

Mit Profis
auf die höchsten
Gipfel Österreichs



GENERAL TERMS AND CONDITIONS of the Mountain Guides Association Heiligenblut

**issued by the Association of Austrian Mountain and Skiing Guides, revised and adapted by the
Mountain Guides Association Heiligenblut**

1. Scope of applicability and service:

The mountain guide appointed through the Mountain Guides Association Heiligenblut performs their services exclusively on the basis of the following General Terms and Conditions. These apply to all legal relations between the mountain guide appointed through the Mountain Guides Association Heiligenblut and the guests, even if not explicitly referred to.

The mountain guide contract comprises all the obligations as a mountain guide of leading a guest on a specific tour. In return, the latter is obliged to pay the fee, insofar as the waiving of payment was not explicitly agreed.


The conditions stated in the programmes and tour descriptions must be fulfilled by the participant. All guests are responsible themselves for the condition and maintenance of any own equipment, as well as for their own state of health. Guests are obliged to make true statements to the mountain guide appointed through the Mountain Guides Association Heiligenblut in order to assess their suitability for the planned tour.

Due to legal obligations, the mountain guide must be persuaded before starting a tour that the guests are adequately equipped in accordance with the requirements. The mountain guide reserves the right to refuse the guidance of persons who are inadequately equipped or who are evidently not up to coping with the difficulties of the planned tour. In this case there is no entitlement to a reimbursement of the fee.

Despite the best tour planning and guidance, no unlimited guarantee of success for achieving the planned programme objectives or peak can be granted. Decisions regarding the choice between various route options, the continuation or discontinuation of a tour, the granting of breaks and for how long, the taking and use of equipment items (especially ropes, crampons, ice crampons, pickaxes etc.) are made solely by the mountain guide. No damage compensation claims can be exerted for tours discontinued or abandoned on safety grounds (such as rockfall or falling ice, avalanches, falls, weather changes etc.) or due to the fault of a participant.

Expenses due to loss or repair costs for damage to rental equipment that go beyond normal wear and tear are to be recompensed by the participant. Due to the particular responsibility for the correct carrying out of the tour, the guests are obliged upon conclusion of the mountain guide contract to comply with the instructions of the mountain guide issued in their function as the responsible and competent leader of the tour. If this is neglected by guests, the mountain guide cannot be held responsible for any resulting consequences.





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2. Contract conclusion:

The mountain guide contract between the guest and the mountain guide appointed by the Mountain Guides Association Heiligenblut comes into effect if there is agreement on the essential contract components (objective/purpose of the event, fee, date and number of persons, payment of accommodation and half board costs of the guide from the customers proportionally on participants etc.) and all other details as quoted. The booking can be made in writing or verbally. Telephone bookings are legally binding. In case of the simultaneous registration of several participants, the person registering is liable for the payment of the invoice. Booking in one's own name is assumed. When concluding a mountain guide contract for guiding a mountain tour with several persons, all guests are jointly liable for paying the fee entitlement.

The mountain guide reserves the right to modify, restrict or extend the training and tour programme at any time on account of unforeseeable circumstances. Due to the dependence on weather circumstances and other unpredictable circumstances, the originally planned tour schedule cannot always be guaranteed.

For registration for one-day and two-day tours, payment is in cash directly to the responsible mountain guide. For all other tours, the form of payment is to be agreed directly with the mountain guide.

3. Changes to the person of the guest:

If a guest is prevented from taking part in the event, they can transfer the contractual relationship to another person, insofar as the latter fulfils all the participation conditions and the transfer is notified to the mountain guide appointed through the Mountain Guides Association Heiligenblut with appropriate notice before the start date. The transferrer and the acquirer are jointly liable for the still due fee payment, as well as any supplementary costs incurred by the transfer. It is possible for the transfer to be refused by the mountain guide appointed through the Mountain Guides Association Heiligenblut on objectively justifiable grounds.

4. Minimum number of participants:

All events for which a minimum number of participants is stated can only be carried out in principle if the minimum number of participants is fulfilled. If this is not the case, the mountain guide appointed through the Mountain Guides Association Heiligenblut is entitled to withdraw from the contract up to 1 day before the start of the event. If a guest nevertheless insists on the event being carried out, a new offer with a newly calculated price can be presented. If the guest agrees with the newly calculated price, a new contract is concluded. However, there is no obligation to still carry out the event on the part of the mountain guide appointed through the Mountain Guides Association Heiligenblut.

5. Insurances:

The mountain guide appointed through the Mountain Guides Association Heiligenblut has a legally mandatory liability insurance. Any private insurances (e.g. accident insurance) in relation to the planned tours are to be concluded by the guests themselves. It is pointed out in this respect that very high costs may be incurred by helicopter or mountain rescue, which as a rule are not covered by the responsible social security providers and must therefore be paid by the affected guest themselves. It is therefore explicitly recommended to conclude a rescue cost insurance. There is no withdrawal insurance in place. Guests are responsible themselves for complying with any passport, visa, customs, currency and health regulations at their expense.





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6. Warranty:

The guest can exert a warranty claim in the event of non-performance or shortcomings. The guest declares their agreement to the offer of a faultless performance insofar as possible within an appropriate deadline instead of their claim to a price reduction or compensation. In case of the discontinuation of a tour due to alpine hazards occurring at short notice, such as rockfall, avalanche risk, thunderstorms etc., the guest accepts the payment of the current mountain guide daily rate to the mountain guide as a price reduction.

Guests have a duty of notification to the mountain guide during the ongoing mountain tour. If the disruption to the performance is within the sphere of responsibility of the guest, such as a health compromise (e.g. too slow acclimatization to the altitude, lack of fitness and such like), the guest cannot make any claims on this account.

7. Damage compensation:

The Mountain Guides Association Heiligenblut and the mountain guide agency of the Information and Booking Centre Heiligenblut are not liable for any damages or legal conflicts pertaining to mountain guide contracts resulting from the agency.

In case of a culpable breach of a contractual duty, the mountain guide appointed through the Mountain Guides Association Heiligenblut is responsible for the compensation of any resulting personal, material and financial damages for guests within the legally mandatory concluded liability insurance. The mountain guide appointed through the Mountain Guides Association Heiligenblut is not liable in case of slight negligence. Compensation claims based on a loss of holiday enjoyment are also excluded. Any damage compensation is limited to the liability insurance coverage in place at the time. Apart from statutory liability, guests take part in the mountain tours at their own risk. A suitable degree of caution is assumed for each guest. The mountain guide appointed through the Mountain Guides Association Heiligenblut cannot assume responsibility in the event of accidents, damages or other irregularities resulting from the occurrence of alpine hazards (e.g. danger of falling, altitude sickness, frostbite, avalanche risk, falls into crevasses, rockfall). This is explicitly accepted by the guest upon registration. All events are prepared and carried out to the best knowledge and in all conscience. No guarantee can be assumed for reaching summits or the fulfilment of subjective tour objectives. It is in the nature of the event that there is a certain residual risk and uncertainty for the guest. Suitable tour preparation through endurance sports, technical training and personal precautions reduces the risk of accidents and is therefore urgently recommended to each guest.


8. Withdrawal from the contract:

The guest has the right to withdraw from the contract at any time in writing. For cancellation until at the latest 40 days before the start of the tour, no costs are incurred. In case of cancellation at a later point in time, the following costs are incurred:

- Less than 40 days before the start of the tour: €50.00 processing fee due to administrative costs
- Less than 30 days before the start of the tour: 25% of the respective fee.-
- Less than 20 days before the start of the tour: 50% of the respective fee.
- Less than 7 days before the start of the tour: 75% of the respective fee.
- Less than 24 hours before the start of the tour: 100% of the respective fee.

We recommend taking out travel cancellation insurance in case of an unforeseen cancellation.





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In addition, any cancellation costs for hotels, chalets etc. are to be covered by the participant. Date changes require cancellation and new registration. If a guest is absent at the agreed starting point of the tour or if the start of the tour cannot take place due to negligence on the part of the guest or a force majeure reason, 100% of the guide fee plus any expenses can be retained.

CANCELLATION POLICY for group tours:

1) For tours where the price per person is according to the number of participants:

If a guest who originally booked a group tour cancels, they must cover the difference incurred by the reduction in group size as a cancellation fee (regardless of the time of cancellation!).

2) For tours with fixed flat-fee price per person:

For cancellation of a tour with a fixed flat-fee price, 100% is due as a cancellation fee regardless of the time of cancellation.

If a whole group cancels, cancellation fees are charged according to the above. In addition, any cancellation costs for hotels, chalets etc. are to be covered by the participant.

Changes to the date require cancellation and new registration.

9. Withdrawal of the mountain guide before starting the tour:

In case of bad weather, we may cancel or postpone the tour. The decision about whether a tour will take place is made solely by the mountain guide. Of course, we also take the wishes of our customers into account. If the mountain guide appointed through the Mountain Guides Association Heiligenblut must withdraw from the contract on account of unusual and unexpected events on which they had no influence and whose consequences cannot be avoided despite all due care, the guest must recompense the expenses hitherto incurred. Such events include official directives, natural disasters, weather and avalanche conditions etc. The guide fee beyond the compensation of expenses is reimbursed.

In the event of an illness of the mountain guide which makes it unreasonable for the respective mountain guide to conduct the tour, the mountain guide has the right to cancel the tour without providing further details regarding the reason for the prevention. The customer has no claims for a substitute mountain guide at the same date, nor any other claims due to lost vacation enjoyment or similar. The booking office and the mountain guide are obligated to look for a substitute mountain guide for the original date; however, success cannot be guaranteed due to limited availability. A substitute date will be proposed by the mountain guide, and the customer accepts this as a substitute service. (The maximum period for a substitute date is one year)

10. Withdrawal of the mountain guide after starting the tour:

The mountain guide appointed through the Mountain Guides Association Heiligenblut is released from providing the service if a guest disrupts the carrying out of a tour through improper or grossly negligent conduct – despite a warning – or endangers others. In this case the guest, insofar as they are culpable, is obliged to compensate damages incurred to the mountain guide. In such a case, the guide fee is not reimbursed. In addition, the guide is released from service performance or can discontinue a tour if the fitness and technical skill requirements of the guest described in the tour programmes are not fulfilled.





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11. Contract amendments:

The mountain guide appointed through the Mountain Guides Association Heiligenblut reserves the right to raise the fee confirmed upon booking for reasons that cannot be influenced by the mountain guide, insofar as the date is more than three months after contract conclusion. Such reasons include changes to any transport and ascent costs or the exchange rates to be applied to carrying out the tour.

All tours are subject to programme changes due to a change in weather circumstances, other alpine dangers and a lack of fitness of individual guests etc. According to the applicable Mountain and Skiing Guide Law, the mountain guide is obliged to halt a mountain tour if unexpected special circumstances occur that may threaten the physical safety of the guests. The guests may therefore not exert compensation claims against the mountain guide appointed by the Mountain Guides Association Heiligenblut in these circumstances. The decision is to be made according to the weakest guest and this will apply to all the guests.

In principle, the mountain guide shall carry out the mountain guide contract personally. In case of a hindrance on important grounds (such as illness, death in the family etc.), the mountain guide is entitled to transfer the task to a third party. The guest explicitly agrees to the transferal possibility. In such a case, liability is limited to any culpability relating to the selection.

In case of an above average exceeding of the normal walking times and elevation gains for the stated tours according to the programmes on the homepage, the mountain guide is entitled to decide on the tour planning, the discontinuation of the tour or a suitable supplementary charge referring to the applicable Austrian daily rate. The customer accepts payment of the surcharge in the tour settlement.

12. Providing information to third parties:


Information about the names of guests and where they are staying is not provided to third persons even in urgent cases unless the guests have explicitly requested the provision of information. The costs incurred by the forwarding of important messages are borne by the guest.

13. Data privacy and advertising:

The mountain guide appointed through the Mountain Guides Association Heiligenblut is entitled to process and store personal data as part of the contract handling and for the purposes related to the contract. In addition, the guest explicitly consents by booking to the passing on of personal data to the course director, participants and the accommodation. By participating in an event, the participant agrees that videos and photos made of them during the event may be used for the advertising purposes of the mountain guide.

Further the client agrees within the booking, that his e mail adress can be used by the Mountain Guides Association Heiligenblut or the specific mountain guide to provide advertising materials such as newsletters or personalized advertisings to be sent to the client. This is allowed until the client refuses this in written form, sent by mail to info@grossglockner-bergfuehrer.at in which he explicitly contradicts to receive any advertising content or newsletters





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14. Vouchers:

The voucher must be redeemed within three years of the date of issue. No cash settlement is possible. If the guide fee is increased during the period of validity, the difference is to be paid to the guide in cash upon redemption. If the voucher is redeemed outside of the period of validity, the guide fee is adjusted to the currently valid prices according to the homepage and is to be paid in cash to the guide.

15. Complaints, legal disputes:

If there are complaints or legal disputes with second or third parties, these are to be handled exclusively with the mountain guide appointed by the Mountain Guides Association Heiligenblut. The Mountain Guides Association Heiligenblut and the mountain guide agency of the Information and Booking Centre Heiligenblut are not liable for any damages and legal conflicts pertaining to the mountain guide contracts resulting from the agency.

16. Concluding provisions:

Austrian law applies under exclusion of conflict of laws. If individual clauses of the contract with the guest, including these General Terms and Conditions, are or become invalid in full or in part, this does not affect the validity of the remaining clauses. The partially or fully invalid clause shall be replaced by a provision that comes the closest to the economic purpose of the impracticable clause. There are no verbal side agreements.

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