

GENERAL TERMS & CONDITIONS

'Silvretta Guides Salner, Walter & Walter OG'

Provision of services for ski schools which have their business headquarters in the districts of Tyrol and Vorarlberg, within the geographical region of the Silvretta.

Abbreviated to 'Silvretta Guides' in the following, stated headquarters in A-6563 Galtür, Winkl 23c.

1. General

In as far as is not expressly agreed to the contrary, our terms and conditions apply to all business between Silvretta Guides and their respective partners and clients. The purpose of the business is the provision of services for ski schools which are headquartered in the districts of Tyrol and Vorarlberg, within the geographical region of Silvretta and for the marketing of ski schools in the geographical region of Silvretta under the word and design mark Silvretta Guides. Included among the services of our cooperation partners is the administration of lessons in preparing persons for skiing and providing expertise about skiing and snowboarding (without guaranteeing a specific training success), guiding and accompanying skiers and ski tours as well as accompanying the tourist offer provided by the respective area. (E.g.: VIP guiding).

Mediated contractors, ski instructors, ski companions, ski schools are defined as partners here. Offers from Silvretta Guides are without obligation.

2. Conclusion of contract for offers, online price checks and prices

Reservations for private courses may be carried out via the Internet, by telephone or by fax. Reservations are only deemed as definite bookings upon written confirmation from Silvretta Guides or the respective partner. Offers from Silvretta Guides are non-binding. The acceptance of a reservation and the scope of service is only binding upon written order 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 contractual relationship with the respective partner is only established upon the purchase of the requisite course tickets. All prices quoted by us are in Euro and – as long as not otherwise stated – include any applicable statutory value added tax. Price lists are subject to change.

3. Payment conditions

If no other written agreements are affected, for contracts which are made via the Internet, by fax or other means of distance communication and private courses, are, immediately upon receipt of written order confirmation, a deposit of 50% of the course cost is to be paid. This payment is to be forwarded to the Silvretta Guides account or to the account of the respective partner six banking days before the start of the lesson. The final bill for a private ski course will be issued upon completion of services. For contracts completed at the place of fulfilment, 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 of 5 % per year; claims for compensation of higher amounts of interest are not affected by this.

4. General conditions of participation

The contract partner is to clarify with the snow sports instructors from Silvretta Guides truthfully and comprehensively about their skiing ability and experience and also ensure that their ski equipment is appropriate for outdoor conditions. They also have to inform the respective partner about their physical abilities. Before the start of a lesson the contract partner is to have their ski equipment (in particular ski bindings) checked by a specialist company. Groups for ski courses will be determined by the respective partner. Should it be necessary for a participant to be downgraded, the contract partner's decision is to be complied with. Otherwise, the respective partner is entitled to terminate the contract. The contract partner is to comply with the instructions provided by the snow sports instructor. Disregarding a warning entitles the respective partner to terminate the contract straight away. Participation in services provided by Silvretta Guides Salner, Walter & Walter OG when under the influence of alcohol or drugs entitles them to terminate the contract straight away. In the cases described of termination of contract, the contract partner has no entitlement to reimbursement of monies paid.

5. Liability provisions

Silvretta Guides Salner, Walter & Walter OG provide services and assume no liability for skiing accidents which happen in the course of our partner's activities .

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 a relevant indemnity insurance for this.

6. Guarantee

The contract partner has to provide information to the office on site about any complaints straight away, 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, 4 weeks after they have occurred at the latest.

7. Termination

For private courses a termination of contract can be made by 14 days before the start of contract at the latest, WITHOUT incurring any cancellation fees. By contrast, 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 availed of, Silvretta Guides and their respective partners are entitled to ask for the tariff agreed upon within the scope of the reservation effected. With regard to group courses, reimbursement of payments already effected can only be made in the event of illness or accident, upon presentation of original certificates (see reverse of course ticket) and with a medical note from a doctor based here. The amount to be refunded will be calculated based on services actually provided by our partners for this period. The full amount will be reduced, however higher daily rates may be charged. In the event of rescission during a service which is running, 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 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).

8. Place of fulfilment

A-6563 Galtür, Winkl 23c

9. Place of jurisdiction

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

10. Choice of law

Austrian law applies.

11. Legal validity

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