



## GENERAL TERMS AND CONDITIONS (GTC) of the Ski- and Snowboardschool Hartweger's Ski & Board mit Uns!, Norbert Hartweger

in short "Hartweger's Ski & Board with Us!" with headquarters in A-5710 Kaprun

### 1. General

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

Depending on the ski/snowboard level, age as well as weather and snow conditions our lessons take part at our meeting place (beginners), furthermore at Lechnerberg, Maiskogel, Schmittenhöhe and Kitzsteinhorn.

Due to weather and snowconditions meeting points and start times can change. Our customers are obliged to contact the skischool until latest the day before the lesson starts to confirm the starttime written in the booking reservation.

In the main-season our group courses, ski and snowboard, as well as Technique Workshops are carried out in full extent as described in the offer if at least 5 participants form a group. If 2 to 4 participants then the duration of the course will be reduced.

In low-season our Group Courses as well as Technique Workshops are carried out at a minimum of 2 persons per group.

Race Training and Instructor Training are carried out at a minimum of 3 persons per group.

Freeride Workshops and Freestyle Workshops will be carried out as described in the offer with 2 persons at minimum.

In the main-season Freestyle Workshops and furthermore Freeride Workshops will be carried out already with 1 participant but with the addition that the participant has to pay per day with the rate of 1 day. Higher rates than booked may occur and have to be payed by the customer.

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

Reservations for group lessons and private courses can be made over the internet (online booking), by Telephone, by e-mail or in our office as well as in our skischool counters.

Reservations are only regarded as firm bookings after received prepayment and written confirmation by Hartweger's Ski & Board with Us!.

The offers from Hartweger's Ski & Board with Us! are subject to alteration. For the acceptance of the reservation and the extent of the service, our written order confirmation is definitive exclusively. Verbal or telephone covenants are only valid with expressive written confirmation by Hartweger's Ski & Board with Us!.

With group courses, a contract condition is asserted first with purchase of the required tickets (written confirmation). All of our prices mentioned are in Euros and if not recorded differently are understood to be inclusive of the statutory VAT. Price lists are subject to change. We accept no liability for printing errors.

### 3. Payment conditions:

Unless otherwise stated in writing, for contracts which take place via the internet, or other remote means of communication and which concern private courses as well as group courses a down payment to the sum of EUR 90.- is to be paid immediately after receiving the written order confirmation. This payment has to arrive in the bank account of Hartweger's Ski & Board with Us! at least seven business days before the start of the lessons. The final payment of the

private ski courses occurs before the services have been provided.  
Prepayment made by credit card (Mastercard, Visa) will be charged to the credit card within 72 hours after we have received your credit card details (EUR 90,00 for Private Lessons and for Group Lessons). Unless arranged differently with Hartweger's Ski & Board with Us!, final payment occurs after the provided service, the debit will be charged to Your credit card.  
For contracts entered into at the place of execution, the fee for the service carried out is to be paid either to the ski or snowboard teacher directly or 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 Hartweger's Ski & Board with Us! about its skills and experiences with skiing and snowboarding truthfully and comprehensively as well as individually taking care of the condition of the appropriate equipment by regarding the skiing, snowboarding ability and to the external conditions. Likewise, you have to inform Hartweger's Ski & Board with Us! 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 courses takes places by Hartweger's Ski & Board with Us!. Should the removal of a participant be required, the contract partner has to comply with this decision. Otherwise, Hartweger's Ski & Board with Us! is entitled to dissolve the contract. The contract partner has to comply with the instructions issued to them by Hartweger's Ski & Board with Us!. The flouting of an admonition entitles Hartweger's Ski & Board with Us! to immediately dissolve the contract. The attendance at the services of Hartweger's Ski & Board with Us! under the influence of alcohol or drugs entitles Hartweger's Ski & Board with Us! to immediately dissolve 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 Hartweger's Ski & Board with Us! is according to the legal directives liable exclusively for damages, which are directly connected with the activity of Hartweger's Ski & Board with Us! and which were caused deliberately or with gross negligence. Appropriate liability insurance exists.

#### 6. Guarantee:

The contract partner has to make a complaint where applicable to the office, in order to ensure that action is taken. No claim exists for the reduction of the fee with failure to do so. Claims against Hartweger's Ski & Board with Us! are to be made and justified in writing no later than 4 weeks after the occurrence.

#### 7. Rescission

For group lessons a rescission from the contract up to no later than 17:00 (5pm) of the previous day (one day before the booked service starts) is possible without accumulation of a cancellation fee. If the cancellation takes places at a later time, however, Hartweger's Ski & Board with Us! is entitled to demand the agreed tariff to the extent of a full daily rate.

For private lessons a rescission from the contract up to no later than 3 days before the startdate of the booking is possible without accumulation of a cancellation fee. If the cancellation takes places at a later time, however, Hartweger's Ski & Board with Us! is entitled to demand the agreed tariff to the extent of the booked hours per day.

In respect to group courses a reimbursement of payments already made is only possible with accidents with presentation of the original receipt and with 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, Hartweger's Ski & Board with Us! reserves the right to postpone or cancel the services.

However, in cases of cancellation Hartweger's Ski & Board with Us! 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-5710 Kaprun, Sigmund Thun Strasse 12

9. Place of jurisdiction

For decisions of all disputes resulting from this contract, the relevant appropriate court has jurisdiction exclusively at the headquarters of Hartweger's Ski & Board with Us!.

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.

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