



Innsbruck, December 2022

General Terms and Conditions (T&C)

Ski & Snowboardschule Innsbruck GnbR

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1 Scope of Terms and Conditions

1.1 For business relationships between the Ski & Snowboardschule Innsbruck GnbR (hereafter referred to as: *Innsbruck Ski School*) and those persons who use the services of the *Innsbruck Ski School* (hereinafter referred to as: *Customer*), these Terms and Conditions (hereinafter referred to as T&C) apply exclusively in the currently valid version. The valid version of the terms and conditions is based at the time of the relevant offer to the *Customer*.

Insofar as terms referring to persons, these are only given in male or female form in these T&C however, they always apply to all genders equally.

1.2 *Innsbruck Ski School* provides *Customers* with services in the field of skiing and snow sports. This includes, in particular, services such as giving lessons to acquire skills and knowledge of alpine skiing, snowboarding and cross-country skiing (without guarantee of a specific training success) as well as guiding, accompanying on ski tours and toboggan trips. It also includes any childcare services and related services (e.g. care during lunch breaks in restaurants) as well as the rental of winter sports and trend sports equipment (skis, snowboards, boots, snowbikes, mini bobsleighs, winter clothing, etc.). These terms and conditions apply to all services of the *Innsbruck Ski School* in this context.

1.3 Provisions that differ from these T&C only apply if there is an expressly written agreement between the *Innsbruck Ski School* and the *Customer*. Conflicting terms and conditions of the *Customer* have no effect on the business relationships listed.

2 Contract Agreement

2.1 A contract between the *Innsbruck Ski School* and the *Customer* can be concluded electronically (submission of an offer via the online form and acceptance of the contract via a confirmation email) as well as in the business premises of the *Innsbruck Ski School* (conclusion of the contract by payment and receipt of a payment receipt by the *Customer*) or by telephone (payment will be made at a later date).

2.2 The sending of a fully completed online form by the *Customer* represents a legally binding offer to the *Innsbruck Ski School* to conclude a contract for the services advertised by the *Innsbruck Ski School*. The *Innsbruck Ski School* sends an order confirmation to the *Customer* based on such an offer. A contractual relationship between the *Innsbruck Ski School* and the *Customer* is only established when this order confirmation is sent.

2.3 The *Customer's* declaration to an employee of the *Innsbruck Ski School* that he wishes to use the services of the *Innsbruck Ski School* constitutes a legally binding offer to the *Innsbruck Ski School* to conclude a contract a contractual relationship is established between the *Innsbruck Ski School* and the respective *Customer*.

2.4 The booking confirmation and / or the payment receipt serve as proof of the use of the booked service and must be presented by the *Customer* to the respective course instructor at the start of the course.

2.5 The *Innsbruck Ski School* is not obliged to notify the *Customer* of a rejection of online bookings. If the *Customer's* offer is not confirmed by the *Innsbruck Ski School* within a period of 2 (two) weeks from receipt, the *Customer's* offer is in any case deemed not to have been accepted.

3 Right of withdrawal when concluding a contract via telephone, web form or email

3.1 The services offered are "leisure services" within the meaning of the Distance and Foreign Business Act (FAGG).

3.2 There is no right of withdrawal for leisure services in accordance with Section 18 (1) Z 10 FAGG

4 Cancellation

4.1 Private lessons: In the event of cancellation, no cancellation fee will be charged if this is done in writing or by telephone by 8 p.m. on the evening before the scheduled start of the course. If a cancellation is made by telephone by 8:00 a.m. on the day of the course, 50% of the paid participation fee will be refunded. No refund will be given for later cancellations. In the event of illness or injury, course fees will only be reimbursed upon presentation of a medical certificate from a local doctor

4.2. Group lessons: In the event of cancellation, no cancellation fee will be charged if this is done in writing or by telephone by 8 p.m. on the evening before the first day of the course. If a cancellation is made by telephone by 8:00 a.m. on the first day of the course, 50% of the paid participation fee will be refunded. If part of the booked service has already been used at the time of cancellation, a reimbursement of EUR 16.00 per course day not attended for half-day and super mini courses and EUR 22.00 per course day not attended for full-day courses will be made. If 60% or more of the booked teaching time has already been used, the course is considered to have been attended and the course fee already paid will not be reimbursed.

4.3. If the guaranteed service cannot be provided by the *Innsbruck Ski School* during the booked period due to force majeure, the participation fee charged for this period will not be refunded. Force majeure exists in particular, but not limited to, if the mountain lift company ceases to operate or otherwise due to meteorological conditions it is not possible to properly hold the booked course.

4.4. If a transfer service to / from the ski area was booked with the *Innsbruck Ski School*, regardless of whether or not the booked course was taken, the transfer costs will not be reimbursed.

4.5. The receipt of the written cancellation (or telephone call) at *Innsbruck Ski School* is decisive for compliance with the deadline. In order to meet the respective deadline, it is necessary that the written cancellation or the call is received by the *Innsbruck Ski School* before the deadline. Possible transmission errors and the like are at the expense of the *Customer*.

4.6. In all other cases, the *Customer* is not entitled to withdraw from the contract without the express, written consent of the *Innsbruck Ski School* and has to pay the full fee. This also applies in particular in the event of a non-appearance or a late appearance on the agreed date.

4.7. The *Innsbruck Ski School* is entitled to withdraw from the contract at any time if the *Customer* participates in courses under the influence of alcohol, drugs or medication, which can no longer guarantee safe participation. The same applies if the *Customer* persistently opposes the instructions of the *Innsbruck Ski School*, the teaching staff or the supervisors (see point 8.4). The *Customer* is not entitled to any claims in the event of such a termination; he is particularly obliged to pay the full fee.

5 Price and Payment Methods

5.1. All information - in particular price lists of the *Innsbruck Ski School* on the Internet, in brochures, advertisements or other information carriers - are non-binding for the *Innsbruck Ski School*. The *Innsbruck Ski School* reserves the right to make changes at any time if necessary.

5.2. All prices are given in EURO (€) and are gross including any statutory sales tax, unless otherwise stated.

5.3. Costs for ski tickets or ski equipment are not included in the course fees. These are to be purchased/hired by the *Customer* at their own expense and brought with them.

5.4. The *Innsbruck Ski School's* requirement for payment from the *Customer* arises when the contract is concluded. Payment is due at this point. In the case of online bookings, however, payment is made immediately when the offer is submitted using one of the payment methods set up for online bookings. If the *Customer's* offer is not accepted by the *Innsbruck Ski School*, any amount already paid will be reimbursed within 7 working days of the *Customer's* offer being rejected using the same payment method used by the *Customer*.

5.5. In the case of other booking methods, e.g. by email or directly on site, the course fee can be paid within 14 days of the conclusion of the contract by transfer to the account of the *Innsbruck Ski School* or in cash on site. In any case, it has to be received by the *Innsbruck Ski School* before the course begins. All expenses - in particular bank charges - in connection with the payment of the course booked at the *Innsbruck Ski School* are borne exclusively by the *Customer*.

5.6. The *Customer* can only offset counterclaims that have been legally established by a court or have been expressly recognized by the *Innsbruck Ski School* and in the event of the *Innsbruck Ski School's* insolvency. Statutory rights of retention are not affected by this point of the contract.

5.7. Default in payment occurs without further notification from the *Innsbruck Ski School*. In the event that the *Customer* is in arrears with a payment, the *Innsbruck Ski School* is entitled to charge the *Customer* the statutory default interest and all additional costs and expenses, in particular collection or lawyer costs. In the case of outstanding claims, the *Innsbruck Ski School* can offset payments made by the *Customer* against the *Customer's* outstanding claims regardless of any dedication. In the event of non-payment of a claim, all other claims against the *Customer* are due immediately.

5.8. The place of fulfilment for all obligations to be fulfilled by both the *Innsbruck Ski School* and the *Customer* is the location of the *Innsbruck Ski School's* headquarters.

6 Service Provision

6.1. In order to provide the service, the *Customer* must be at the assembly point of the *Innsbruck Ski School* or another location in the ski school area announced by the *Innsbruck Ski School* in good time before the start of the course.

6.2. The *Innsbruck Ski School* reserves the right to change the meeting point of the courses at short notice. In these cases, the *Customer* will be informed accordingly by the *Innsbruck Ski School*.

6.3. The *Innsbruck Ski School* undertakes to employ suitably qualified teachers or childcare professionals for the respective services.

6.4. Due to organizational reasons the *Innsbruck Ski School* reserves the right to exceed the maximum group size by up to 3 people. In group lessons and if the group size is reduced during an ongoing course or if the required minimum number of participants is not reached at the start of the course, the *Innsbruck Ski School* reserves the right to merge existing groups or to shorten the duration of the lesson as follows from the beginning of the course (see table). The notification can be made up to 15 minutes before the start of the course.

Kids Courses alpine skiing	Half day	Full day
Minimum 4 kids	2,5 h per day	½ d + 5 afternoons
3 kids	2 h per day	½ d + 3 afternoons
2 kid	1,5 h per day	½ d + 2 afternoons
1 kid	1 h per day	½ d + 1 afternoon

Adults Snowboard Courses	4-5 booked course days	1,2 or 3 booked course days
Minimum 3 persons	2,5h per day	2,5 h per day
2 persons	In total 8h (e.g. 4 days with 2h)	2 h per day
1 person	In total 4h (e.g. 2 days with 2h)	1 h per day

7 Limitation of Liability

7.1. In connection with the courses offered, the *Innsbruck Ski School* does not guarantee the success of the course participants' training.

7.2. In principle, the *Innsbruck Ski School* is only liable in accordance with the statutory provisions for damage that is directly related to the activities of the *Innsbruck Ski School* and that was caused intentionally or through gross negligence. A corresponding liability insurance exists. No liability whatsoever is accepted for lost items.

7.3. The *Innsbruck Ski School* assumes no liability for damage that the *Customer* has inflicted on himself or to others, or caused by them during the performance of the agreed service through no fault of the *Innsbruck Ski School*,

7.4. Regardless of fault, the *Innsbruck Ski School* is not liable for lost profits, pure financial losses and consequential losses insofar as these exceed 3 times the service fee (course fee).

7.5. The *Customer* is advised that failure to wear a crash helmet in the event of injuries can justify contributory negligence on the part of the *Customer*, which is why the *Customer* is advised to wear a helmet and other safety equipment recommended for the service booked (e.g. avalanche beacon when offpiste skiing etc) to be carried or worn. Crash helmets and safety equipment can reduce the risk of injury.

7.6. It is expressly stated that the practice of snow sports is associated with numerous risks and that there is an increased risk of injuries or even death, especially due to avalanches, which cannot be entirely ruled out, especially when touring or descending in open terrain.

7.7. The *Customer* acknowledges that rescue services on the slopes or in open terrain are often associated with high costs. The *Customer* is therefore advised to take out appropriate insurance, especially since the *Innsbruck Ski School* is not liable for rescue and air rescue costs, unless the *Innsbruck Ski School* or a person attributable to it has caused these rescue and / or air rescue costs through wilful or grossly negligent behaviour.

8 Customer Obligations

8.1. The *Customer* has to inform the *Innsbruck Ski School* truthfully and comprehensively about his abilities and experience in the respective snow sport booked and to independently ensure that the equipment is appropriate for the booked sport and the external conditions.

8.2. The *Customer* must report any health impairments/issues to the *Innsbruck Ski School* before the course begins.

8.3. Before the start of the lesson, the *Customer* must have his ski equipment (especially ski bindings) checked by a specialist company. The *Innsbruck Ski School* does not carry out any such checks.

8.4. The *Customer* has to follow the instructions of the *Innsbruck Ski School's* instructors, teachers and supervisors. Failure to comply with instructions and warnings entitle the *Innsbruck Ski School* to terminate the contract immediately. This also applies if *Customers* behave improperly, especially towards other course participants. Furthermore, the *Innsbruck Ski School* is entitled to withdraw from the contract if the *Customer* participates in courses under the influence of alcohol, drugs or medication.

8.5. The *Customer* acknowledges that the practice of skiing and snowsports is associated with numerous dangers and, especially when skiing/riding in open terrain, there is the possibility that the *Customer* may get into mountain difficulties. The *Customer* further acknowledges that rescue, especially by air and mountain rescue, can lead to high costs. The *Customer* is recommended to take out appropriate insurance (in particular to reimburse rescue and air rescue costs), especially since the *Innsbruck Ski School* is not liable for such rescue and air rescue costs, unless the *Innsbruck Ski School* has deliberately incurred these rescue and / or air rescue costs or grossly negligent behaviour on the part of the *Innsbruck Ski School*, its legal representatives or agents. The *Customer* is advised that failure to wear a helmet in the event of injuries may result in contributory negligence on the part of the *Customer*, which is why the *Customer* is advised to wear a helmet and other safety equipment recommended for the service booked.

9 Data Protection

9.1. The *Innsbruck Ski School* is committed to comprehensive data protection and processes personal data of the *Customer* only in the way that is absolutely necessary to fulfill the booked service. The *Customer* agrees that the personal data transmitted by him (first name, last name, date of birth, home address, language, e-mail address, telephone number and credit card details) can be used by the *Innsbruck Ski School* for the processing and implementation of the contractual relationship between the *Innsbruck Ski School* and may be processed, stored and transmitted to service providers or vicarious agents to the *Customer*. The *Customer* expressly agrees that the *Innsbruck Ski School* and the partner company INNTOUR active holidays can contact the *Customer* by email, in particular in the form of a newsletter, in order to inform them about new and existing services from the *Innsbruck Ski School* and INNTOUR active holidays. He also agrees that the photos / videos taken may be published for internal further training, in social media, in print advertising and on the homepage of the *Innsbruck Ski School*. The *Customer* can easily revoke this consent at any time by email, post or telephone.

10 Other Provisions

10.1. There are no verbal side agreements to these terms and conditions. Additional agreements of whatever kind, changes or additions must be made in writing to be effective.

10.2. For all disputes arising from legal transactions on which these terms and conditions are based, the applicability of substantive Austrian law, excluding Austrian international civil law, as agreed.

10.3. If the *Customer* is a business or consumer with residence outside the scope of the EuGVVO (Regulation No. 1215/2012 of the European Parliament and Council of 12.12.2012) or the Lugano Convention (Convention on jurisdiction and the enforcement of judicial decisions in civil - and commercial matters, closed in Lugano on September 16, 1988) (these are all countries with the exception of the EU member states, Switzerland, Norway and Iceland), will be responsible for all legal disputes arising from or in connection with these terms and conditions and / or contracts between of the *Innsbruck Ski School* and the *Customer* for the provision of ski school services, the factually and locally competent court at the headquarters of the *Innsbruck Ski School* has been agreed as the exclusively competent court.

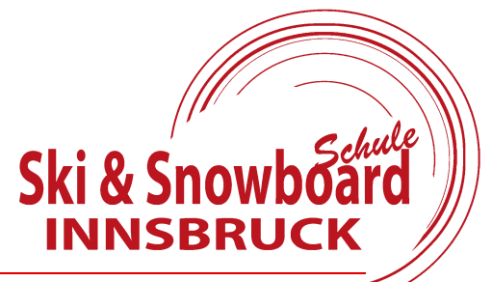
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10.4. Insofar as the *Customer* is a *Customer* with residence within the EU or within the scope of the Lugano Convention, the statutory provisions on jurisdiction apply.

10.5. If one or more of the provisions of these T&C is/are void, those legally effective provisions that come closest to the economic purpose of the ineffective provision are expressly agreed between the *Innsbruck Ski School* and the *Customer*. The validity of the remaining provisions is not affected by a void provision.

10.6. All rights and obligations from these terms and conditions are transferred to any legal successors of the *Innsbruck Ski School*.