

# TERMS AND CONDITIONS

## „Silvretta Guides Salner, Walter & Walter OG“

Provider of services for ski schools located in Tyrolean and Vorarlberg municipalities within the geographical region of Silvretta.

Hereafter referred to as **Silvretta Guides**

Located at A-6563, Galtür, Winkl 23c, Austria

## 1. General

Unless otherwise expressly agreed, these terms & conditions apply to all transactions between *Silvretta Guides* or the respective partner and the customer.

The objective of the company is the provision of services for ski schools located in the Tyrolean and Vorarlberg municipalities, within the geographical region of Silvretta, and the marketing of ski schools in the Silvretta geographical region under the brand *Silvretta Guides*.

The services provided by our collaborating partner ski schools includes: the instruction in the skills and knowledge of skiing and snowboarding (without the guarantee of a certain training outcome), guiding, accompanying skiing and ski tours, as well as providing other tourist guiding services (eg; VIP Guiding).

Collaborating contractors, ski instructors, ski guides and ski schools are designated as ‘**partner(s)**’ hereafter.

Offers of services made to you by *Silvretta Guides* are non-binding.

## 2. Contracting for offers, online price inquiries and prices

Reservations for private lessons can be made over the internet, by email or by phone. Reservations are only valid after written confirmation or confirmation in text form by the *Silvretta Guides*. Reservations are only valid after written confirmation by the *Silvretta Guides* or the respective partner as being firmly booked. The offers of the *Silvretta Guides* are subject to change.

The acceptance of a reservation and the scope of service is only binding upon written confirmation from one of our partners. Verbal or subsidiary agreements made over the phone are only valid upon express confirmation in writing from *Silvretta Guides*. For group courses a binding contract with the respective partner is only established upon the payment of the course.

All prices quoted are in euros and - unless otherwise stated - include statutory value added tax. The price lists are subject to change.

### **3. Terms of payment**

Unless otherwise agreed in writing, a deposit for 50% of the agreed price is due immediately upon written confirmation payment for contracts signed via the Internet, email, fax or other means of distance communication. This payment is to be forwarded to the *Silvretta Guides* bank account or to the account of the respective partner at least six business days before the start of the lesson.

Final settlement will take place at the conclusion of contracted services. For contracts completed on site, the fee for the service to be provided is to be paid either directly to the ski instructor, or to the *Silvretta Guides* Salner, Walter & Walter OG office. Upon delay in payment by the customer, we are entitled to charge default interest rate of 5% per year; claims for compensation of higher amounts of interest are not affected by this.

### **4. General Conditions of Participation**

The contracting party must truthfully and comprehensively inform the *Silvretta Guides* instructor about his/her skiing and snowboarding abilities and experiences, and also ensure that their ski equipment is appropriate for outdoor conditions. He/she must also inform the guide about his/her physical abilities. Before the beginning of the lesson, the contracting party must independently arrange for the inspection of the ski equipment (in particular the ski bindings) by a specialist technician.

The groupings within ski lessons is done by the partner. Should downgrading of the participant be necessary, the contracting party must comply with this decision. Otherwise, the respective partner is entitled to terminate the contract. The contracting party must follow the instructions of the snow sports instructor. Disregarding a warning entitles the respective partner to the immediate termination of the contract. Participation in services provided by *Silvretta Guides* Salner, Walter & Walter OG under the influence of alcohol or drugs is not permitted, and entitles the guide to immediately terminate the contract. The contracting party has no claim to reimbursement of the monies paid in the aforementioned cases of termination of the contract.

### **5. Liability Provisions**

*Silvretta Guides* Salner, Walter & Walter OG provide services and assume no liability for skiing accidents which happen in the course of activities facilitated by our partners. As a basic principle, *Silvretta Guides* ski school and its respective partners are liable, as per statutory stipulations, for damage which is directly connected with an activity provided by *Silvretta Guides* ski school, or its respective partner and which has been caused intentionally or through gross negligence. There is relevant indemnity insurance for this.

### **6. Guarantee**

The contract partner must provide information to the office of *Silvretta Guides* about any complaints immediately, to ensure corrective action can be taken. In the event of culpable non-notification there is no claim to a reduction of charges. Claims against *Silvretta Guides* and their respective partners are to be made in writing and an explanation provided within 4 weeks of said incident.

## **7. Termination**

For private bookings a termination of contract can be made up to 14 days before the start of contract at the latest, WITHOUT incurring any cancellation fees. Cancellations made at a later time will be charged in full, as per the confirmed booking. Should individual days of a confirmed reservation not be used, *Silvretta Guides* and their respective partners are entitled to charge the full rate agreed upon in the reservation.

With regard to group courses, reimbursement of payments already affected can only be made in the event of illness or accident, and upon presentation of original certificates (see booking conditions) and with a medical note from a doctor based in the Silvretta region. The amount to be refunded will be calculated based on the services actually provided by our partners for this period. The full amount may be reduced, however higher daily rates may be charged.

In the event of cancellation during a service which is in progress, or upon non-appearance at the agreed time and date, there will be no reimbursement. If weather conditions mean a service cannot be carried out for safety reasons, our partners reserve the right to postpone or to cancel services. Only in the event of cancellation by *Silvretta Guides* is there an obligation to refund the attributable costs; the contract partner is not entitled to make a further claim in this regard (this also applies to private courses). Cancellations are only valid in writing or in text form.

## **8. Place of fulfilment**

A-6563 Galtür, Winkl 23c, Austria

## **9. Place of jurisdiction**

Any disputes arising from this contract are to be settled exclusively at the court with legal jurisdiction over the headquarters of *Silvretta Guides* Salner, Walter & Walter OG.

## **10. Choice of law**

Austrian law applies.

## **11. Validity**

If individual terms of these Terms and Conditions of business are invalid, the validity of other provisions remain unaffected. The ineffective term is to be replaced by such a term that is closest in commercial intent.