

# General Terms and Conditions for Transport Contracts

**Bergbahnpool Montafon Brandnertal OG**

**BPM for short (hereinafter also respectively referred to as “Contractual Partner”)**

## 1. Contract components

One component of the contract are these General Terms and Conditions (GTC), which are available to the customer on the internet ([www.montafon-brandnertal-card.at](http://www.montafon-brandnertal-card.at)) and are also displayed at the various ticket counters/lift access points. A further component of the contract are the general rate regulations, price lists and the officially approved transport conditions as set out on the notice boards at the individual cableway access points. Furthermore, the [FIS rules](#) are also a component of the contract. Within the scope of the transport contract, in the ski area in particular, the customer is obliged to behave considerately and in accordance with the [FIS rules](#) and not to endanger the physical safety of other people; this also applies in particular with regard to other customers of Bergbahnpool Montafon Brandnertal OG.

## 2. Conclusion of contract

a) Representatives of other cableways

The card network “Montafon Brandnertal Card” (cableway associations in the Montafon Brandnertal: Silvretta Montafon, Golm Silvretta Lünensee Tourismus, Gargellner Bergbahnen, Kristberg, Brandnertal, etc.), as well as in other card networks such as the “Ländle Card”. These “cableways” or cableway companies, each of which is united in these card networks in whatever legal form, operate their respective cable cars, ski lifts, ski pistes and ski routes under their own responsibility and with legal independence. When purchasing a transport ticket that also entitles the holder to the use of ski areas covered by other “cableways” (e.g. season passes, multi-day passes), a framework agreement is concluded and the respective cableway acts as a representative on behalf of these other “cableways”.

b) However, the specific transport contract (individual contract) only enters into force through the use of the ski pass for the respective access systems in each case with the respective cableway or ski lift companies whose facilities, ski pistes and ski routes the customer is currently using.

c) When purchasing transport tickets that exclusively permit the use of the facilities of a cableway and ski lift company (e.g. day passes), the transport contract is concluded at the ticket counter exclusively with this company.

d) If transport tickets are bought from third parties (third parties shall be deemed to mean external sales points, e.g. the various cableway companies, the Montafon Tourism Office and other sales points such as in particular Stand Montafon, sports shops, hotels, tourism offices, etc.), these shall act as representatives for the conclusion of the framework contract for the “cableways” (e.g. for season passes and multi-day passes) or as representatives of the respective cableway company for the conclusion of the transport contract (e.g. day passes, individual contracts).

### 3. Liability

a) Any liability arising from the transport contract (individual contract) towards the customers or due to other contractual or legal provisions for incidents arising from or during the operation and use of the cableway and ski lift facilities, as well as ski pistes and ski routes, therefore (based on Clause 2) applies exclusively to the cableway and ski lift company in whose ski area the incident occurs. There is no liability on the part of the other cableway or ski lift companies of the “cableways” belonging to other card networks (“Montafon Brandnertal Card” or “Ländle Card”). In particular, there is no liability under the framework contract.

b) The liability for property and financial damage caused by minor negligence on the part of the company Bergbahnpool Montafon Brandnertal OG is excluded by mutual agreement. In particular, there is no obligation to assume liability on the part of the contractual partner in the event of minor soiling of customers’ clothing by the lift facilities.

c) Bergbahnpool Montafon Brandnertal OG is not liable for lost or otherwise misplaced objects of the customers, and in particular not for objects that are taken off or left behind by the customer in the ski area, on business premises or the like (e.g. gondolas, restaurants).

d) For all other contracts pertaining to other services and products, the liability of the respective cableway company is excluded for property and financial damage caused by minor negligence.

### 4. End of operation, end of contract

The transport contract with the respective cableway and ski lift company lasts only until the end of operation. After the end of operation, piste groomers with cable winches are in use. Customers ski at their own risk after the end of operation. Liability for accidents that occur after the end of operation is excluded.

### 5. Breaches of contract by the customer

a) The customer acknowledges that it is their contractual obligation to observe the [FIS rules](#) and to behave in a considerate manner towards other customers and the agents of the contractual partner, and in particular not to endanger the physical safety of other people.

b) It is also the contractual obligation of the customer to follow the orders of the cableway and lift attendants (agents) of the respective cableway company.

c) If the contractual partner or its agents establish that the customer has breached these contractual obligations, the customer may be asked to leave the ski area without compensation. The customer will be prohibited from using the ski area for the following 24 hours. To enforce this prohibition of use, the employees of the contractual partner are entitled to take away the transport tickets and the sports equipment used (Art. 14 Vorarlberg Sports Act).

d) In addition, the contractual partner is also entitled to demand a contractual penalty amounting to 200 euros per incident. Ticket inspections are carried out. The fraudulent use of transport tickets will result in the withdrawal of the ticket without compensation, as well as the collection of a processing fee of 50 euros, which shall be donated to a charitable cause. The assertion of any claim to compensation beyond this remains unaffected by this.

e) All tickets are non-transferable, with the exception of points cards.

## 6. Ticket system

The Montafon Brandnertal Card – multi-day pass and the Montafon Brandnertal Card – season pass is issued on a contactless data carrier (not a deposit card). At the point of purchase, the first name and surname, date of birth and a photo taken with a digital camera will be recorded.

## 7. Reimbursement of multi-day passes & season passes, discontinuation of operations

In the event of serious injuries (does not apply to accompanying persons) that significantly impair the person's ability to ski, the Montafon Brandnertal Card – multi-day pass as well as the Montafon Brandnertal Card – season pass shall be reimbursed pro rata less a processing fee of 7.50 euros. The relevant day of return for the reimbursement claim shall be the day on which the Montafon Brandnertal Card is returned, provided this takes place before 10 a.m.; otherwise the next day shall be deemed the day of return. What is required in this case is a medical certificate from a doctor based in the Montafon or the Brandnertal that can also be submitted later.

Montafon Brandnertal Card - season pass: application is possible until 31.01 of the corresponding winter season. There is no refund for day passes or two-day passes.

If the operation of the cableways and ski lifts is partly or wholly discontinued due to snow and weather conditions, the customer may not demand any refund of the paid price. These types of discontinuation of operation as well as any malfunctions, for whatever reason, shall not entitle the customer to a refund. Lost tickets will not be replaced.

If the operation of the cableways and ski lifts is discontinued completely due to extraordinary coincidences or due to force majeure, such as in particular war, epidemics, natural catastrophes or the like, the customer is entitled to a pro rata refund of the paid price if all the cableways of the card network have discontinued operations and this discontinuation of operations affects more than half of the intended days of operation in the respective season. In this case, a pro rata refund shall be made to the effect that the customer shall receive a refund of the portion of the price in which the discontinuation of operations occurred.

## 8. No right of withdrawal

The customer acknowledges that the contracts (e.g. ski passes, etc.) concluded with Bergbahnpool Montafon Brandnertal OG are contracts for "leisure services" as set out in the consumer protection regulations (Art. 18 (1) (10) FAGG [Austrian Distance Selling Act]). The customer therefore has no right of withdrawal if they conclude contracts via distance selling (email, internet, fax, telephone etc.).

## 9. Data processing

The contractual partners are data controllers as defined by the GDPR and are responsible for the processing of the customer's personal data. The customer's data shall only be processed in compliance with the international and national data protection provisions. The customer can access the complete data protection information here: [data protection information](#).

## 10. Other provisions

- a) It may be necessary for photos to be digitally created and stored for the acquisition of permissions. The customer provides their consent to this end.
- b) All special rates require the presentation of a valid ID. All permissions are non-transferable. Separate facilities (e.g. halfpipe, etc.) may be subject to restricted availability.
- c) Piste rescue: the use of the piste rescue service is subject to a charge.
- d) Austrian law applies. The materially competent court responsible for the head office of Gargellner Bergbahnen GmbH & Co KG has exclusive jurisdiction over Bergbahnpool Montafon Brandnertal OG. The Regional Court of Feldkirch is responsible for Gargellner Bergbahnen GmbH & Co KG.

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