiking and snowshoe guide shall be released from the provision of his service if a guest causes lasting disruption or endangers others during a tour due to improper and grossly careless behaviour - irrespective of a warning.

In that case, the guest is obliged to pay compensation to the hiking and snowshoe guide, provided he/she is at fault. In such a case, the guide's fee will not be refunded.

11. CHANGES TO THE CONTRACT:

The hiking and snowshoeing guide reserves the right to increase the fee confirmed with the booking for reasons beyond the control of the hiking and snowshoeing guide, provided that the date is more than three months after the conclusion of the contract. Such reasons are, for example, the change of any transport and ascent costs or the exchange rates to be applied for the implementation of the tour.

We reserve the right to make changes to the programme due to changes in the weather, other hazards inherent in the tour, as well as the conditional weaknesses of individual guests and other reasons. According to the applicable mountain and ski guide law, the hiking and snowshoe guide is obliged to cancel a tour if unforeseeable special circumstances arise in which the physical safety of his guests appears to be at risk. The guests can therefore not assert any claims for compensation against the hiking and snowshoe guide on the basis of these circumstances. In this case, the decision must be based on the weakest guest and the other guests on the tour share the same fate.

The principle of personal execution of the hiking and snowshoe guide contract applies. In the event being prevented from attending due to important reasons (e.g. illness, death in the family, etc.), the hiking and snowshoe guide is entitled to transfer the guiding activity to a third party. The guest expressly agrees to this possibility of transfer. In such a case, liability is limited to any fault in the selection.

12. PROVISION OF INFORMATION TO THIRD PARTIES:

Information about the names of the guests as well as the places of stay shall not be provided to third parties, even in urgent cases, unless the guests have expressly requested that information be provided. The costs arising from the transmission of urgent messages shall be borne by the traveller.

13. DATA PROTECTION AND ADVERTISING:

The hiking and snowshoe guide is entitled to process and store personal data in the context of the contract and for purposes arising from the contract. By participating in an event, the participant agrees that videos and photos taken of him/her during the period of the tour may be used for advertising purposes by the hiking and snowshoe guide.

14. FINAL PROVISIONS:

Austrian law shall apply to the exclusion of the conflict rules. Should individual provisions of the contract with the guest, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

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