



GENERAL TERMS AND CONDITIONS of the Radstadt Ski School with headquarters in A-5550 Radstadt

1. General

In so far as nothing specifically is agreed on the contrary, all transactions between the Radstadt ski school and the customers are subject to our GTC. The object of the business is the operation of a snow sports school (ski school). It will include, in particular, services, such as giving lesson in the skills and knowledge of skiing, (without guarantee of training success) as well as the carrying out and escorting of skiing.

2. Conclusion of the contract for offers, online-price queries and prices:

Reservations for private lessons can be made by internet, telephone or fax. Reservations are only regarded as firm bookings after written confirmation by the Radstadt ski school. The offers from the Radstadt ski school are subject to alteration. For the acceptance of the reservation and the extent of the service, our written order confirmation is definitely exclusive. Verbal or telephone covenants are only valid with expressive written confirmation by the Radstadt ski school.

For group lessons, the contract condition is asserted first with purchase of the required tickets. All prices are mentioned in Euro and, if not recorded differently, are inclusive the statutory VAT. Price lists are subject to change. We accept no liability for printing errors.

3. Payment conditions:

The final payment of the private ski lessons occurs after the services have been provided. For contracts entered into the place of execution, the fee for the service carried out is to be paid in the ski school office. For payment default by the customer, we are entitled to offset interest payable on arrears to the sum of 5% annually, hereby claims for the reimbursement of higher interest is not impaired.

4. General attendance conditions:

The contract partner has to inform the Radstadt ski school about his skills and experiences with skiing truthfully and comprehensively as well as individually taking care of the condition of the skiing technology and to the external conditions of the appropriate equipment. Likewise, you have to inform the Radstadt ski school completely about physical abilities, in particular state of health, and any illnesses where applicable. Before the beginning of the training, the checking of the skiing equipment (in particular the ski binding) by means of specialist operation is carried out by the contract partner individually. The group coordination of the skiing lessons takes place by the Radstadt skiing school. Should the removal of a participant be required, the contract partner has to comply with this decision. Otherwise, the Radstadt ski school is entitled to dissolve the contract. The contract partner has to comply with the instructions issued to them by the Radstadt ski school. The flouting of an admonition entitles the Radstadt ski school to immediately dissolve the contract. The attendance at the services of the Radstadt ski school under the influence of alcohol or drugs entitles the Radstadt ski school to dissolve immediately the contract. The contract partner, in the cases described for contract dissolution, has no claim for reimbursement of the training fee.

5. Determining Liability

Essentially the Radstadt ski school is according to the legal directives liable exclusively for damages, which are directly connected with the activity of the Radstadt ski school and which were caused deliberately or with gross negligence. Appropriate liability insurance exists.

6. Guarantee

The contract partner has to make a complaint immediately at the office, in order to ensure that action can be taken. No claim exists for the reduction of the fee with failure to do so. Claims against the Radstadt ski school must be written in between 4 weeks after the occurrence and justified.

7. Rescission

For private lessons, a rescission from the contract is possible up to 1700 of the previous day without accumulation of a cancellation fee. If the cancellation takes place at a later time, however, the Radstadt ski school is entitled to demand the agreed tariff to the extent of a full daily rate. In respect to group lessons a reimbursement of payments already made is only possible in cause of accidents and presentation of the original receipt (see reverse of the lesson ticket) and a medical certificate from a local doctor. The amount to be reimbursed is re-calculated on the basis of the actual services performed for this time period. The total amount is reduced thereby, however higher daily rates may apply. With rescission during current service or with non-appearance at the agreed date no reimbursement takes place.

When the weather conditions cannot guarantee that the services will be carried out for safety reasons, the Radstadt ski school reserves the right to postpone or cancel the services. However, in cases of cancellation the Radstadt ski school is obliged to refund a proportional fee, the contract partner is not entitled to make a further claim in this regard.

8. Place of execution

A-5550 Radstadt, Unterbergstrasse 13

9. Place of jurisdiction

For decisions of all disputes resulting from this contract, the relevant appropriate court has jurisdiction exclusively at the headquarters of the Radstadt ski school.

10. Choice of Law

Austrian Law applies

11. Legal effectiveness

Should individual regulations of these terms and conditions become void this does not affect the effectiveness of the remaining regulations or the entire legal transaction. The invalid condition is replaced by such, that the invalid condition represents the next from an economic standpoint.