

## Note

The **General Terms and Conditions (GTC)** listed below apply to all offers and services of **Rocks n' Roots Running & Fitness - Lechtal**, including all trainings, running events (also guided trail running tours), courses, trainings, lectures and seminars.

These **GTC** explicitly do **not** apply to a rental of the vacation apartment "Hoamatgefühl" (private rental by Mrs. Gabriele Pelgrim), even if this is also presented on the homepage [www.rocks-n-roots-lechtal.at](http://www.rocks-n-roots-lechtal.at). The **terms and conditions of** the vacation apartment "Hoamatgefühl" can be found [here](#).

In the context of seminars, courses or trailrunning specials, there may be cooperation between the two areas.

## Preliminary remarks and general

**Rocks n' Roots Running & Fitness - Lechtal** is a company of:

**Mr. Marcel Pelgrim (ATU 77109601)**

**Business (since 01.01.2023): Creation of training concepts for health-conscious individuals**

**GISA number: 35512622**

In the business unit Rocks n' Roots Running & Fitness, the following business objects and areas of activity are offered in accordance with the specifications of the independent trade "Creation of training concepts for health-conscious persons":

- Fitness training for health conscious people
- Support in the selection of training concepts / monitoring of training concepts
- Teaching activities (courses, seminars, workshops, lectures, trainings)
- Private lessons
- guided trail running tours / trail running guide

A training-scientific support, in the sense of the Austrian legislation for regulated commercial activities (life and social counseling, limited to sports-scientific counseling). , is expressly **not** offered.

Our offers refer to the exercise and mediation of "outdoor fitness, running and trail running". By definition and practice, our trail running offers are characteristically different from mountain sports such as "hiking, mountain walking or mountaineering".

# **General terms and conditions (and \*applicable supplements - annex), valid from 11.04.2023**

## **1 General**

1. For the business relationship between the personal fitness trainer / trail running guide (hereinafter: "trainer" / "guide") and the customer (m/f/d and hereinafter: "customer"), the following General Terms and Conditions\* apply exclusively in their version valid at the time of the service.
2. Customers within the meaning of § 1 sentence 1 are private individuals, companies, associations and state institutions.

## **2 Subject matter of the contract**

1. The subject of the contract is an individual accompaniment of the customer within the agreed services (e.g. training conception, personal fitness training, trail running tours).

## **3 Subject of performance**

1. The trainer/guide offers the customer a training concept or a suitable tour tailored to the customer. The concept contains generally valid recommendations on training content, sportswear selection, nutritional advice. The training concept / tour selection takes into account the respective wishes and needs of the customer, adapted to their physical abilities.
2. The trainer ensures individual accompaniment to the client. The accompaniment of the client is personalized by the trainer.
3. The following services are offered in principle:
  - Fitness training for health conscious people
  - Support in the selection of training concepts / monitoring of training concepts
  - Teaching activities (courses, seminars, workshops, lectures, trainings)
  - Private lessons
  - guided trail running tours / trail running guide

## **4 Training and appointment**

1. Before the start of the training units / tours, a personal consultation with the customer takes place. In the context of the conversation, the content and goals are coordinated. During the consultation, the customer informs the trainer about any health and physical restrictions. A training session or a tour will only be carried out with customers who are basically healthy / fit for sports.
2. A training session lasts 60 minutes, unless otherwise advertised or agreed. This includes times for warm-up, training-related breaks and a cool down. The longer training sessions are agreed upon individually with the client. The duration of guided trail running tours will be agreed upon individually with the customer beforehand. Due

to external influences (force majeure) there may be deviations in the actual duration. In this case, guide and customer agree directly.

3. The training sessions and tours usually take place outdoors (outdoor fitness concept). The trainer/guide and the customer shall reach a binding agreement on the exact place of performance or the meeting/starting point of the training session/tour. If extraordinary weather conditions do not allow an outdoor training, both parties will agree on the procedure. Cancellations due to weather conditions in the run-up to the training or a tour are not at the expense of the customer.
4. The appointments are made exclusively by agreement. This agreement can be made orally, by phone or in writing (via messenger service, e-mail or contact form). After successful registration, the customer receives a registration or order confirmation (verbally, by phone or in writing via messenger service or e-mail).
5. The agreed appointment must be canceled at least 24 hours before the agreed time. For the unattended appointments a fee of 50% of the price of a training session / tour will be charged.
6. The conditions mentioned under 4.4 do not apply to the areas "Individual Running & Fitness Specials", workshops, seminars, lectures, camps, courses and individual training camps. Here, the cancellation conditions stored in the offer or in the invitation to tender apply.

## **5 Obligations of the customer**

1. The customer is obliged to inform the trainer / guide about his fitness for sports without being asked before the start of the training session / tour. If during the training / tour sudden health or condition disorders occur, the customer is obliged to inform the trainer immediately.

## **6 Terms of payment**

1. The fee of the trainer / guide is based on the current [price list](#) or an individual offer for the client.
2. The invoice must be paid without deduction within 7 days of receipt by the customer.
3. Currently the following payment methods are available:
  - Cash payment
  - Bank transfer
  - PayPal

## **7 Liability and notes**

1. The trainer/guide is generally not liable for damages of the customer. This does not apply to liability for breach of a material contractual obligation and for liability for damages to the member resulting from injury to life, limb or health, and also does not apply to damages resulting from intentional or grossly negligent breach of duty by the

trainer, his legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. An essential contractual obligation on the part of the trainer includes in particular, but is not limited to, the services listed in § 3.

2. The customer is expressly advised not to bring any valuables. The trainer does not assume any guarding or duty of care for valuables that are nevertheless brought in.
3. The trainer is not liable for any damage caused by the client's overestimation. If the client does not follow the instructions of the trainer and suffers the damages as a result, the liability of the trainer is excluded. In addition, we recommend the customer to take out a mountain sports insurance for our trail running tours.
4. The trainer has adequate public liability insurance.
5. **The trainer/guide is explicitly not liable for a lack of (sporting) success or in case of non-achievement of personal goals of the client, as long as the trainer/guide has provided the characteristics of the agreed subject of performance (per offer or verbal agreement).**

## **8 Data protection**

1. The personal data of the customer will be stored by the trainer / guide and will be used exclusively for the fulfillment of the object of service mentioned in § 3.
2. The details of the data protection can be found in the privacy policy of the trainer / guide.

## **9 Secrecy**

1. The trainer / guide is obliged to maintain confidentiality about all information of the customer that has become known in connection with the fulfillment of the training measures or services. This also applies after the termination of the contractual relationship between the trainer / guide and the customer.

## **10 Contract duration**

1. In principle, only temporary contracts are concluded between the trainer / guide and the customer. The customer has the right to withdraw from the contract within the first 14 days from the date of conclusion of the contract. The cancellation is excluded, unless there is a permanent medical indication that makes a continuation of the contract impossible. Only medical certificates are accepted as proof.

## **11 Final provisions**

1. Unless otherwise stipulated in these GTC, amendments, supplements\* (see appendix: *Supplements*) and ancillary agreements must be made in writing in order to

be effective. The written form requirement shall also apply to any waiver of this formal requirement.

2. Should any of the preceding provisions be invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, a suitable legally valid replacement provision that comes as close as possible to the economic success shall be agreed by mutual consent.
3. The place of jurisdiction shall be determined in accordance with the statutory provisions. The law of the Federal Republic of Austria or of the Federal State of Tyrol shall apply. The factual and local competent court related to our company headquarters in 6645 Vorderhornbach, the District Court 6600 Reutte.
4. Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

These T&Cs are based on a template from the [Academy for Sport and Health](#). Modified for **Rocks n' Roots Running & Fitness - Lechtal** in January 2023.

## **Appendix**

**\*additions** to the terms and conditions of Rocks n' Roots Running & Fitness - Lechtal

### **Early departure, exclusion**

In case of an early departure of the customer or in case of an exclusion by Rocks n' Roots - Lechtal, the trainer/guide for a comprehensible reason, there is no claim for a refund of the course fee or the invoice amount.

### **Abort (force majeure)**

If the fulfillment of the contract becomes impossible due to an event that can be considered as force majeure, the contract will be cancelled. Rocks n' Roots Running & Fitness - Lechtal undertakes in this case to return the already received payment proportionately, so that no profit is drawn from the event (§ 1447 ABGB).

### **Warranty**

The customer has to report any complaints immediately on site to give Rocks n' Roots Running & Fitness - Lechtal the opportunity to take immediate remedial action. In case of culpable non-notification, however, there is no right to a reduction of the fee.

### **Health of participants / changes to protect health**

We recommend a medical examination before starting a training, a course or a tour. This applies in particular to beginners, newcomers and those returning to the sport. The customer must inform the trainer/guide of any recommendations made by the doctor before the start of the training / tour or event.

The trainer/guide is authorized to make decisions during a training, course or guided trail running tour to ensure the planned success of the event (training, course, tour, etc.) and to protect health. There is always the option for the trainer/guide to change content or objectives to protect the client from danger or to adjust the objective.

**Emergencies:** In case of accidents, emergencies, each customer provides first aid according to his possibilities and supports the trainer/guide in the implementation of the measures or follows the instructions of the requested rescue/mountain rescue.

## **Equipment**

Before each event, the trainer/guide may announce instructions on equipment or mandatory equipment. This will be tailored to the particular requirements of the training, tour or event. Mandatory equipment must be worn or carried throughout the course. Recommended equipment should be carried or worn, but is not mandatory for participation. The success and safety of an event depends to a significant degree on the equipment/equipment. If equipment is provided free of charge for an event or loaned for a fee, it must be returned immediately after the event. In case of loss, wilful destruction or damage, the customers have to compensate the damage caused completely.

## **Changes**

All events (trainings, tours, etc.) are conscientiously planned and prepared by the trainer/guide. Nevertheless, unforeseeable situations can occur, which make a meaningful change, up to the postponement or cancellation necessary. Exemplary and without claim to completeness can be named for this:

- Weather
- Deviating conditions found on site, e.g. road closures
- Group composition of the participants
- etc.

The above factors do not constitute grounds for a reduction of the course fee. Rocks n' Roots Running & Fitness - Lechtal will in any case make every effort to react appropriately to the situation and make decisions in the best interest of the customer. Rocks n' Roots Running & Fitness- Lechtal and/or the trainer/guide reserve the right to make changes.

## **Dangers & liability** - supplementary and explanatory notes

During trainings, tours, trainings, courses and events in the field of outdoor fitness sports, running sports, mountain sports and accordingly also in trail running there are basically potential hazards for persons or objects. There can be no hundred percent safety in mountain sports / outdoor sports and in trail running. Neither Rocks n' Roots Running & Fitness - Lechtal as promoter or organizer, nor other organizers, sponsors, trail or property owners or trail maintainers assume any liability for damages and / or injuries suffered by the customer. Basically, the requirements of the road traffic regulations, as well as the instructions of regulatory authorities, must be followed. The customers have to take note that Rocks n' Roots Running & Fitness Lechtal, respectively the trainer/guide can prescribe the wearing of an obligatory basic equipment. This is also valid for a possible liquid volume and food to be carried along. If the equipment of a customer does not meet the defined requirements, the trainer/guide can exclude the customer. In case of doubt, further

participation of the customer can only take place at his own risk and only if a danger for the group, the trainer/guide or the event as such can be excluded.

**Image rights, video and photo material**

Rocks n' Roots Running & Fitness -Lechtal reserves the right to make photo-film or promotional recordings for advertising, sponsorship and information purposes within the framework of events (training, tours, courses, etc.). Participants have no claim to remuneration for the use of this recording material. Any reservations of the customer must be notified to Rocks n' Roots Running & Fitness before the start of the event. In principle, Rocks n' Roots Running & Fitness - Lechtal will strive for a mutually agreeable solution to protect individual personal rights and will act within the framework of legal requirements.

*End of the applicable supplements to the GTC dated 11.04.2023*