

Note

This translation was prepared with DeepL, is for information purposes only and is not legally binding.

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

In the context of seminars, courses or trail running specials, there can 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 Rocks n' Roots Running & Fitness division, 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, training)
- Private lessons
- Guided trail running tours / trail running guide

Training-scientific support, in the sense of the Austrian legislation for regulated commercial activities (life and social counselling, restricted to sports-scientific counselling). is expressly **not** offered.

Our offers refer to the practice 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), valid from 14.01.2023

1 General

1. The business relationship between the personal fitness trainer / trail running guide (hereinafter: "trainer" / "guide") and the customer (m/f/d and hereinafter: "customer") is governed exclusively by the following General Terms and Conditions* in the version valid at the time the service is provided.
2. Customers within the meaning of § 1 p. 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 clients within the framework of the agreed services (e.g. training conception, personal fitness training, trail running tours).

3 Subject of performance

1. The trainer/guide offers the client a training concept or a suitable tour tailored to the client. The concept contains generally valid recommendations on training content, choice of sportswear, nutritional advice. The training concept / tour selection takes into account the respective wishes and needs of the client, adapted to their physical abilities.
2. The trainer guarantees the client individual support. The accompaniment of the client is done personally 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, training)
 - 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 takes place with the client. During the consultation, the content and goals are agreed upon. During the consultation, the client informs the trainer about any health or physical restrictions. A training session or a tour will only be carried out with clients who are basically in good physical health / fit for sport.
2. Unless otherwise stated or agreed, a training session lasts 60 minutes. This includes time for warming up, training-related breaks and a cool down. The longer training sessions are agreed individually with the client. The duration of guided trail running tours is agreed individually with the client beforehand. Due to external influences

(force majeure), the actual duration may vary. In this case, the guide and the client will agree directly.

3. The training sessions and tours usually take place outdoors (outdoor fitness concept). The trainer/guide and the client will agree on the exact location or the meeting/starting point of the training session/tour. If extraordinary weather conditions do not permit an outdoor training session, both parties will agree on the course of action. Cancellations in the run-up to the training session or tour that are actually due to weather conditions are not at the expense of the client.
4. Appointments are made by appointment only. This agreement can be made orally, by telephone or in writing (via messenger service, e-mail or contact form). After successful registration, the customer receives a registration or order confirmation (verbally, by telephone or in writing via messenger service or e-mail).
5. The agreed appointment must be cancelled at least 24 hours before the agreed time. A fee of 50% of the price of a training session / tour will be charged for the unattended appointments.
6. The conditions mentioned under 4.4 do not apply to the areas of "Individual Running & Fitness Specials", workshops, seminars, lectures, camps, courses and individual training camps. In these cases, the cancellation conditions stated in the offer or in the invitation to tender apply.

5 Obligations of the customer

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

6 Terms of payment

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

7 Liability and notes

1. As a matter of principle, the trainer/guide shall not be liable for damages suffered by the client. This does not apply to liability due to a breach of an essential contractual obligation and to liability due to damages to the member resulting from injury to life, body or health, nor to damages based on an intentional or grossly negligent breach of

duty by the trainer, his/her legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment 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 not exclusively, the services listed in § 3.

2. The client 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 damage caused by the client's overestimation of his own abilities. If the client does not follow the instructions of the trainer and suffers the damage as a result, the liability of the trainer is excluded. Furthermore, we recommend that the client takes out mountain sports insurance for our trail running tours.
4. The trainer has adequate public liability insurance.

8 Data protection

1. The personal data of the client will be stored by the trainer/guide and used exclusively for the fulfilment of the object of service specified in § 3.
2. The details of data protection can be found in the data protection declaration of the trainer/guide.

9 Secrecy

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

10 Contract duration

1. In principle, only fixed-term contracts are concluded between the trainer/guide and the client. The client has the right to withdraw from the contract within the first 14 days from the date of the conclusion of the contract. Termination is excluded unless there is a permanent medical indication that makes 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 also applies to the waiver of this formal requirement.

2. Should one of the preceding provisions be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. 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 in accordance with the statutory provisions. The competent court in relation to our registered office in 6645 Vorderhornbach is the District Court of 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 GTC 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 general terms and conditions of Rocks n' Roots Running & Fitness - Lechtal

Early departure, exclusion

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

Abort (force majeure)

If the fulfilment of the contract becomes impossible due to an event that can be considered as force majeure, the contract will be cancelled. In this case, Rocks n' Roots Running & Fitness - Lechtal undertakes to return the payment already received on a pro rata basis so that no profit is made from the event (§ 1447 ABGB).

Warranty

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

Health of participants / changes to protect health

We recommend a medical examination before starting a training, course or tour. This applies in particular to beginners, newcomers and those returning to the sport. The client 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 authorised to make decisions during a training session, 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 the content or objectives in order to protect the client from danger or to adjust the objectives.

Emergencies: In the event of accidents or emergencies, each client shall provide first aid according to his or her capabilities and support the trainer/guide in carrying out the measures or follow the instructions of the requested rescue/mountain rescue service.

Equipment

Before each event, the coach/guide may give advice on equipment or compulsory equipment. This will be adapted to the respective 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 considerable extent on the equipment/equipment. If equipment is provided free of charge for an event or lent for a fee, it must be returned immediately after the event. In the event of loss, wilful destruction or damage, the customers must compensate the damage incurred in full.

Changes

All events (trainings, tours, etc.) are conscientiously planned and prepared by the trainer/guide. Nevertheless, unforeseeable situations may arise that make it necessary to make reasonable changes, including postponements or cancellations. Examples and without any claim to completeness can be mentioned here:

- 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 in the course fee. Rocks n' Roots Running & Fitness - Lechtal will in any case endeavour to react appropriately to the respective situation and make decisions in the best interests 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 training, tours, courses and events in the field of outdoor fitness sports, running sports, mountain sports and accordingly also in trail running, there are always potential hazards for people or objects. There can be no one hundred percent safety in mountain sports / outdoor sports and in trail running. Neither Rocks n' Roots Running & Fitness - Lechtal as promoter or organiser, nor other organisers, sponsors, trail or property owners or trail maintainers assume any liability for damages and / or injuries suffered by the customer. In principle, the requirements of the road traffic regulations and the instructions of the regulatory authorities must be followed. Customers must take note that Rocks n' Roots Running & Fitness Lechtal or the trainer/guide may prescribe the wearing of compulsory basic equipment. This also applies to any liquid volume and food to be carried. If a client's equipment does not comply with the defined specifications, the trainer/guide may exclude the client. In case of doubt, further participation of the client can only take place at his/her 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 take photo film or publicity shots for advertising, sponsorship and information purposes as part of events (training, tours, courses, etc.). Participants have no claims to remuneration for the use of this recording material. Any reservations on the part of the customer must be notified to Rocks n' Roots Running & Fitness before the start of the event. As a matter of principle, Rocks n' Roots Running & Fitness - Lechtal will endeavour to find a mutually agreeable solution to protect individual personal rights and will act within the framework of the legal requirements.

End of the applicable supplements to the GTC dated 14.01.2023