

# **International Reciprocal Agreement on Mountain Huts**

## Art. 1 Purpose of the agreement

- <sup>1</sup> The purpose of this agreement is to further mountaineering internationally by granting members of the participating associations standard reciprocal rights to mountain huts in the Alps, Pyrenees, Sierra Nevada, Picos de Europa and Apennines according to the principle of reciprocity.
- <sup>2</sup> Reciprocal rights stipulate that each member of the contracting parties has the same rights and responsibilities to a hut owned by one of the participating associations as a member of the said hutowning association. This applies to every hut belonging to the signatory associations. In particular, each mountain hut user pays the same rate for an overnight stay as a member of the reciprocating association.

### Art. 2 Participating associations

<sup>1</sup> The founding associations, other hut-owning associations and non-hut-owning associations participate in the International Reciprocal Agreement on Mountain Huts.

# <sup>2</sup> Founding associations are:

- Deutscher Alpenverein DAV
- Fédération Française des Clubs Alpins et de Montagne FFCAM
- Österreichischer Alpenverein OeAV
- > Federacion Espanola de Deportes de Montana y Escalada FEDME
- Club Alpino Italiano CAI
- > Schweizer Alpen-Club SAC

### <sup>3</sup>Other hut-owning associations are:

- > Alpenverein Südtirol AVS
- Federazione Alpinistica Ticinese FAT
- Liechtensteiner Alpenverein LAV
- Planinska sveza Slovenije PZS
- Vereinigung der akademischen Alpenclubs der Schweiz VAAC

- Club Alpin Belge CAB
- Groupe Alpin Luxembourgeois GAL
- Nederlandse Klim- en Bergsport Verenigung NKBV

#### Art. 3 Reciprocity stamps

- <sup>1</sup> Each individual member must prove the right to claim reciprocity by holding a valid membership card of the participating association issued in his/her name and bearing a printed or affixed reciprocity stamp. The membership card or reciprocity stamp must without fail bear the Reciprocal Agreement logo and year.
- <sup>2</sup> All participating associations are obliged to acquire reciprocity for all their members and thus to print reciprocity stamps in membership cards.
- <sup>3</sup> All UIAA member associations are entitled to obtain individual stamps for their members from the Reciprocal Agreement Secretariat.

<sup>&</sup>lt;sup>4</sup> Non hut-owning associations are:



- <sup>4</sup> Other mountaineering associations which are not UIAA members can submit an application to purchase individual stamps for their members to the meeting of the participating associations. The meeting decides after a response has been obtained from the national UIAA association.
- <sup>5</sup> The Reciprocal Agreement Secretariat has the sole right to print and issue individual stamps. The stamps will be delivered to the associations upon receipt of payment. Unused stamps may be exchanged for stamps valid the following year.
- <sup>6</sup> The scale of fees, which fixes the level of fees for hut-owning and non-hut-owning associations as well as the fee for individual stamps, will be determined at the AGM of the participating associations.

#### Art. 5 Hut Fund

- <sup>1</sup> The participating associations establish a mutual Hut Fund into which fees are paid in accordance with Art. 3.
- <sup>2</sup> The fund assets are accrued from the revenue. The respective fixed costs of the Reciprocal Agreement Secretariat are deducted from this amount. The remaining amount is divided between the hut-owning associations according to their revised number of beds, in order to balance the costs arising from investments and hut maintenance.
- <sup>3</sup> In as much as, in accordance with the calculations of the Reciprocal Agreement Secretariat, the amount owed by an association member for payment of fees exceeds the entitlement in accordance with Art. 5 Clause 5, the Reciprocal Agreement Secretariat is to request the difference from the participating association, with provision of figures, by 31 October at the latest. The outstanding amount is to be paid to the Reciprocal Agreement Secretariat by 30 November at the latest.
- <sup>4</sup> If remuneration surplus results from the calculations of the Reciprocal Agreement Secretariat, then the Reciprocal Agreement Secretariat must transfer this to the participating association by 31 December.
- <sup>5</sup> The hut-owning associations are obliged to use the income from the fund solely for their mountain huts.

#### Art. 5 Huts/Sleeping places

- <sup>1</sup> In order to calculate the number of sleeping places in the Reciprocal Agreement, huts must fulfil each of the following criteria:
- the hut must be located in an isolated position in the mountains;
- the hut must be open to all hut visitors:
- the hut must be located at an altitude above 1500 metres:
- the hut must not be served by a public road or cableway during the high season;
- access to the hut must require at least a one-hour hike.
- <sup>2</sup> Huts above 1500 metres that can be reached within less than an hour's hike from a car park or cableway station are regarded as extraordinary huts.
- <sup>3</sup> Permanent bivouacs are considered equivalent to huts when they
- have no warden;
- are located at a minimum altitude of 2500 metres;



have a minimum of eight permanent sleeping places with mattresses or suitable protective underlay.

<sup>&</sup>lt;sup>4</sup> The proceeds of the Hut Fund will be distributed on the basis of permanent sleeping places available to visitors, whereby the following coefficients will be used:

>	0.5	for extraordinary huts (i.e. huts over 1500 metres altitude, which can be reached within less than an hour's hike from a car park or cableway station);
>	1.0	for huts between 1500 and 2000 metres altitude
> >	1,5 2.0	for huts between 2001 and 2500 metres altitude for huts between 2501 and 3000 metres altitude

 <sup>2.5</sup> for huts between 3001 and 3500 metres altitude
3.0 for huts above 3500 metres altitude

#### Art. 6 Organs

<sup>1</sup> The participating associations hold an AGM at which all ordinary questions on the Reciprocal Agreement are discussed. The meeting usually takes place within the framework of the general meeting of the Club Arc Alpin CAA and at its venue.

<sup>&</sup>lt;sup>5</sup> The determined number of beds for each altitude is calculated by multiplying the number of sleeping places by the respective altitude coefficient.

<sup>&</sup>lt;sup>2</sup> All participating associations receive an invitation to the annual general meeting. The official delegates of the participating associations have voting rights.

<sup>&</sup>lt;sup>3</sup> Each participating association has one vote. Decisions will be made by a simple majority of the votes present, whereby a decision shall only be valid if it finds the approval of a majority of the founding associations present. This notwithstanding, resolutions concerning the agreement require the approval of the founding associations present as well as a two-thirds majority of the associations present. In the event of a tie, the chairman of the meeting will cast the deciding vote.

<sup>&</sup>lt;sup>4</sup> In particular, the meeting will make decisions on income and expenditure of joint hut funds, the level of contributions, possible fines as well as the exclusion of an association.

<sup>&</sup>lt;sup>5</sup> The meeting will be conducted by the chairperson. The chairperson will be elected by the meeting for a period of three years. One second term of office is permitted. The chairperson must belong to a founding association and represents this association at the meeting.

<sup>&</sup>lt;sup>6</sup> The Invitation to the AGM is issued in writing by the chairperson at least four weeks before the date of the meeting together with the agenda and relevant documentation, in particular the annual financial statement and auditor's report. Requests for inclusion of agenda items must be forwarded to the Reciprocal Agreement Secretariat at least six weeks before the date of the meeting.

<sup>&</sup>lt;sup>7</sup> Minutes of the meeting are to be taken. These are to be signed by the chairperson and copies sent to all participating associations.

<sup>&</sup>lt;sup>8</sup> English is the language of negotiation and recording of minutes. Each participating association is responsible for any further translations that may be necessary.

<sup>&</sup>lt;sup>9</sup> The chairperson will be assisted by the Reciprocal Agreement Secretariat. The Reciprocal Agreement Secretariat is managed by the Swiss Alpine Club. For its services, the Swiss Alpine Club receives



monetary compensation, the level of which is determined by the AGM. This sum is due for payment at the beginning of the calendar year following the accounting period and will be deducted in advance from the income of the financial year.

- <sup>10</sup> The Reciprocal Agreement Secretariat specifically manages the hut funds in an administrative and financial context, attends to the sale and distribution of individual stamps and prepares the annual accounts. Accounting is carried out in euros.
- <sup>11</sup> The participating associations elect a founding association for a three-year term, charged with monitoring compliance with this agreement and supervising the activities of the chairperson and the Reciprocal Agreement Secretariat. Re-election is not permitted. This controlling body must in particular check the accuracy of the annual accounts.
- <sup>12</sup> The Swiss Alpine Club may not act as the controlling body. The participating associations are obliged to deliver all requested information to the controlling body by a specific time.

#### Art. 7 Declaration

- <sup>1</sup> To allow calculation of reimbursement and charges, the participating associations and admitted associations must directly announce the Reciprocal Agreement Secretariat the number of members over 18 years of age by 31 March of each year at the latest. While other associations must provide this information to the Reciprocal Agreement Secretariat via the respective authorized association. This declaration must be signed by the properly authorized persons. For claims to a share of the proceeds in keeping with Art. 5 Clause 5, associations must also provide individual information on each hut regarding the exact number of sleeping places and details of altitude until 31 March. The basis here is the maximum number of members and sleeping places of the preceding year serve as the basis here.
- <sup>2</sup> Should an association provide the General Secretariat with obviously incorrect member numbers, the meeting, acting on a proposal by the chairperson, may at any time adapt these figures to their own estimate. In the event of recurrence, the meeting may at any time decide to exclude the respective association from the distribution of revenue in accordance with Art. 5 Clause 5.
- <sup>3</sup> Should an association provide the Secretariat with false member numbers that can be proven to be wrong, the meeting may invoice this association retrospectively the settlement for the two preceding accounting periods.
- <sup>4</sup> Associations that do not fulfil the obligations may be excluded from the Reciprocal Agreement at the decision of the meeting.

### Art. 8 Fines

- <sup>1</sup> Should data, documents and information not be delivered to the Secretariat by 31 March of the year following the year under account, the meeting can impose a maximum fine of 2000 euros. The fine will benefit the Hut Fund. The date of the postmark is the exclusive decisive factor in determining late arrival.
- <sup>2</sup> Should a fine imposed by the meeting on the defaulting participating association remain outstanding, and following one reminder with non-payment of arrears by the given deadline, the meeting may declare the said association to be excluded from the Reciprocal Agreement. This decision may be taken by circular and is subject to a simple majority.

#### Art. 9 Bilateral agreements of the contracting parties

If a participating association wishes to conclude a regional, bilateral reciprocal agreement, it must submit a corresponding application to the AGM for approval. Providing that the proposed bilateral agreement



does not conflict with the agreement as laid down here, the meeting will not refuse approval without reasonable grounds.

# Art. 10 Translation/Priority

- <sup>1</sup> The Reciprocal Agreement is to be translated into the languages of the founding associations and other hut-owning associations.
- <sup>2</sup> The English version of this agreement is binding in the event of any dispute between the individual language versions.

## Art. 11 Duration of the agreement

- <sup>1</sup> This Reciprocal Agreement comes into force as per decision taken by the meeting, replaces all previous Agreements and is valid for an indefinite period.
- <sup>2</sup> Every association has the right to cancel the Reciprocal Agreement at the end of a calendar year, with at least six months previous notice, i.e. in writing by 31 July, to the Reciprocal Agreement Secretariat. Financial dues for the current year of membership are to be paid to the Reciprocal Agreement Secretariat in the following year.

# Art. 12 Place of jurisdiction

<sup>1</sup> This Reciprocal Agreement is subject to Swiss law.

<sup>2</sup> Within a country, the place of jurisdiction is the official domicile of the respective contractual partner.

Poschiavo (Switzerland), 7 September 2012