

Austrian Rallye Legends 2014

powered by



Regulations

Licence-free  OSK Race Card - event



PATRONAGE:

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GRAF ERNST **HARRACH**

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FRANZ **WITTMANN**

1) General

Austrian Rallye Legends is a competition for historic racing- and rallycars. It is an OSK Race Card Event and will be held according to the OSK-regulations and the regulations specified in this paper.

2) Organizers/ Officials/Headquarters

- 2.1 OSK – VISA-No.:** RC...../2014 issued on2014
- 2.2 Organizers : secretariate:** ARBÖ Admont / MSC Rosenau
A – 8911 Admont, Ennsweg 123
If you have questions / need more information in English, please contact: Tel.: 0043(0)664 532 9628
German:Tel.: 0043(0)660 656 0003
Fax: 0043(0)316 2311 23 3335
E-mail: rallye@arboe-rallye.at
- 2.3 Organizing Committee:** Gutternigg Kurt, Admont
Sulzbacher Thomas, Edlbach
Gutternigg Martin, Admont
- 2.4 Officials**
- | | |
|--------------------------------|---|
| Clerk Of The Course | Payrich Folkrad, Wien |
| Deputy COCs : | Sulzbacher Thomas, Edlbach
Gutternigg Martin, Admont |
| Head of Technical Checks | Winter Gerald, Lainbach |
| Chief Safety Officer : | Thierer Andreas, Wien |
| Press Office | ARBÖ Pressedienst, Wien |
| Press Relations Officer | Tomaschek Chri, Admont |
| Chief Medical Officer: | Dr. Zotter Dietmar, LKH Fürstenfeld |
| Competitors' Relations Officer | Jäger Bernhard, Ruppertsburg(D) |
- 2.5 Location of Headquarters during the event**
- | | |
|----------------|----------------------------|
| Location | Admont Volkshaus |
| Opening hours: | see Pt. 3 of time schedule |
- 2.6 Official Notice Board (ONB)**
- | | |
|-----------|------------------|
| Location: | Admont Volkshaus |
|-----------|------------------|



2.7 Accommodation Service:



Alpenregion Nationalpark Gesäuse
Hauptstraße 35 A-8911 Admont
Tel.: +43(3613)2116010
Fax: +43(0)3613)2116040
e-mail: info@gesaeuse.at



Tourismusverband Pyhrn-Priel
Hauptstrasse 28 A-4580 Windischgarsten
Tel.: +43 (0)7562 5266 99
Fax: +43 (0)7562 5266 10
e-mail: info@pyhrn-priel.net

3) Time Schedule

	Loc	Date	Time
Publication of Regulations	www.arboe-rallye.at	01.01.2014	00:00
Closing date for entries	www.arboe-rallye.at	31.08.2014	00:00
List of accepted entries and entry confirmations published	www.arboe-rallye.at	07.09.2014	22.00.
Headquarters	Admont Volkshaus	18.09.2014 19.09.2014 20.09.2014	09:30-18:00 08:00-20:00 08:00-19:00
Distribution of Road Books and Administrative Checks (from Sept. 18, 2014)	Admont Volkshaus	13.09.2014 18.09.2014 19.09.2014	09:30-11:00 09:30-17:00 08:00-09:00
Press Center	Spital a.Pyhrn (nur 19.9.) Admont Volkshaus	19.09.2014 20.09.2014	10:00–19:00 8:00–19:00
Reconnaissance		13.09.2014 18.09.2014 19.09.2014	10:00-18:00 09:00-18:00 08:00-10:00
Technical Checks	Admont Spital a.Pyhrn	18.09.2014 19.09.2014	16:00-17:30 09:30-12:30
Drivers' Meeting + Rally films	Admont	18.09.2014	19:00
Service park open	Spital a.Pyhrn Admont	„tba“	„tba“
Entry of starting area	Windischgarsten	19.09.2014	13:30
Start 1st leg – 1st car	Windischgarsten	19.09.2014	14:00
Start 2nd leg – 2nd car	Admont	20.09.2014	08:00
Finish of the competition – 1st car	Admont	20.09.2014	17:00



4) Description

- 4.1. Demonstration trial of historic Rallycars on closed routes without timekeeping
- 4.2. The competition does not aim for top speed and minimum time/highscores
- 4.3. Overall route length: approx. 350 km
- 4.4. The exact route and timekeeping locations will be noted in the roadbook and the timecard.
- 4.5. Regulations for rally-related OSK Race-Card competitions:
During rally-related competitions (such as Rally Legends) on closed demonstration routes the general conditions of the Austrian Traffic Regulations (StVO) have to be observed. On closed demonstration routes the speed limit regulations of the StVO prevail.
For verification of the observation of these regulations, the organizer will conduct punctual speed measurements along the closed demonstration route, they will also log and keep the results for later inspection.
Should any competitor exceed the speed limit according to StVO on a closed demonstration route, he will be banned from participation in any further demonstration round.

5) Eligible cars and groups

- 5.1. **Eligible groups**
 - A **Original:** Original historic rallycars
 - B **Slo1:** rallycars constructed identically to originals
 - C **Slo2:** rallycars with minor variances to the original
 - D **Slo3:** rallycars with major variances to the original
 - E **Special Rallycars:** rallycars of historic interest which are not eligible to the modern rallysport due to their construction
 - F **Grand Rallycars:** distinguished vehicles of modern rallysport
- 5.2. The classification of the vehicles will be conducted by Reinhard Klein, Slowly Sideways.
- 5.3. During the entire competition, the vehicles must be registered for public road traffic and comply to the StVO without exception. The organizer disclaims liability and will not safeguard eligibility in case of claims by the authorities.
- 5.4. All vehicles must be equipped with a rollbar, intact bucket seats, safety seat-belts (minimum 4-point) and a 2kg-fire extinguisher.
- 5.5. The maximum number of entries accepted is **130**.

6) Driver, Co-driver

- 6.1. For insurance liability causes, both drivers will need to carry a valid OSK Race Card. These cards will be handed over at the administrative checks. When sending in the entry, please also fill in the Race Card form. The charge fee will be included in the entry fee. The driver must be holding a valid driving licence.
- 6.2. On the closed demonstration routes, the use of a safety helmet is obligatory. Both drivers must wear at least flame-retardant clothing.
- 6.3. The driver must be holding a valid driving licence.

7) Administrative and Technical Checks

- 7.1. At the administrative checks please show the following papers:
Valid driving licence (driver), Car registration, insurance card and acknowledgment of payment of the insurance fee.
- 7.2. Each competing vehicle has to show up at the technical checks according to their time schedule (will be issued together with entry confirmation).

8) Entries and Entry Fees

- 8.1.1 standard single entry fee with organizer's advertising: * € 300,- up to 15.06.2014
standard single entry fee with organizer's advertising: * € 380,- up to 05.09.2014
- 8.1.2 standard single entry fee without organizer's advertising: * € 350,- up to 15.06.2014
standard single entry fee without organizer's advertising: * € 430,- up to 05.09.2014

Included in the entry fee: Race Card fee (15,- € per person) for driver and co-driver

** the entry fee must be on the bank account of ARBÖ Admont by that date, otherwise the entry will not be accepted.*

- 8.2 Payments to:
Account owner: ARBÖ Admont Motorsport
Use case: Nenngeld Austrian Rallye Legends + Name of the driver
Raiffeisenbank Admont
IBAN: AT51 3800 1000 0008 4202 BIC: RZSTAT2G001
or
Steiermärkische Bank und Sparkassen AG Admont
IBAN: AT32 2081 5092 0009 7450 BIC: STSPAT2G

8.3 Reimbursement of entry fees

The entry fee will be reimbursed in total

- to candidates whose entry is not accepted
- if the competition is not held at all

The organizer may reimburse 50% of the payment to teams which cannot take part in the event due to force majeure.

ONLINE-entry:

<http://www.arboe-rallye.at/2014/nennung.html>

9) Advertising

A detailed sticker plan will be issued together with the entry confirmations.

10) Insurance

Owners of the OSK Race Card are covered by insurance.

The organizer will cover the following insurances claimed by the authorities:

10.1 Group Accident Insurance:

This insurance will be concluded for all people within the rally organisation (especially officials) and co-drivers provided that there is no casualty insurance concluded by any local or foreign insurance company. Coverage will be limited to the following amounts, these amounts covered by the OSK Race Card:

- Permanent disability € 12.000,--
- Treatment expenses € 10.000,--
- Expenses for transportation (incl. helicopter) € 5.000,--

10.2 Organizer Liability Insurance:

Coverage will be limited to the following amounts:

- 5.000.000,- € for bodily injuries and material damages

Damages of property are covered up to € 20.000,-- within the above sum.

A legal liability insurance is compulsory for all cars taking part in the competition and has to be contracted by the owner of the car. This legal liability insurance has to cover all damages on all routes except closed demonstration routes. The existence of this legal insurance has to be proven at the administrative checks

Auxiliary vehicles, cars dedicated to reconnaissance and vehicles with special labels issued by the organizer are not covered by the provided rally insurance and those are always operated under own responsibility.

11) Reconnaissance

11.1 Reconnaissance on demonstration routes may only be conducted according to the time schedule included in this paper and will be permanently under surveillance by the local police and marshals of the event. In general, the stipulations of the Austrian Traffic Regulations (StVO) apply.

11.2 On special sections highlighted in the roadbook, the maximum speed will be **30 km/h**.

11.3 The use of competition cars for recce is not allowed. Reconnaissance vehicles must carry a sticker showing the starting number, attached to the right upper corner of the windshield.

11.4 Reconnaissance is not obligatory.

11.5 Each breach of these rules will lead to non-admission to the start.

12) Administrative Checks

12.1 Location, Date and Time: pls check the time schedule Pt. 3
(a detailed time schedule will be issued together with the entry confirmations)

12.2 please show the following documents:

- Valid driving licence
- Car registration papers/card
- Proof of 3rd parties' liability insurance
- authorization waiver by the owner of the car if not similar to the driver
- Amendments and completions to the entry form

13.) Technical Checks

Each competing vehicle has to show up at the pre-event technical checks at their given time
(a detailed time schedule will be issued together with the entry confirmations)

an early (voluntary) check is possible

14) Servicepark

14.1.1 Servicepark regulations

Eligible to enter the marked spaces inside the servicepark are only competing- and service-vehicles bearing the official „Service“-sticker issued by the organizer. „Auxiliary“-vehicles have to park at the indicated locations. The surface of the service park area must not be damaged. No nails, screws or similar items may be driven into the surface. Teams are liable for damages to the service area assigned to them. The Austrian Environmental Law applies, furthermore, the following stipulations have to be obliged:

Ground sheets by the dimensions of min. 5x2m must be laid under each competing car to keep the surface clean. No sustainable avoidable ecological damage must be done during service. Unreasonable or wanton conduct by a team that violates the environmental protection objectives fundamentally undermine the reputation of motorsports and is therefore - even if detailed regulations are missing - subject to sanctions. The service area must be left behind in a clean condition. Accumulated waste and fluids must be disposed of properly by the teams themselves.

14.1.2 Catering inside the Servicepark

Catering inside the servicepark is only allowed with a written permission by the organizer (obtained until entry close date). The organizer claims the right to levy a fee for electric power supply and garbage disposal. This will not apply for any self-supply, especially for drivers and technicians. Selling food and drinks inside the servicepark is prohibited. **The Use of liquid gas for cooking and heating is prohibited in the whole service area!**

OSK Race Card

The **OSK Race Card** is an identity card for amateur motorsports-people including a special motorsports-accident-insurance without prior medical checkup (the risk covering “motorsports” is excluded from the Austrian general accident insurance).

<http://www.osk.or.at/?p=/OSK-RaceCard>

Please fill the "RaceCard"-form and send it together with the entry form via e-mail to:

rallye@arboe-rallye.at

The "RaceCard"-fee is included in the entry-fee.



19. / 20. September 2014

ONLINE-Nennung: <http://www.arboe-rallye.at/2014/nennung.html>

oder per e-mail an rallye@arboe-rallye.at senden

BITTE GUT LESBAR IN BLOCKSCHRIFT AUSFÜLLEN / PLEASE FILL IN READABLE & USE CAPITAL LETTERS

Eingangs-Nr.: Receipt No:	NENNFORMULAR / ENTRY FORM	Startnummer: Starting No:
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	<i>Club / Team</i>	<i>Fahrer Driver</i>	<i>Beifahrer Co-driver</i>
Club / Teamname Club /Team name			
Name Surname			
Geburtsdatum / Date of birth			
Nationalität (lt. Reisepass) / Nationality (as passport)			
Adresse / Address			
Telefonnummer Phone number			
e-mail Adresse e-mail adress			
Führerscheinr. Ausstellungsland			
Race Card / Lizenz Nummer Race Card or Licence-No.			
Fahrzeugmarke / Mark			
Type / Model			
Baujahr / Year		FIA-Gruppe / Group	
Polizeiliches Kennzeichen / Registration No.		Zulassungsland Country of registration	
Fahrzeug- gruppeneinteilung	☐ A Original ☐ B Slow. 1	☐ C Slow. 2 ☐ D Modern	☐ V Voraus

Veranstalterwerbung angenommen

ja / yes ☐

Organizers proposed advertising accepted

nein / no ☐

Besonderheiten / Features			
Hotel & Telefonnummer Accommodation & phone No.			
Zu verständigen bei Unfall (Name & Telefonnr.): persons to contact in case of accident (name & tel.no.):	Fahrer / Driver	Beifahrer / Co-driver	
		Unterschrift / Signature	Unterschrift / Signature
Datum / Date		Fahrer / Driver	Beifahrer / Co-driver

Ich nehme den Haftungsausschluss und die Schiedsvereinbarung in dieser Ausschreibung ausdrücklich und zustimmend zur Kenntnis und erkläre mich vollinhaltlich damit einverstanden; ebenso wie mit sämtlichen anderen Punkten dieser Ausschreibung.

I hereby expressly and with consent take note of the non-liability clause and the Arbitration Agreement in this regulation and hereby agree in full with the contents thereof as I do with all the other clauses of these supplementary regulations.

Bitte Race Card Formular für Fahrer und Co. ausfüllen und absenden

Please fill out and submit racecard driver and Co.

Haftungsausschluss

Die Teilnehmer verstehen und kennen alle Risiken und Gefahren des Motorsports und akzeptieren sie völlig. Sollte ein Teilnehmer während einer Veranstaltung verletzt werden, erklärt er durch Abgabe seiner Nennung zu dieser Veranstaltung ausdrücklich, dass er jede medizinische Behandlung, Bergung, Beförderung zum Krankenhaus oder anderen Notfallstellen guthießt. All diese Maßnahmen werden durch vom Veranstalter dafür abgestelltes Personal in bestem Wissen sowie in deren Abschätzung des Zustandes des Teilnehmers ergriffen. Die Teilnehmer verpflichten sich, alle damit verbundenen Kosten zu übernehmen, sofern diese nicht durch die Lizenz-Unfallversicherung bzw. andere Versicherungsverträge abgedeckt sind.

Die Teilnehmer verzichten für sich und ihre Rechtsnachfolger daher auch für jede Versicherungsgesellschaft, mit der sie eventuell zusätzliche Verträge abgeschlossen haben, auf jegliche direkte und indirekte Schadenersatzforderungen gegen die OSK, deren Funktionäre, den Veranstalter bzw. Organisator oder Rennstreckenhalter, sowie jede weitere Person oder Vereinigung, die mit der Veranstaltung zu tun hat (einschließlich aller Funktionäre und für die Veranstaltung Genehmigungen erteilende Behörden oder Organisationen) sowie andere Bewerber und Fahrer, insgesamt "Parteien" genannt.

Die Teilnehmer erklären durch Abgabe ihrer Nennung zu dieser Veranstaltung, dass sie unwiderruflich und bedingungslos auf alle Rechte, Rechtsmittel, Ansprüche, Forderungen, Handlungen und/oder Verfahren verzichten, die von ihnen oder in ihrem Namen gegen die "Parteien" eingesetzt werden könnten. Dies im Zusammenhang mit Verletzungen, Verlusten, Schäden, Kosten und/oder Ausgaben (einschließlich Anwaltskosten), die den Teilnehmern aufgrund eines Zwischenfalls oder Unfalls im Rahmen dieser Veranstaltung erwachsen. Die Teilnehmer erklären durch Abgabe ihrer Nennung zu dieser Veranstaltung unwiderruflich, dass sie auf alle Zeiten die "Parteien" von der Haftung für solche Verluste befreien, entbinden, entlasten, die Parteien schützen und sie schadlos halten.

Die Teilnehmer erklären mit Abgabe ihrer Nennung zu dieser Veranstaltung, dass sie die volle Bedeutung und Auswirkung dieser Erklärungen und Vereinbarungen verstehen, dass sie freien Willens diese Verpflichtungen eingehen und damit auf jedes Klagerecht aufgrund von Schäden gegen die "Parteien" unwiderruflich verzichten, soweit dies nach der österreichischen Rechtslage zulässig ist. Die Teilnehmer verzichten für sich und ihre Rechtsnachfolger jedenfalls gegenüber den "Parteien", daher insbesondere gegenüber der OSK, deren Funktionären, dem Veranstalter, Organisator oder Rennstreckenbetreibern, bzw. gegenüber der für diese Veranstaltung Genehmigungen ausstellenden Behörden oder Organisationen auf sämtliche Ansprüche betreffend Schäden welcher Art auch immer die mit dem typischen Sportrisiko verbunden sind, insbesondere auf alle typischen und vorhersehbare Schäden. Dies auch für den Fall leichter Fahrlässigkeit der „Parteien“.

Schiedsvereinbarung

- a) Alle Streitigkeiten zwischen den Teilnehmern und der OSK bzw. deren Funktionären, sowie dem Veranstalter und Organisator, sowie zwischen der OSK bzw. deren Funktionären mit dem Veranstalter oder Organisator aus Schadensfällen (Personen-, Sach-, oder Vermögensschäden) im Zusammenhang mit dieser Motorsportveranstaltung, Trainings oder Rennen sind unter Ausschluss der ordentlichen Gerichte endgültig durch ein Schiedsgericht zu entscheiden.
- b) Das Schiedsgericht besteht aus drei Schiedsrichtern, nämlich dem Obmann und zwei Beisitzern. Der Obmann muss Rechtsanwalt oder ehemaliger Richter und in Haftungsfragen im Zusammenhang mit dem Motorsport erfahren sein.
- c) Jede Partei ernennt binnen zwei Wochen ab Bekanntgabe der Absicht einen Schiedsstreit zu beginnen einen Beisitzer. Wird der Streit von mehreren Klägern anhängig gemacht oder richtet er sich gegen mehrere Beklagte, erfolgt die Benennung des Schiedsrichters im Einvernehmen zwischen den Streitgenossen. Die Beisitzer wählen den Obmann. Können sie sich über die Person des Obmannes nicht binnen zwei Wochen einigen, so ist der Obmann auf Antrag eines Beisitzers unter Bedachtnahme auf Punkt b) vom Präsidenten der Rechtsanwaltskammer Wien zu ernennen. Die Beisitzer können den so ernannten Obmann aber jederzeit einvernehmlich durch einen anderen ersetzen.
- d) Ernennet eine Partei nicht binnen zwei Wochen nach Erhalt der schriftlichen Aufforderung der Gegenseite seinen Beisitzer, oder können sich mehrere Streitgenossen binnen dieser Frist nicht auf einen Beisitzer einigen, so ist der Beisitzer auf Antrag der anderen Partei vom Präsidenten der Rechtsanwaltskammer Wien zu ernennen. Gleiches gilt wenn ein Beisitzer aus dem Amt ausscheidet und binnen zwei Wochen die betroffene Partei keinen Nachfolger bestimmt.
- e) Wenn ein Schiedsrichter das Amt nicht annimmt, die Ausübung verweigert oder ungebührlich verzögert oder handlungsunfähig wird, gelten für die Ersatznennung das Vorhergesagte sinngemäß. Zugleich ist der betroffenen Schiedsrichter abzuberufen.
- f) Das Schiedsgericht gestaltet sein Verfahren unter Bedachtnahme auf die subsidiären gesetzlichen Bestimmungen grundsätzlich frei. Das Schiedsgericht tagt in Wien. Das Schiedsgericht kann die von ihm zur Klärung des Sachverhaltes erforderlich gehaltenen Umstände auch ohne Antrag ermitteln und Beweise aufnehmen.
- g) Das Schiedsgericht entscheidet mit einfacher Mehrheit. Der Schiedsspruch ist eingehend zu begründen. Das Schiedsgericht entscheidet auch über die Kostentragung sowohl der Kosten des Schiedsverfahrens als auch der anwaltlichen Vertretung. Die Schiedsrichter sind nach den Bestimmungen des österreichischen Rechtsanwaltsstarifs zu entlohnen.
- h) Das Schiedsgericht ist unter Ausschluss der ordentlichen Gerichte auch berechtigt, einstweilige Verfügungen zu erlassen, sofern vorher dem Gegner Gelegenheit zur Äußerung gegeben wurde. Eine einstweilige Verfügung kann über Antrag bei wesentlicher Änderung der Umstände auch aufgehoben werden.
- i) Die Sportgerichtsbarkeit bleibt von dieser Schiedsvereinbarung unberührt.

Non-liability Clause

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personnel appointed specifically for this purpose by the promoter, to the best of the personnel's knowledge and following their assessment of the participant's condition. The participants undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies.

The participants hereby waive all direct and indirect claims for compensation from OSK, its officials, the promoter and/or organiser or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers/riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies.

In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and/or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of the present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably waive all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successors all claims against "the parties", therefore in particular against the OSK, its officials, the promoter and/or organiser or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

Arbitration Agreement

- a) Any dispute arising between the participants and the OSK or its officials, and the promoter and/or organiser, and between the OSK or its officials and the promoter and/or organiser, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor-racing event, training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.
- b) The arbitration tribunal shall consist of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c) Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire. Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the President of the Vienna Chamber of Lawyers upon application by an assessor, with due regard to clause b). The assessors shall however be free at any time to replace the umpire appointed in this way by another umpire by mutual agreement.
- d) Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.
- e) Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply accordingly for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.
- f) The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances which it deems necessary to clarify the facts of the case, and take evidence.
- g) The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reasons for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.
- h) The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may also be lifted upon petition in the event of a significant change in circumstances.
- i) Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.

