



## **GENERAL BUSINESS TERMS AND CONDITIONS**

**General Business Terms and Conditions relating to the  
Services of the Ski School 'Lech GmbH & Co KG'**

### **1. General Provisions, Scope of Application**

The Ski School 'Lech GmbH & Co KG' (hereinafter: "*Lech Ski School*") shall render its services exclusively on the basis of the following General Business Terms and Conditions (Terms and Conditions). They shall apply to all legal relationships between Lech Ski School and any person making use of the services offered by it (hereinafter: "*Customer*"), even if such Terms and Conditions are not explicitly referred to. Lech Ski School is engaged in the operation of a snow sports school (ski school). Said operation particularly includes services such as training courses imparting skills and knowledge of skiing (without any warranty concerning a certain training success) as well as ski-guiding and escorting.

The version of the Terms and Conditions valid at the time of contract conclusion shall be decisive in each case. Regulations deviating from these Terms and Conditions as well as other supplementing agreements made with the Customer shall be effective only if they have been confirmed by Lech Ski School in writing.

Business terms and conditions of the Customer, if any, shall not be accepted even if Lech Ski School has become aware of them, unless otherwise explicitly agreed upon in writing on a case-by-case basis. Lech Ski School explicitly objects to any terms and conditions of the Customer. In this context, Lech Ski School shall not be obliged to raise any additional objections to terms and conditions of a Customer.

In the event that these Terms and Conditions refer to natural persons in the male gender only, such references shall equally apply to female and male persons.

The services advertised by Lech Ski School shall not constitute binding offers, but shall be regarded as an invitation to the reader to submit an offer to Lech Ski School.

### **2. Contract Partner**

The contract partner of the Customer shall be:

Skischule Lech GmbH & Co KG  
Tannberg 185  
6764 Lech

FN 261512b, LG Feldkirch ; VAT-ID: ATU 6233 4049

Managing director: Skischule Lech GmbH, represented by Johannes Bischof and Christian Elsensohn, managing directors holding sole representation rights

Phone: +43((0)5583/2355

Email address: [sport@skilech.info](mailto:sport@skilech.info)

### **3. Order and Contract Conclusion**

Lech Ski School offers its services both on its website [www.skischule-lech.com](http://www.skischule-lech.com) and in its business premises. Contracts between Lech Ski School and the Customer can be concluded by electronic means (submission of an offer via online form and acceptance of contract via e-mail confirmation) as well as in the business premises of Lech Ski School (contract conclusion by issuance of a voucher).

Contract conclusion via online shop:

The services offered in the online shop of Lech Ski School shall not constitute legally binding offers. Instead, they must be regarded as an invitation to the reader to submit an offer for contract conclusion to the Ski School.

By forwarding his or her fully completed online form to Lech Ski School, the Customer submits a legally binding offer for concluding a contract about the services advertised by Lech Ski School (especially the provision of snow sports training courses). Based on said offer, Lech Ski School shall send an order confirmation to the Customer. Only if and when such order confirmation (contract acceptance) has been sent to the Customer, a contract between Lech Ski School and the Customer shall be deemed to have come into existence.

The order confirmation shall serve as a voucher enabling the holder to make use of the booked services and must be handed over to the instructor at the beginning of a course. Alternatively, the Customer may pick up the order confirmation in the business premises of Lech Ski School against submission of the respective order number.

Lech Ski School shall be entitled to refuse an offer for contract conclusion without being obliged to state the reasons. The offer made by the Customer by sending the fully completed online form shall be binding for him or her for a period of 48 hours.

Contract conclusion in the business premises:

The services offered in the online shop of Lech Ski School shall not constitute legally binding offers. Instead, they must be regarded as an invitation to the reader to submit an offer for contract conclusion to the Ski School.

A legally binding offer to conclude a contract shall be deemed to have been made by the Customer if and when the Customer states towards an employee of Lech Ski School that he or she wants to make use of the School's services. The contractual relationship between Lech Ski School and the respective Customer shall only come into being at the time when the requested service is paid for and the voucher is handed over.

#### **4. Prices**

All prices indicated or displayed in the online shop and in the business premises of Lech Ski School shall be inclusive of VAT at the rate applicable in each case.

#### **6. Mode of Payment**

For payment of ordered services via the online shop, the Customer may use one of the following options:

- payment by credit card
- payment by IMMEDIATE transfer

For payment of ordered services in the business premises of Lech Ski School, the Customer may use one of the following options:

- payment by credit card
- payment by debit card
- cash payment

#### **6. Exclusion of Offsetting and Right of Retention**

The Customer shall only be entitled to offset against counterclaims if they are legally connected with the claim asserted by Lech Ski School, have been determined by a court or accepted by Lech Ski School, as well as in the event of an insolvency of Lech Ski School. If the Customer is an entrepreneur within the meaning of Section 1 paragraph 1 no. 1 of the Austrian Consumer Protection Act (*KSchG*), an offset against counterclaims legally related to Lech Ski School shall be excluded.

Retention rights the Customer is entitled to by virtue of law shall remain unaffected.

## **7. Cancellation by the Customer**

The Customer shall at any time be entitled to withdraw from the concluded contract against payment of the cancellation fees listed hereinafter.

In order to execute this right of withdrawal (cancellation), the Customer must send a rescission notice to the following address/fax no. by mail, fax or email or contact Lech Ski School by phone:

*by phone:* +43/5583/2355

*by mail:* Skischule Lech GmbH & Co KG, Tannberg 185, 6764 Lech

*by email:* [sport@skilech.info](mailto:sport@skilech.info)

In case of a withdrawal of the Customer, Lech Ski School shall be entitled to charge the following cancellation fees:

- cancellation up to 14 days prior to the start of the ordered services: without charge
- cancellation later than 14 days prior to the start or during the ordered services: 100 % of the total price agreed upon (this shall also apply if ordered services are not used)

The deadlines mentioned above shall also be applicable in case of a partial cancellation of ordered services. In this context, the receipt of the rescission notice by Lech Ski School shall be the decisive point of time. In case of ordered group courses, a reimbursement of the paid price shall – in the event of an illness or accident making a participation in the course impossible – also be permitted within the last 14 days prior to the start of the ordered services, always provided that the Customer provides Lech Ski School with a medical certificate. If the travel to Lech has already been made, a medical certificate issued by a local physician shall be submitted. If a part of the ordered services has already been used, the price for the services already rendered shall be calculated anew on the basis of the course card rate. The part of the already paid price which exceeds the price calculated this way shall then be reimbursed. In the event of a justified cancellation, reimbursements shall be made within a term of not more than 14 days after the date of cancellation.

## **8. Cancellation by Lech Ski School**

If weather conditions do not guarantee that the ordered services can be rendered in a secure and safe way, Lech Ski School shall be allowed to postpone or cancel the booked services. If services are cancelled, Lech Ski School undertakes to repay the Customer any amounts already paid within a term of 14 days after the date of cancellation.

## **9. Accident Insurance**

The Customer is aware of the fact that the practise of skiing is connected with numerous dangers and that particularly tours in free-ride areas are connected with the risk of getting into distress in the mountains. In addition, the Customer is aware of the fact that a rescue of persons in the mountains, especially by air and mountain rescue services, may result in high costs. The Customer is recommended to take out a corresponding leisure time insurance (especially an insurance covering rescue and air rescue charges), particularly as Lech Ski School does not assume any liability for such rescue and air rescue charges, unless such expenses were caused by an intentional or grossly negligent conduct of Lech Ski School, its legal representatives or agents.

## **10. Ability Categories**

The services rendered by Lech Ski School shall be divided into the following ability-related groups:

- adult groups (persons aged 18 and above): on-piste skiing, skiing on ski routes, off-piste skiing, ski tours, freeriding
- youth groups (13-18 years of age): on-piste skiing, skiing on ski routes and freeriding
- children groups (up to 12 years of age): exclusive on-piste skiing and skiing on ski routes.

The allocation to the different groups for skiing courses shall be made by Lech Ski School. Any changes made by Lech Ski School with regard to the grouping, especially also assignments to less advanced groups, shall in any case be accepted by the Customer, even if they are made after the start of courses.

The Customer shall be obliged to comply with the instructions given to him or her by Lech Ski School, its legal representatives and agents. If warnings fail to be observed, Lech Ski School shall be entitled to dissolve the respective contract without any delay. Apart from that, Lech Ski School shall have the right to terminate the contract immediately if a Customer making use of the services rendered by Lech Ski School is under the influence of alcohol or drugs.

In the case mentioned above, the Customer shall not be entitled to a refund of the price paid by the latter.

#### **11. Warranty**

Lech Ski School warrants towards the Customer that the ordered service will comply with the contract, but does not guarantee any training success of the Customer.

#### **12. Liability**

Lech Ski School shall not assume any liability for damages – except for personal injuries – to the extent that they are not due to an intentional or grossly negligent behaviour of Lech Ski School, its legal representatives or agents and the conduct causing the damage is not related to main obligations arising from the contract for Lech Ski School. This exclusion of liability shall not apply to completely unforeseeable or atypical damages the Customer could not reasonably expect.

Lech Ski School particularly refuses any liability with respect to damages caused by the Customer during the rendering of the services agreed upon either to himself or herself or to other persons or damages caused to him or her by other persons.

The services of Lech Ski School shall exclusively be rendered outdoors, on ski runs or in free-ride areas under partially difficult or very difficult conditions. Unfavourable weather conditions such as rain, snow or mist may impede such conditions even more.

The Customer shall be obliged to give Lech Ski School true and complete information about his or her skills and experience in connection with snow sports. Similarly, the Customer shall inform Lech Ski School comprehensively about his or her physical abilities, especially his or her state of health and ailments, if any.

The services rendered by Lech Ski School may, on each level of skill and ability, be connected with high demands concerning materials and the Customer's physical fitness and driving technique. For this reason, every Customer is asked to exclusively use properly maintained sports equipment and the usually prescribed safety equipment when making use of the ordered services and to assess his or her own performance realistically.

The Customer is asked to note that failure to wear a safety helmet may, in the event of injuries, constitute contributory negligence by the Customer. The Customer is therefore recommended to wear a safety helmet as well as any other safety equipment recommended to be used in connection with the respective service (e.g. avalanche beacon for freeriding).

#### **13. Place of Performance**

Place of performance for deliveries, services and payments shall be the registered place of business of Lech Ski School.

#### **14. Applicable Law**

Austrian law shall be applicable under exclusion of the UN Sales Convention. For consumers not having their usual residence in Austria, their own national mandatory consumer rights provisions shall apply if they are more favourable for the consumer than the relevant provisions included in the Austrian legislation.

**The Business Terms and Conditions shall apply as from 01 September 2018**

## **DECLARATION OF CONSENT**

### **to participate in performances provided by Skischule Lech**

I have read and understood the Skischule Lech's General Terms and Conditions, which constitute the contractual basis for performances to be provided by Skischule Lech.

#### ***In the event of minors – consent by the legal guardian:***

*I hereby expressly consent to my son / daughter participating in the performance that I have booked and that is being provided by Skischule Lech.*

*I have read and understood the Skischule Lech's General Terms and Conditions, which constitute the contractual basis for all performances to be provided by Skischule Lech and have also brought them to the attention of my son / daughter.*

I acknowledge that the performances provided by Skischule Lech exclusively take place outdoors on ski slopes or in the open air in sometimes difficult to very difficult conditions and that such unfavourable weather situations as rain, snow or fog may make them worse.

I also acknowledge that the performances provided by Skischule Lech may place great demands at all levels of proficiency on the material, the customer's physical fitness and skiing techniques and that customers may only take part in the performances that they have booked with flawlessly maintained sports equipment and the usually required safety equipment and that they must be realistic in the assessment of their own performance capabilities.

Lech, .....

**Signature**

---