

General terms and conditions of Freeride Skischool Saalbach

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1. General

Unless otherwise explicitly agreed, our GTC shall apply to all agreements between the customer and Freeride Skischool Saalbach. This includes services such as the provision of instructions to equip the participant with skills and knowledge for skiing, as well as supervising customers in skiing, ski touring, freeriding and avalanche safety activities.

2. Conclusion of contract

Reservations for private and freeride lessons can be made via phone or online. Reservations shall only be deemed valid after the receipt of written or verbal confirmation of the booking.

The registration deadline is 6 pm on the evening prior to the agreed date for the booked service. In case of camp events, the registration deadline is 14 days prior to the agreed date for the booked camp. All prices quoted by Freeride Skischool Saalbach are displayed in euro. Price lists are subject to change. We shall not be liable for misprints.

3. Payment terms

Unless otherwise agreed, an advance payment of 30% of the total value of the booking must be made within 7 days for bookings made via phone or in writing. The remaining payment shall be made after the booked service has been provided by Freeride Skischool Saalbach and shall be paid directly inside the office or to the ski guide/instructor.

In case of camp events, the total value of the payment must be made within 7 days.

4. General conditions of participation

The contracting party shall inform the ski guide/instructor from Freeride Skischool Saalbach about his skills and experience (especially with regard to skiing, freeride and ski tours) before the start of the tour, and use equipment that corresponds to her or her skiing technique and current ski conditions.

The equipment used must be checked by a specialist for functionality and safety, this applies especially for ski bindings. Furthermore, the contracting party shall inform the ski guide/ski instructor from Freeride Skischool Saalbach about his or her physical capabilities and health condition and provide details of any illnesses before the start of the tour. In case of group lessons, Freeride Skischool Saalbach shall assign participants to their respective groups. If a participant is downgraded to a lower group, the participant hereby agrees to accept this assignment. Otherwise, Freeride Skischool Saalbach shall be entitled to terminate the booking. The contracting party is obliged to follow the instructions of the ski guide/ski instructor. If a participant fails to comply with instructions, Freeride Skischool Saalbach shall be entitled to terminate his or her contract with immediate effect. Freeride Skischool Saalbach shall also be entitled to terminate a participant's contract with immediate effect if the participant attends a lesson or tour organised by Freeride Skischool Saalbach under the influence of alcohol and drugs. In the event that the contracting party's contract is terminated for any of the above-mentioned reasons, he or she shall not be entitled to any refund.

5. Liability

Freeride Skischool Saalbach operates as an organiser of ski school activities, freeride and ski tours, as well as an agent for self-employed licensed mountain guides. We assume no liability for facilitating tours conducted by self-employed mountain guides or self-employed instructors who operate independently. Such guides and instructors have their own liability insurance. Freeride Skischool Saalbach shall only be liable under statutory provisions for damages which are directly related to the activities of Freeride Skischool Saalbach or which have been caused through gross negligence or wilful intent. We have the appropriate liability insurance cover. The instructions of our ski guide/instructors must be followed absolutely and precisely. Despite careful planning on our part, the risk of injury cannot be completely ruled out. Each participant acknowledges that there is always a residual risk of injury, for which we assume no liability.

6. Warranty

The contracting party is obliged to inform Freeride Skischool Saalbach immediately of any complaints so that a remedy can be provided. Culpable failure to notify Freeride Skischool Saalbach shall invalidate corresponding claims for a reduction in the price of the service provided. Any claims against Freeride Skischool Saalbach must be submitted to us in writing no later than 1 week after the circumstance giving rise to the claim.

7. Cancellation

For private lessons, cancellation requests received up to 10 days before the agreed date of the booking shall incur no cancellation fee. For cancellation requests received between 9 days and no later than 5 pm on the day prior to agreed date of the booking, Freeride Skischool Saalbach is

entitled to charge 80% of the price of the services booked. For cancellation requests received any time later, Freeride Skischool Saalbach is entitled to charge the full daily rate or agreed tariff.

For pre-booked camps, cancellation requests received up to 21 days before the agreed date of the booked camp shall incur no cancellation fee. For cancellation requests received between 20 days and no later than 14 days before the agreed date of the camp, Freeride Skischool Saalbach is entitled to charge 80% of the booked services for the camp. For cancellation requests received 13 days or less before the agreed date of the camp, Freeride Skischool Saalbach is entitled to charge the full camp fee. Exceptions apply to participants who are able to present a doctor's note to show they are unable to attend the camp.

In the event that ski or avalanche conditions prevent us operating a scheduled tour for safety reasons, Freeride Skischool Saalbach reserves the right to postpone the said tour, offer an alternative or to cancel. Only in case of cancellation by Freeride Skischool Saalbach shall an obligation arise for Freeride Skischool Saalbach to return payment for the services cancelled. In such an event, the contracting party shall not be entitled to any further claims in this regard.

8. Place of fulfilment

The entire ski resort of Saalbach-Hinterglemm-Leogang-Fieberbrunn.

9. Place of jurisdiction

The sole place of jurisdiction for all disputes arising from this contract shall be the court responsible for the registered office of Freeride Skischool Saalbach.

10. Governing law

Austrian law shall apply to the exclusion of the CISG.

11. Legal validity

If any of individual provision of these terms and conditions is or becomes invalid, this shall not affect the validity of the remaining provisions or the overall legal transaction. The invalid provision shall be replaced by one that comes closest to the intended commercial purpose of the invalid provision.

12. Pictures and videos

Pictures and videos that are made by the mountain guide during the tour may be used by Freeride Skischule Saalbach for publicity purposes (advertising, internet, etc). We therefore ask participants to inform us in advance of any potential invasion of privacy.

