GENERAL TERMS AND CONDITIONS OF TRADE OF SALZBURG SKI & SNOWBOARDING SCHOOLS

1. General and scope of these GTCT:

Unless explicitly agreed to the contrary these general terms and conditions of trade (hereafter GTCT) in the respective current version apply exclusively for all legal transactions, contractual relationships and legal relationships formed or established between the ski & snowboarding school in the state of Salzburg (hereafter the Ski & Snowboarding School) and its contractual partner (hereafter the Customer) as contractual partners. Conflicting terms and conditions of trade of the Customer have no effect on the legal relationships with the Ski & Snowboarding School.

The object of the Ski & Snowboarding School is the operation of snow sports schools in accordance with the Salzburg ski and snowboarding schools act. In this context these GTCT therefore apply for all services provided or arranged by the Ski & Snowboarding School for the Customer and/or other people for whom the customer has entered into legal relationships with the Ski & Snowboarding School (associated people as long as provisions in these GTCT also apply to them, hereafter Customer or Course Participant).

Services in the area of skiing and snow sports specifically include:

- Delivering (individual or group) lessons in the skills and knowledge of snow sports (with no guarantee of a specific training success) and in the skills and knowledge of running and supporting snow sports including skiing and snowboarding as well as cross-country skiing and snowshoeing and similar;
- The provision or arrangement of ski or snowboarding equipment (snow sports equipment) by the Ski & Snowboarding School on request by the Customer as part of or to facilitate the lessons (ski or snowboard hire or hire of all or part of the ski or snowboarding equipment – hire or hire services for short) whereby the Ski & Snowboarding School is entitled to employ subcontractors (ski or snowboard hire providers) for the provision or arrangement of snow sports equipment;
- The related activities such as any childcare services and associated services (e.g. catering for children).

2. Offers from the Ski & Snowboarding School, bookings / Customer offer, contract formation, price enquiries and prices:

2.1. All offers from the Ski & Snowboarding School are always subject to alteration.

2.2. Bookings for individual and group courses and for hire may be made by the Customer in person on site or via the internet, fax or telephone. Bookings or declarations of the Customer to an employee of the Ski & Snowboarding School establish no obligation to form a contract but rather represent a binding Customer offer which may be accepted by the Ski & Snowboarding School.
The Ski & Snowboarding School is not obliged to inform the Customer of non-acceptance of the offer or of rejection of online bookings. If the Customer offer is not confirmed within a period of

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two weeks from receipt, then the Customer offer is respectively deemed not to have been accepted.
The scope of the contractual service is governed exclusively by the written booking confirmation or the issued payment receipt or course ticket from the Ski & Snowboarding School. Ancillary oral or telephone agreements apply only in the case of explicit written confirmation by the Ski & Snowboarding School.

2.3. A contract may be formed between the Ski & Snowboarding School and the Customer either electronically (submission of an offer by the customer by means of online form and subsequent acceptance by written booking confirmation on the part of the Ski & Snowboarding School) or on the business premises of the Ski & Snowboarding School (contract formation by issue of a payment receipt to the Customer).
A contractual relationship between the Ski & Snowboarding School and the Customer is formed only by submission of the booking confirmation or issue of the payment receipt.
The booking confirmation and/or payment receipt serve(s) as proof for use of the booked service and must be presented to the respective instructor at the start of the course.

The Ski & Snowboarding School offers services that are provided in connection with recreational activities and for which a specific time or period is contractually agreed. No right of cancellation therefore exists in the case of contract formation via telephone, internet or e-mail.

2.4. All price information in price lists of the Ski & Snowboarding School, price lists on the internet, in brochures, advertisements or other information media or online price enquiries is provided without guarantee and is non-binding for the Ski & Snowboarding School. No liability is assumed for any printing errors. The Ski & Snowboarding School reserves the right to make changes at any time.

2.5. All prices listed by the Ski & Snowboarding Schools are in EURO (€) and inclusive of any statutory value added tax unless otherwise agreed.

3. Terms and conditions of payment:

3.1. Fees for lift passes (ski passes) or ski equipment (hire) are not included in the course fees. These must be acquired and brought by the Customer at own expense.
If the Ski & Snowboarding School offers the hire of snow sports equipment, then an additional fee may be incurred for this.

3.2. The entitlement of the Ski & Snowboarding School to a fee from the Customer arises on formation of the contract. Payment of the contractual fee becomes due at this time.

3.3. In all cases the course fees and costs of additional services (e.g. hire) and therefore the contractual fee must be paid by the Customer and the amount must be received by the Ski & Snowboarding School at least before the start of the course otherwise the Customer is not entitled to use services of the Ski & Snowboarding School.

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In all cases the course ticket (voucher) is issued only after receipt of payment in full by the Ski & Snowboarding School. Participation in the lessons is not possible without a course ticket.

3.4. If no other written agreements have been made then an advance payment amounting to at least 50% of the invoice total must be made by the Customer immediately on receipt of the written order confirmation for contracts that have been formed via internet, fax or other telecommunication medium and that concern the individual and group courses and hire services.
This advance payment must arrive in the account of the Ski & Snowboarding School three working days before the start of the service provision.
The remaining balance must be paid and be received by the Ski & Snowboarding School before the start of the service provision and therefore before the start of the course in all cases.

For contracts formed at the place of performance the fee for the service to be provided must be paid in cash or using ordinary electronic means of payment before the start of the course at the office of the Ski & Snowboarding School.

If agreed in writing explicitly and in the individual case with the Ski & Snowboarding School the total sum of the course fees may also be paid in cash immediately before the start of the service directly to the ski instructor or to a person from the Ski & Snowboarding School who is authorised to receive payment of the course fees.

3.5. All charges – especially bank charges – associated with the payment for the services booked with the Ski & Snowboarding School shall be borne exclusively by the Customer.

3.6. Default of payment occurs without further notification from the ski & snowboardingschool. In the event of default of payment, the Ski & Snowboarding School is entitled to charge the Customer statutory default interest and all additional costs and expenses incurred and especially collection or legal fees. In the case of outstanding receivables the ski & snowboardingschool may credit payments made by the Customer to the outstanding receivables of the same as desired regardless of any allocation by the Customer. In the case of non-payment of a receivable all other receivables from the Customer are payable immediately.

4. Online offers and online bookings:

All services from the Ski & Snowboarding School that are provided on the basis of online enquiries and orders by means of the internet or other online services are also subject to these GTCT.

4.1. Content of the online offer:

The Ski & Snowboarding School (hereafter referred to as the “Author” for short) provides absolutely no guarantee of the currency, correctness, completeness or quality of the information provided.
Liability claims against the Author that concern any type of damage of a material or non-material nature which have been caused by use or non-use of the information presented or by the use of incorrect and incomplete information are fundamentally excluded other than in the case of proven serious fault on the part of the Author.

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All offers are subject to alteration and non-binding. The Author explicitly reserves the right to modify, add to or delete parts of the website or the entire offer without separate notification or temporarily or permanently to discontinue publication.

4.2. References, links:

The Author fundamentally has no liability whatsoever in the case of direct or indirect references to identifiably external websites ("links", "hyperlinks", "deep links") that lie outside the area of responsibility of the Author unless the same is proven to have been aware of unlawful content of the websites concerned or of breaches of copyright before the respective linking and has grossly negligently neglected to prevent or prohibit use by third parties in the case of unlawful content after actually becoming aware of such provided that it would have been technically possible and reasonable for the Author to have done so.

The Author explicitly declares that at the time of linking no unlawful content was apparent and known on the websites to be linked. The Author has absolutely no possibility of influencing the current and future design, content or authorship of the linked or connected websites. The Author is hereby explicitly dissociated from all content of all linked or connected websites that has been modified after linking or setting of the link. This applies to all links and references set within the internal internet provision as well as for all external entries in guest books, discussion fora, mailing lists etc. set up by the Author.

Responsibility for unlawful, incorrect or incomplete content and especially for damages that arise from use or non-use of information provided in such a manner lies solely with the provider of the website to which the link refers and not with the party that merely refers to the respective publication by means of links.

4.3. Copyright and trademark law:

The Author endeavours in all publications to respect the copyrights of the graphics, sound documents, video sequences and texts used, to employ graphics, sound documents, video sequences and texts created by the Author or to use licence-free graphics, sound documents, video sequences and texts.

All brand names and trademarks mentioned and if applicable protected by third parties within the internet provision are unconditionally subject to the provisions of the respective current brand name and trademark law, the other relevant legal standards and the ownership rights of the respective registered owners.
It must not be concluded on the basis of mere mention that brand names are unprotected by third-party rights.

The copyright for published objects created by the Author directly remains solely with the Author of the respective websites. Reproduction or use of such graphics, sound documents, video sequences and texts in other electronic or printed publications is not permitted without the explicit consent of the Author.

4.4. Photographs, consent and right of revocation of the Customer:

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By accepting these GTCT of the Ski and Snowboarding School (Author) the Customer explicitly issues consent and approval for photographs to be taken in the course of the service provision and for these photographs to be published on the website or Facebook page (or on the social media channel) of the Ski and Snowboarding School.
The Customer can derive from this no rights of any nature whatsoever and explicitly waives such by accepting these GTCT.
At any time in writing and with indication of the specific photograph the Customer may revoke the consent and approval for the Author to publish photographs that are proven to show the Customer or child of the same on the website or Facebook page (or on the social media channel) of the Ski and Snowboarding School.

5. Cancellation conditions

5.1. For private lessons/individual courses (individual or group), cancellation of the contract at short notice is subject to cancellation fees. Cancellation must be declared in writing. The date of receipt of the letter of cancellation by the Ski & Snowboard School shall be decisive for compliance with the deadline, whereby transmission errors and the like shall be borne by the customer.

Yet if the cancellation occurs only at a later time, then the Ski & Snowboarding School is entitled to charge the rate in accordance with the agreement to the sum of a full daily rate or the respective applicable daily or hourly rate pro rata in the case of a booking for a half day or by the hour.

5.2. For group courses (the customer has booked a group course; this does not apply to bookings for groups of people), a refund of payments already made (ongoing course on site) is only possible in the event of accident or illness upon immediate presentation of a medical certificate from a local doctor. The amount to be refunded will be recalculated based on the services provided for this period. The total amount will be reduced as a result, but the daily rates may increase, and an additional processing fee will be charged.

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5.3. In all other cases the Customer fundamentally has no right to cancellation without explicit written consent from the ski & snowboarding school and must pay the fee in full. No refund shall be given in the case of non-attendance or late arrival at the agreed course or in the case of withdrawal during an ongoing service.

5.4. The Ski & Snowboarding School is entitled to withdraw from the contract at any time if the Customer is participating in courses under the influence of alcohol, drugs or medications and safe participation is no longer guaranteed. The same applies if the Customer persistently disobeys the instructions of the ski & snowboardingschool, teaching staff or supervisors. The Customer has no rights in the case of such contract termination. The Customer is specifically also obliged to pay the fee in full.

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5.5. Withdrawal / cancellation conditions - ONLINE BOOKINGS

- Cancellation up to 7 days before the course starts: processing fee**
- Cancellation 6 to 2 days before the course starts: 50%
- Cancellation 2 days and less before the course starts: 100%

**Processing fee: Euro 70,00 per course participant

Exception: Cancellation insurance - 100% refund, see point 5.6.

5.6 Cancellation protection - ONLINE BOOKINGS

You can avoid the costs of cancellation by taking out our cancellation protection! The amount of the cancellation insurance depends on the respective course price and is approx. 5% of the booking amount!

* Free cancellation
*Immediate refund to your credit card / bank account
*Booking changes without surcharge

6. Impossibility of performance

6.1. If performance of the service is impossible for safety reasons (e.g. weather conditions, avalanche risk and similar) then the Ski & Snowboarding School is not obliged to provide the service.
It lies solely at the reasonable discretion of the Ski & Snowboarding School to assess the impossibility of the service performance whereby partial impossibility – e.g. if no ski lessons are possible on three out of five days – does not affect performance of the possible service element.
In the case of corresponding (partial or complete) impossibility of performance the Ski & Snowboarding School will refund the pro rata fee to the Customer within 14 (fourteen) days. The Customer has no entitlement above and beyond this.

6.2. Force majeure or other unforeseeable and unavoidable events shall exempt the Ski & Snowboarding School from its performance obligations if these are affected by the same.
In the case of (partial or complete) impossibility of performance the Ski & Snowboarding School shall issue either a credit notes or a refund for the pro rata fee to the Customer within 14 (fourteen) days. The Customer has a right to choose with respect to this. The Customer has no entitlement above and beyond this. Any right of cancellation in accordance with § 10 par. 2 of the Austrian package travel act remains unaffected.

6.3. In the case of epidemics, pandemics and related official measures such as closures of the Ski & Snowboarding School the special provisions below apply in connection with COVID-19 (SARS-CoV-2 virus /the coronavirus).

7. General conditions of participation:

7.1. Participation, meeting place:

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Participation of the Customer in the lessons from the Ski & Snowboarding School is possible only with a valid course ticket. For provision of the service the Customer must arrive in good time before the start of the course at the assembly point of the Ski & Snowboarding School or at another location in the ski & snowboardingschool area as notified by the Ski & Snowboarding School. The Ski & Snowboarding School reserves the right to change the meeting place for the courses at short notice – the Customer will be informed by the Ski & Snowboarding School in these cases.

7.2. Obligations of the Customer:

At the start of the course the Customer must provide the Ski & Snowboarding School with truthful and comprehensive information about the abilities and experience of the Customer in the respective snow sport booked.
The Customer must inform the Ski & Snowboarding School of the state of health of the Customer and of any conditions that could impair practice of snow sports or become acute whilst practising this sport.
Furthermore the Customer undertakes not to attend the lessons in the case of febrile infections, contagious diseases and illnesses that are accompanied by diarrhoea and vomiting.
In particular in the case of occurrence of COVID-19 symptoms (fever, dry cough, fatigue, breathing difficulties etc.) the Customer undertakes to refrain from participation in the lesson.
If the Customer has booked a group course then the right of cancellation designated for this may be exercised by the Customer on presentation of a medical certificate.

The Customer must independently ensure and be responsible for having equipment that is appropriate and corresponds to the external conditions of the latest snow sports technology. If the Customer uses own snow sports equipment then the appropriate technical inspection of the snow sports equipment and bindings (especially ski or snowboarding bindings) by a specialist company must be arranged by the Customer before the start of the lessons. In the case of technical equipment that is a safety risk or that is defective the Ski and Snowboarding School may refuse participation in the course by the Customer until the Customer has arranged repair of the defect without entitlement of the Customer to reduction of the fee for missed lesson units.

Grouping and grading of the Customer is performed by the Ski & Snowboarding School according to ability of the Customer – if it is necessary to downgrade the Customer then the Customer must comply with this decision. Otherwise the Ski & Snowboarding School is entitled to terminate the contract immediately with no entitlement for the Customer acting in breach of the contract to reclaim the fee paid.

The Customer must follow and observe instructions of the Ski & Snowboarding School strictly and precisely. Disregard for instructions and warnings shall entitle the Ski & Snowboarding School to terminate the contract immediately. This also applies if the Customer displays improper behaviour especially towards other customers or course participants. In these cases the Customer has no entitlement to claim a refund of the fee paid.

If the number of group members is reduced to fewer than 4 people in the case of group courses then the Ski & Snowboarding School reserves the right **to combine groups or to reduce the lesson times accordingly.**

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8. Complaints:

The respective office of the Ski & Snowboarding School must be notified of any complaints and grievances immediately by the Customer on site in order facilitate quick correction and to facilitate continued provision of the service.
If the Customer does not exercise the right to complain immediately and at least by the end of the service provision then any claims for reduction of the fee can no longer be considered.
Other claims against the Ski & Snowboarding School must be made in writing and substantiated respectively no later than four weeks after occurrence or awareness of the grounds for the claim.

9. Liability-related information and recommendations, liability limitations:

9.1. It is explicitly stated that practising snow sports is associated with many risks and that there is an increased risk of injury or even death which cannot be entirely eliminated especially in the case of tours or descents in the open and in particular also as a result of avalanches.

The Customer acknowledges that rescue from pistes or in the open is often associated with high costs. The Customer is therefore advised to take our appropriate insurance because the Ski & Snowboarding School is not liable for recovery and air rescue costs unless these recovery and/or air rescue costs have been caused through intent or gross negligence of the Ski & Snowboarding School or a person accountable to the same.

The Customer of the Ski & Snowboarding School and all course participants are strongly advised to take out health, accident, liability and foreign health insurance.

9.2. In accordance with the statutory provisions the Ski & Snowboarding School is liable exclusively for damage and consequential damage resulting from injurious behaviour with respect to the principal obligations from the contract formed and caused through intent or gross negligence of the Ski & Snowboarding School or people accountable to the same although the liability exclusion for contractual and criminal damage compensation claims of any nature does not apply for personal injury. Appropriate liability insurance is in place for the Ski & Snowboarding School.

The Ski & Snowboarding School is liable under no circumstances if the Customer is physically injured, suffers damage or causes damage of any nature through disregard for the instructions of the Ski & Snowboarding School, FIS piste rules, other statutory regulations or provisions of the present GTCT.
If the Customer incurs damage due to equipment that is provided to the Customer then the Ski & Snowboarding School shall accordingly be indemnified and held harmless by the Customer.

The Ski & Snowboarding School accepts no liability for damage caused to the Customer or to other people by the Customer during performance of the agreed service through no fault of the Ski & Snowboarding School. The same applies for corresponding damage caused to the Customer by third parties.

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On no account is the Ski & Snowboarding School liable for damage of any nature that the Customer incurs as a result of unprofessional or inadequately performed inspection, adjustment or maintenance of the equipment of the same. All Customers are responsible for the technical safety and defect-free condition of their own equipment and must cover resulting damage incurred for themselves.

Regardless of fault the Ski & Snowboarding School is not liable for loss of earnings, purely financial losses and consequential damage if this exceeds three times the service fee.

If the Customer of the Ski & Snowboarding School is a business (e.g. travel agent or tour operator) the limitation period for assertion of compensation claims against the Ski & Snowboarding School is six months from awareness of the damage.

The Ski & Snowboarding School shall provide no compensation for lessons that are cancelled as a result of cable car and lift facility outages.

In connection with the offered courses the Ski & Snowboarding School provides no guarantee of the training success of the Customer or Course Participant.

10. Physical safety, compliance with FIS piste rules:

10.1. The Customer or Course Participant is explicitly advised that in accordance with § 3c of Salzburg state sports act 1988, state law gazette no. 98/1987 in the current version, children and young people up to the age of 15 years are obliged to make proper use of a ski or snowboarding helmet compliant with ÖNORM EN 1077:2007 when practising Alpine skiing and snowboarding.

The Customer is moreover advised that not wearing a safety helmet may establish contributory negligence of the Customer in case of injuries which is why for the respective service booked the Customer or Course Participant is recommended to wear a safety helmet as well as other recommended safety equipment (e.g. avalanche transceiver on trips in the open) or to carry it in the case of avalanche equipment. Safety helmets and safety equipment generally reduce the risk of injury.

10.2. The Customer or Course Participant must moreover ensure familiarity with the content and application of the standard FIS piste rules and comply with the same.

11. Place of performance, place of jurisdiction, choice of law, contract language, other provisions:

11.1. The place of performance for all obligations to be fulfilled both by the Ski & Snowboarding School and by the Customer is the location of the central office of the Ski & Snowboarding School.

11.2. If the Customer is a business or consumer resident outside the territory of the European jurisdiction and enforcement regulation or the Lugano convention (which includes all countries

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other than the EU member states, Switzerland, Norway and Iceland) then the objectively and locally competent court at the registered office of the ski & snowboardingschool is agreed as the exclusive competent court for all legal disputes arising from or in connection with these GTCT and/or contracts between the Ski & Snowboarding School and the Customer on the provision of services of the Ski & Snowboarding School.

If the Customer is a consumer resident within the EU or within the territory of the Lugano convention, then the statutory provisions on jurisdiction apply.

11.3. Austrian law applies to the exclusion of Austrian private international law.

11.4. The contract language is German.

11.5. Should individual or multiple provisions of these GTCT be or become invalid then such legally valid provisions as are closest to the economic purpose of the invalid provision are explicitly deemed to be agreed between the Ski & Snowboarding School and the Customer. This does not affect the validity of the remaining provisions.

11.6. There are no oral ancillary agreements to these GTCT. Ancillary agreements of any nature, amendments or additions must be made in writing in order to take effect. This also applies for deviation from this requirement for written form.

11.7. All rights and obligations from these GTCT shall be passed on to any legal successors of the Ski & Snowboarding School.

12. Data privacy:

For further information please refer to the data privacy statement of the Ski & Snowboarding School which is available on the website of the Ski & Snowboarding School.

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