

Austrian Rallye Legends 2017

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Supplementary Regulations



AMF Race Card – Event

1) General

Austrian Rallye Legends is an event for historic rallycars. It is an AMF Race Card Event and therefore will be held according to the valid AMF (AMF = Austrian Motorsports Federation) guidelines and the guidelines stated here in the supplementary regulations. The organiser reserves the right to delay or cancel the event. The organiser does not have to fulfil his obligations in case of force majeure.

2) Officials

- 2.1 Organisers:** ARBÖ Admont / MSC Rosenau
- 2.2 Address and Contact:** Ennsweg 123, 8911 Admont, AUSTRIA
Tel.: +43 660 656 0003
Fax: +43 316 2311 23 3335
Email: rallye@arboe-rallye.at
- 2.3 Organising team:** Bidlas Claudia, Baden
Gutternigg Kurt, Admont
Gutternigg Martin, Admont
Sulzbacher Thomas, Edlbach
- 2.4 Officials:**
Clerk of the course: Payrich Folkrad, Vienna
Deputy clerks of the course: Sulzbacher Thomas, Edlbach
Gutternigg Martin, Admont
- Technical Scrutineering: Leroch Reinhard (AMF), Oeynhausen
Sax Robert (AMF), Wien
Winter Gerald (ARBÖ), Lainbach
- Chief Safety officer: Thierer Andreas, Wien
- Press officer: Michael Noir Trawniczek, Maria Anzbach
- Chief medical officer: Dr. Zotter Dietmar, LKH Fürstenfeld
- Medical operational command: Magritzer Wilhelm – Medical Security Staff
- Competitor relations officer: Jäger Bernhard, Ruppertsburg (GER)
- Fanmile Admont: Weissensteiner Gernot, Admont
- 2.5 Rally HQ:**
Place: Admont Volkshaus
Opening times: see Point 3 (Programme)
- 2.6 Official notice board:**
Place: Admont Volkshaus



2.7 Accomodation office:



Alpenregion Nationalpark Gesäuse
Hauptstraße 35, 8911 Admont, AUSTRIA
Tel.: +43 3613 2116010
Fax: +43 3613 2116040
e-mail: info@gesaeuse.at



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

3) Programme

	Place	Date	Time
Publication of Supplementary Regulations	www.arboe-rallye.at	01.02.2017	00:00
Closing date for entries	www.arboe-rallye.at	01.08.2017	24:00
Publication of entry list and distribution of entry confirmations	www.arboe-rallye.at	01.09.2017	22:00
Rally HQ	Admont Volkshaus	14.09.2017 15.09.2017 16.09.2017	09:30-18:00 08:00-20:00 08:00-19:00
ROAD-BOOK issuing Administrative checks (from 15.9.2016)	Admont Volkshaus	09.09.2017 14.09.2017 15.09.2017	09:30-11:00 09:30-17:00 08:00-09:00
Press center	Admont Volkshaus Spital am Pyhrn Admont Volkshaus	14.09.2017 15.09.2017 16.09.2017	15:00-17:00 11:00-19:00 8:00-19:00
Reconnaissance		09.09.2017 14.09.2017 15.09.2017	10:00-18:00 09:00-18:00 08:00-10:00
Technical Scrutineering	Admont Bauhof Spital am Pyhrn	14.09.2017 15.09.2017	18:00-20:30 12:00-12:30
Start Ceremony	Admont Rathausplatz	14.09.2016	18:30-21:00
Complusory Drivers' briefing	Admont	15.09.2016	19:30
Opening times of the service parks	Spital am Pyhrn Spital am Pyhrn Admont	14.09.2017 15.09.2017 16.09.2017	16:00-20:00 08:00-20:00 07:30-20:00
Fanmile opening times	Admont Hauptstraße	16.09.2016	08:00-20:00
Start Leg 1 - 1. Car	Spital am Pyhrn	15.09.2016	14:00
Finish Leg 1 - 1. Car	Spital am Pyhrn	15.09.2016	18:00
Start Leg 2 - 1. Car	Admont	16.09.2016	08:30
Finish of the event – 1. Car	Admont	16.09.2016	18:00



4) Event description

- 4.1. Demonstration drive of historic rally cars on closed roads without timing
- 4.2. The event is not set up to achieve maximum speed or best times
- 4.3. Overall length: approx. 420 kilometers with 120 kilometers of stages
- 4.4. The route of the rally and the time controls are determined by the road book and the control cards.

5) Allowed vehicles and groups

5.1. Vehicle groups

- A** Historic rally cars according to the regulations of Slowly Sideways
- B** Historic rally cars built before 1992
- C** Rally cars of historical interest

- 5.2. Rating of the rally cars in group C will be done by the organising team.
- 5.3. The cars must be allowed to drive in road traffic throughout the whole rally and have to comply with the road traffic regulations in all points. The organisers do not take any responsibility or warranty for participation in case of any complaints by the police or other authorities.

6) Safety equipment

- 6.1. The participants have to know about possible corrosion or aging of parts of their vehicles and know about the consequences. They have to take measures to keep safety as high as possible while keeping in mind the original specifications. The complete safety equipment for driver and co-driver according to points 6.1.1 until 6.1.10 must be shown at the Technical Scrutineering. Participants, who do not fulfil the minimum requirements according safety equipment, will not be allowed to start or will be excluded from the rally. Officials of the event are empowered to check the safety equipment randomly also during the rally.

6.1.1 Roll-Over-Protection-System (ROPS)

A suitable Roll-Over-Protection-System, which provides proper safety for driver and co-driver in case of an accident, is compulsory. Cars, which were equipped with a ROPS in their original specification, must be equipped with a ROPS, which matches at least the specification of the rally cars used in competition at their time.

As an additional safety component flank safety struts on both sides are recommended.

Exceptions are made for cars, for which only a roll bar is required according to their Historic Technical Passport (HTP). In this case, the Historic Technical Passport must be provided at the Technical Scrutineering.

In the areas, where the bodies of driver or co-driver may come into contact with the ROPS, a hardly flammable padding must be attached. This is also valid for areas, where the helmet of driver or co-driver may come into contact with the ROPS.

6.1.2 Seats and seat consoles

Fully functional shell seats are compulsory.

The mounting of the seats and seat consoles must be in a reliable state and without any technical flaws. Seats and seat consoles are checked at the Technical Scrutineering.

6.1.3 Seatbelts

Fully functional 6-point seatbelts homologated by the FIA are compulsory. Exceptions are made for 4-point seatbelts only when they are FIA-homologated and match the FIA standards 8854/98 or 8853/98.

The seatbelts must not be older than 10 years. Their date of production must be stated on a label at the seatbelts.

The seatbelt system must be compatible with the construction of the seats.

The seatbelt mountings must not be welded.

Carrying seatbelt knives is recommended.

Usage of the head-and-neck-system (HANS) is recommended.

6.1.4 Fire extinguisher

A fire extinguisher of at least 2kg must be carried in the car throughout the event and has to be fixed in the passenger compartment with two quick-release locks.

The fire extinguisher must be easily accessible for the crew.

The date of the last check must not be older than 2 years.

6.1.5 Battery, battery poles

The battery poles must be protected against the risk of a short circuit with proper covers.

6.1.6 Helmets and under-helmet mask

Driver and co-driver are obliged to wear a helmet according to the valid FIA standard on the stages. Helmets according to ECE standards are not allowed. Below the helmet the crew must wear a not-flammable under-helmet mask.

6.1.7 Race suit

Driver and co-driver are obliged to wear a race suit homologated by the FIA on shakedown and the stages. The suits must not be older than 10 years and their date of production must be stated on a label embroidered on the outside of the collar.

6.1.8 Underwear

Non-flammable long underwear for driver and co-driver is recommended. Please note, that wearing personal synthetic underwear (undershirt, slip, bra) eliminates the effect of the non-flammable clothing and therefore may cause severe burning of the skin.

6.1.9 Shoes and socks

Non-flammable shoes and socks for driver and co-driver are recommended.

6.1.10 Gloves

Non-flammable gloves for the driver are recommended.

6.1.11 Codrivers and Guest-Codrivers

All these guidelines are also valid for guest-codrivers! The participant (driver) must make sure that the necessary safety equipment is ready and used by the codriver.

7) Administrative Scrutineering

7.1. At the administrative scrutineering the crew has to show the following documents:

- Valid drivers' license
- License/Certificate of the car
- Insurance certificate
- Declaration of consent of the vehicle owner
- Completely filled out entry form
- Confirmation for payment of the entry fee

At the administrative scrutineering the participants receive all necessary information and documents for participation: Rally stickers, Starting number stickers, Itinerary, Roadbook, Advertising stickers and the start card.

It is every crews' personal responsibility to show up in time at scrutineering!

8) Technical Scrutineering

- 8.1. Place, Date and Time:** see Art. 3) Programme
Every participating car must be presented at technical scrutineering. A detailed itinerary for technical scrutineering will be sent with the entry confirmation and will be shown at administrative scrutineering.

9) Driver and Co-Driver

- 9.1.** Drivers, co-drivers and all guest-codriver need an AMF Race Card for insurance reasons. The AMF Race Card will be issued at the administrative scrutineering. Therefore please fill out the Race Card form together with the entry form for both driver and co-driver. The fee for the Race Card is included in the entry fee. Participants with a valid AMF license do not need a Race Card.
- 9.2** The driver must be in possession of a valid driving license. Co-drivers, who are not in possession of a valid driving license must not drive the car in any case (this applies also for closed roads).

10) Entry and entry fee

- 10.1** entries must be sent to:
ARBÖ Admont
Ennsweg 123
8911 Admont
AUSTRIA

Entries can be made via the online entry system at <http://www.arboe-rallye.at/2017/nennung.html>, sent by e-mail to rallye@arboe-rallye.at or by mail to the address above.

10.2 Entry fee

for entry with organisers advertisement: € 480,--
for entry without organisers advertisement: € 800,--

The fee for the AMF Race Card (€ 21,- per person) for driver and codriver is included in the entry fee. The entry fee must have arrived at the account below by 01.08.2017, otherwise the entry cannot be accepted.

10.3 Payment

The entry fee must be sent to one of the following accounts:

Account holder: ARBÖ Admont Motorsport

Designated use: Nenngeld Austrian Rallye Legends + name of the participant

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

10.4 Refund of the entry fee

The entry fee will be refunded fully

- to teams, whose entry was not accepted
- when the event does not take place

The organisers can refund 50% of their entry fee to teams, who cannot participate due to force majeure.

10.5 Maximum number of participants: 130

11) Car identification and advertisement

A detailed plan for identification and advertisement on the cars will be provided with entry confirmation.

12) Insurance

The organisers provide the following insurances:

12.1 Group accident insurance:

Valid for all people taking part at the event (especially officials) and co-drivers (rallies) and holder of foreign driver's licences, in the case that they are not yet insured at a foreign or domestic insurance company with a valid insurance for the following coverages:

- Permanent disability € 12.000,--
- Medical treatment € 10.000,--
- Costs for rescue and return (incl. Helicopters) € 5.000,--

12.2 Organiser's third party liability insurance:

The insurance with the AMF Race Card covers:

- 5.000.000,-- € for personal injury
- 5.000.000,-- € for physical/material damage
- 5.000.000,-- € for property loss

A third party liability insurance is compulsory for all participating vehicles and has to be made by the holder of the vehicle. This insurance must cover those parts of the rally route which pass along public roads (acc. Austrian traffic law). This third party liability insurance must be shown at the administrative scrutineering. Service cars, cars dedicated to reconnaissance rides and auxiliary vehicles with special labels of the organiser are **not** covered by the organiser's insurance.

12.3 Participants accident insurance AMF-RACE-CARD

The AMF Race Card is an identification document for occasional participants in motorsports in Austria with a specially developed motorsports accident insurance – without any medical pre-examination.

Information about AMF Race Card

<http://www.austria-motorsport.at/racecard>

<http://www.austria-motorsport.at/media/1068/racecard-antrag-2017.pdf>

Please fill out Race Card form and send it with the entry form to rallye@arboe-rallye.at

The fee for the Race Card is included in the entry fee.

13) Reconnaissance

- 13.1 The stages are only allowed to be reced at the fixed times stated in the supplementary regulations and are being monitored by police and officials. The Austrian traffic law applies during reconnaissance.
- 13.2 On some separately marked sections of the route only a maximum speed of **30 km/h** is allowed during reconnaissance. On all other parts of the stages a maximum speed of **60 km/h** is allowed.
- 12.4 The participants are not obliged to do reconnaissance.
- 12.5 Every violation to the reconnaissance regulations leads to excluding from the event.

14) Service Park

14.1 Behaviour in the Service Park

Only competition cars and service vehicles with affixed service plates („Service“) of the organiser are allowed to go into the service area. Damages of the surface of the service park have to be avoided. Nails, screws or other material for fixing on the surface of Service Park are not allowed. For damages at the service area assigned to the crew, the crew is liable. Austrian environmental rules apply. Especially and in addition crews have to apply to following:

- Crews are obliged to put a plastic ground sheet 5m x 2m (e.g. environmentally compatible base) under the competition car as long as service works are carried out.
- No sustainable and avoidable damages shall be caused because of service works.
- After the rally the service park must handed over in tide condition. The crews are responsible for the removal of their waste and sewage.
- Unreasonable or mischievous behaviour of teams or acting against the aim of environmental protection harms the image of motorsport and will be punished, even if there are no detailed regulations mentioned.
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14.2 Catering in the Service park

Should a team or company plan a free catering for guests in the service park, this has to be arranged between the initiators and the organiser at the latest until the closing date of entries, otherwise the catering will be prohibited by the organiser. The organiser could levy an expense loading for electrical power supply and garbage disposal. Only catering for the team, especially for drivers and mechanics, is allowed. The sale of food and beverages at the service park is generally prohibited.

Use of LPG is prohibited within the whole service park!



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 AMF, 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 AMF, 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

- Alle Streitigkeiten zwischen den Teilnehmern und der AMF bzw. deren Funktionären, sowie dem Veranstalter und Organisator, sowie zwischen der AMF 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.
- 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.
- 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 Streitigen. 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.
- Ernennt eine Partei nicht binnen zwei Wochen nach Erhalt der schriftlichen Aufforderung der Gegenseite seinen Beisitzer, oder können sich mehrere Streitigen 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.
- 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 abzuverufen.
- 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.
- 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.
- 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.
- 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 AMF, 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 AMF, 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

- Any dispute arising between the participants and the AMF or its officials, and the promoter and/or organiser, and between the AMF 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.