

General terms and conditions

1. General

1.1 Validity of the General terms and Conditions

These General Terms and Conditions (hereinafter “GTC”) govern the use of the facilities of boulderbar GmbH at its locations in Austria (hereinafter “boulderbar”) by users.

These GTC are posted in the entrance area of the facilities and must be read carefully by every user. Upon request, a copy of the GTC is available at the cash desk. The GTC can also be downloaded from our homepage www.boulderbar.net.

By the factual use of the facilities of the boulderbar, these GTC are deemed to be accepted by the user and compliance with them becomes obligatory, irrespective of whether the requirements for use according to point 1.3 of these GTC are actually fulfilled. The factual use is the stay in the facilities of the boulderbar both for the purpose of someone’s own sporting activities and to accompany other climbers as well as for consumption in the catering area.

1.2 Facilities of the boulderbar

The term “boulderbar facilities” shall mean:

- Bouldering facility (indoor and outdoor)
- Training areas
- Changing rooms
- Gastronomy area
- Sanitary facilities
- Entrance area (indoor and outdoor) and
- Store

The parking spaces in the inner courtyard of the address 1200 Vienna, Hannovergasse 21, are not part of the boulderbar facilities and may not be used by the users.

The parking spaces in the inner courtyard of the address 1100 Vienna, Gutheil Schoder Gasse 8-12, are not part of the boulderbar facilities. However, these can be used under the conditions of the operator.

1.3 Requirements for the use of the facilities of the boulderbar

Users of the boulderbar are obliged to

(i) truthfully complete a registration form when visiting the boulderbar for the first time and to sign said registration form;

(ii) to purchase an admission ticket each time they visit the boulderbar, unless they are in possession of a valid annual or seasonal ticket in the user’s name and

(iii) to register at the cash desk each time you visit the boulderbar (also for annual or seasonal ticket holders).

1.4 Use of the boulderbar facilities by minors

Minors from the age of 14 and below the age of 18 may use the facilities of the boulderbar independently, provided that the legal guardian gives their consent in writing on the registration form.

Minors under the age of 14 may use the boulderbar facilities only if accompanied by an adult. A registration form must be completed for both the minor and the adult and both must purchase a valid admission ticket. A request to check the climbing skills of the minor by an employee of the boulderbar must be followed. Based on their assessment, the boulderbar staff is free to restrict people under the age of 14 to certain areas of the bouldering facility (e.g. only allowing the use of the lower beginner area of the bouldering facility), without this giving rise to a claim for a reduction in the price of the admission ticket. The adult accompanying the minor must ensure that the minor does not endanger or injure themselves or other users of the boulderbar facilities. Care must be taken to ensure that children do not stay in the fall area of others. The adult accompanying the minor is liable for any personal injury or property damage caused by the minor.

1.5 Tickets

All admission tickets are not transferable to other people. In the event of loss of admission tickets, there is no entitlement to replacement.

The prices of the different entrance, seasonal and annual tickets are written in the entrance area of the boulderbar or can be asked at the cash desk and are per person, including the respective statutory sales tax and duties.

1.6 Smoking ban

Smoking is absolutely prohibited on the entire premises of the boulderbar, including the catering area.

1.7 No liability for personal belongings

The boulderbar is in any case not liable for the loss of personal belongings of the users.

For changing clothes, the designated checkroom facilities are to be used.

The boulderbar provides users with lockable boxes for the storage of personal belongings free of charge (partly against deposit). Valuable items (items with a value of more than EUR 200,-) may only be stored locked in the boxes at the entrance area. The optional use of the lockable boxes by users does not constitute a safekeeping contract with the boulderbar. The boulderbar is therefore not liable for loss or theft of personal belongings, not even in case of burglary in the lockable boxes.

Users must immediately notify boulderbar employees of any perceived damage to the boxes.

1.8 Instructions from the employees

Safety instructions of the boulderbar staff must always be followed. In case of non-compliance, the staff of the boulderbar is entitled to prohibit the user from further use of the facilities of the boulderbar, without this giving rise to a claim of the user for compensation for the purchased admission ticket. See also point 6. of these GTC.

2. Use at your own risk

The use of the facilities and the stay in all facilities of the boulderbar is at your own risk.

The user hereby confirms to have knowledge that

(i) Bouldering is a risky sport, the practice of which is associated with an incalculable residual risk and, despite soft ground, carries the risk of serious injury,

(ii) Bouldering therefore always requires a high level of concentration, personal responsibility and specific skill,

(iii) there are additional risks and dangers when bouldering in a group or when the bouldering facility is heavily frequented and

(iv) increased hazards may arise, particularly in the event of improper use of the devices and safety equipment offered.

The user hereby declares to be in good physical or mental condition and to freely accept all these risks and dangers associated with the use of the boulderbar facilities.

3. Rules for the use of the boulderbar

3.1 Technical skills

The employees of the boulderbar are entitled to conduct a review of the technical skills with each user for justified reason and to restrict the user to a certain area of the bouldering facility as far as necessary (e.g. to allow only the use of the lower beginner area of the bouldering facility), without this giving rise to a claim for a reduction in the price of the admission ticket. A justified reason in the sense of this point is the assessment of an employee of the boulderbar based on their perception that the user poses dangers to themselves or other users.

3.2 Alcohol / addictive substances

Bouldering under the influence of alcohol, addictive substances and any mind-altering substances as well as impairing medication is strictly prohibited.

3.3 Warm up

To avoid injury, each user should always warm up extensively before bouldering.

3.4 Shoes

The use of street shoes while bouldering or barefoot bouldering is not allowed.

3.5 No jewellery, no accessories

To prevent injuries, no jewellery (such as rings, bracelets, necklaces, etc.) may be worn while bouldering. In addition, Mp3 players and other devices that impair attention are prohibited during any stay in the bouldering facility of the boulderbar.

3.6 Hazard prevention

When staying in the bouldering facilities of the boulderbar, always make sure not to be in the fall area of another user who is bouldering.

Climbing over each other is prohibited without exception.

The entire soft-floor areas of the bouldering facilities are considered fall areas, where each user must take special care of other users. The soft-floor areas of the bouldering facility may not be used as resting area. Only the designated zones are to be used for resting.

During bouldering as well as during any other stay in the bouldering facility, sufficient lateral distance to other users must be ensured to prevent accidents.

The heating, sound and lighting systems as well as the associated liens in the ceiling area of the bouldering facility may not be touched and under no circumstances may they be weighed down.

3.7 Soft-floor area / glass bottles

The entire soft-floor area must be kept free of all objects, except garments and chalk bags. Especially drinking bottles may not be stored on the soft-floors.

No glass bottles may be used in the entire bouldering area of the boulderbar without exception.

3.8 Loose climbing holds

The independent attachment, modification or relocation of holds is strictly prohibited. Should a hold become loose or turn, this must be reported immediately to a boulderbar employee.

3.9 No liability for climbing holds

Artificial climbing holds can loosen or break up unpredictably at any time and thereby endanger or injure the climbing user and/or other people. The boulderbar excludes any liability for the strength of the attached holds, provided that it is not at fault or only slight negligence (in the latter case only insofar as it is not personal injury in the sense of point 4.1 below).

3.10 Animals

It is forbidden to bring animals, except for guide dogs or partner dogs for disabled people.

3.11 Cleanliness

The facilities of the boulderbar and its sanitary facilities are to be kept clean.

3.12 Unusability of individual areas

For competitions, other events, cleaning of walls and holds, route setting and other necessary work, parts of the bouldering facility of the boulderbar can be temporarily closed. These closures will, if possible, be announced in time and do not lead to compensation claims for the users.

4. Liability

4.1 Liability of the boulderbar

Any liability of the boulderbar – also with regard to liability for vicarious agents of the boulderbar as well as for pre-contractual and/or collateral obligations – for slight negligence shall be deemed excluded, unless it concerns personal injury of a user. Therefore, liability of

the boulderbar for lost profits or other financial losses as a result of personal injury within the scope of slight negligence is also excluded.

4.2 Liability of the user

The user agrees to indemnify the boulderbar from all damages of any kind caused by them directly or indirectly in the course of using the boulderbar. The user also undertakes to report any such damages to an employee of the boulderbar.

5. Courses

5.1 Courses of the boulderbar

The boulderbar offers courses aimed at learning and/or improving skills in all areas of climbing. Information about the specific courses, their dates and costs, are available in the boulderbar and are published on the website www.boulderbar.net or under the Facebook presence of the boulderbar www.facebook.com/boulderbar.

The number of places is limited, the participants will be determined by the order of receipt of payments. Participants who cannot be considered will be informed immediately. Payments already made will be transferred back in this case. Only after receipt of payment of the entire course fee per participant, the registration for the boulderbar is binding and the participant's place is thus reserved.

5.2 External courses

Courses by external organizers or group leaders can only be performed after registration and agreement with the boulderbar.

The leader of an external group carries full responsibility for their participants.

5.3 Closure of certain areas

For the execution of courses, individual areas of the boulderbar can be closed. These closures will be announced in advance by posting a notice. If an area is closed, it is not available to other users of the boulderbar for the duration of the closure.

The unauthorized reservation or blocking of wall areas by groups is not permitted.

5.4 Course cancellations boulderbar

The boulderbar reserves the right to cancel events (climbing courses) at short notice – thus also on the day of the event – without having to disclose the reason to the course participants. If an event must be cancelled, the boulderbar will try to find a suitable alternative date. If no alternative date can be found, the course fees will be refunded 100%. There will be no reimbursement of additional expenses (travel expenses, etc.) of the course participant arising from the cancellation.

The boulderbar can withdraw from a contract for events (climbing courses) with individual participants if the participant behaves contrary to the contract or if the participant's behavior endangers the proper execution of the climbing course or other course participants; in this case, the participant has no right to a refund of the participation fees.

5.5 Course cancellations participants

Each course participant has the right to cancel their participation in a climbing course up to 7 days before the start of the course, in which case any course fees already paid will be refunded completely. In case of later cancellation of participation in courses by the course participant for whatever reason, as far as it is not in the sphere of boulderbar, the following cancellation fees (as a no-fault penalty) will be charged to the course participant: within 7 days before the start of the course: 60% of the course fee including VAT, within the last 24 hours: 100% of the course fee including VAT.

Cancellations must be made exclusively via e-mail to office@boulderbar.net. For the timeliness the time of receipt of the cancellation is counted.

6. Exclusion of a user

Anyone who violates the GTC or instructions of the boulderbar staff may be excluded from the use of individual or all facilities of the boulderbar and expelled from the premises of the boulderbar. In this case, there is no right to (aliquot) refund of the purchased daily, seasonal or annual ticket.

After repeated violation of the GTC or instructions of the boulderbar staff, individual users may be continuously banned to enter the house. In this case, daily, seasonal or annual tickets will be canceled. There is no right to (aliquot) refund of the purchase.

8. Consent regarding photos and films

The user gives their consent that in the climbing areas of the boulderbar by employees of the boulderbar or third parties – even without the user being directly informed – photos and videos are made, on which the user can be recognized and these may be published free of charge and without naming the people shown for the promotion of the boulderbar, for the presentation of the bouldering facilities, on the website as well as on the Facebook presence of the boulderbar. In this regard, the user waives any claims under §78 Copyright Act.

This consent can be revoked at any time by sending an e-mail to office@boulderbar.net. However, the revocation shall then only apply from the time of the declaration and cannot give rise to any claims relating to a period prior to the declaration of the revocation.

In particular, a revocation of this consent does not oblige boulderbar to remove already published photos or films.

9. Invalidity of individual provisions

Should individual points of the GTC be or become invalid, this shall not affect the validity of the remaining provisions and the contracting parties undertake to agree on a valid provision in place of the invalid provision which comes closest to it in terms of (economic) sense and purpose.

10. Additional regulatory points

Heavy, pointed, sharp or loose objects must not be taken to use in the boulderbar.

The boulderbar may only be used with suitable footwear.

People who can obviously endanger themselves or others by their condition or behavior are to be excluded from the use of the climbing facility; if necessary, the operation is to be

interrupted. The instructions of the supervisors must be followed. Anyone who violates the instructions of the supervisors is also to be excluded from using the climbing facility.

Pregnant people, people who are drunk or obviously impaired by drugs, people with fear of heights or panic attacks as well as people who would endanger themselves and other people due to their illnesses (e.g. epilepsy, severe physical or mental disability) are excluded from participation.

11. Jurisdiction

For all disputes between user and the boulderbar, the additional jurisdiction of the competent court in commercial matters in 1010 Vienna is agreed. Any compulsory jurisdiction in favor of consumers remains unaffected.

12. Changes to the GTC

The boulderbar reserves the right to change these general terms and conditions. In case of any amendment as well as the date of its entry into force, every user shall be notified in an appropriate manner (by posting it in the boulderbar's facilities as well as by personal notification via e-mail, if possible and expedient) at least one month prior to its entry into force.