

# **TERMS OF PARTICIPATION AND CANCELLATION**

**The booking of one or more travel services from Snowsports GmbH, Holetschekgasse 60, 1210 Vienna, made from 01.07.2019 are subject to the following terms and conditions. These terms and conditions form the basis of the contract, which the client concludes with Snowsports GmbH as the organiser, either directly or indirectly through the use of an intermediary booking agent.**

As mutually advised in the Advisory Council Consumer Policy of the Federal Minister of Health, Sport and Consumer Protection and in accordance with § 73 para. 1 GewO 1994 and § 8 the 1994 version of the Ordinance from the Federal Minister of Economic Affairs the rules for the travel agency. (now § 6, acc BGBl. II No. 401/98).

The travel agency may act as a **Mediator** (section A) and / or as an **Organiser** (section B). The **Mediator** assumes the obligation to endeavour to obtain a claim to the services of others (organizers, transport companies, hoteliers, etc.). The **Organiser** is the company that either offers several tourist services at a flat rate (package tour / travel event) or promises to provide individual tourism services as own services and generally provides its own brochures, tenders, etc.

A company acting as a tour operator may also act as a mediator when providing outside services (for example, optional outing at the resort), provided that this intermediary function is clearly indicated.

The following terms and conditions constitute the text of the contract to which travel agents as a mediator (Section A) or as tour operators (Section B) usually conclude with their customers / travellers. (Note: within the meaning of the KSchG).

## **Subject to the conditions of**

- the intermediary tour operator (Mediator)
- the intermediary transport companies (e.g., rail, bus, plane, ship etc.)
- any other intermediary services or contracts

## **A. THE TRAVEL AGENCY AS A MEDIATOR**

The following conditions are foundations of the contract (agency contract) that customers conclude with an intermediary mediator.

### **1. Booking / Conclusion of the contract**

The booking is made on the Internet via our homepage [www.snowsports.at](http://www.snowsports.at). Participation is only possible with timely registration and full payment of travel fees. The booking on the homepage is a binding agreement. With the booking, the applicant confirms adequate physical health and fitness to participate in the trip (or course). Due to high demand, the deadline for registration may be subject to change.

Travel agents should use booking vouchers that have all the essential information about the customer's order, with reference to the travel advertisement (catalogues, pamphlet, etc.) on which the booking is based.

In accordance with § 6 of the travel agency regulations, the mediator must draw attention to the present GENERAL TERMS AND CONDITIONS, draw attention to deviating terms and conditions and in this case to hand them over prior to the conclusion of the contract.

For services mediated by foreign companies (service providers, tour operators), foreign law can also be applied.

The person who makes the booking for himself or for a third party, is thus considered to be the client and, unless otherwise stated, assumes the obligations arising from the order placed with the travel agency (payments, withdrawal from the contract, etc.).

When booking, the travel agent may charge a processing fee and a (minimum) deposit. The final payment as well as the replacement of cash expenses (telephone charges, telex charges, etc.) are due to the respective organiser or service provider to the travel agency when the travel documents are handed over (this does not include personal documents).

Tour operators accepting bookings are obliged to provide the traveller with a confirmation of the travel contract (travel confirmation) at or immediately after the conclusion of the contract.

### **2. Information and other ancillary services**

#### **2.1. Information about passport, visa, foreign exchange, customs and sanitary regulations**

As is known, it is generally necessary to have a valid passport for travel abroad.

The travel agency shall inform the customer about the respective foreign passport, visa and sanitary entry regulations as well as foreign currency and customs regulations upon request, as far as they can be found out in Austria. Incidentally, the customer is responsible for compliance with these regulations. If possible, the travel agency will pay for any required visa for a fee.

Upon request, the travel agency will, if possible, provide information on special regulations for foreigners, stateless persons and dual citizenship holders.

#### **2.2. Information about the travel service**

The travel agency is obliged to present to the best of its knowledge the service to be provided by the tour operator or service provider, taking into account the particularities of the respective arranged contract and the circumstances of the respective destination country or destination.

### **3. Legal status and liability**

The liability of the travel agency extends to

- The careful selection of the respective organiser or service provider as well as the careful evaluation of gained experiences.
- Proper provision of services, including appropriate information to the customer and delivery of travel documents.
- The demonstrable forwarding of advertisements, declarations of intent and payments between the customer and the mediated company and vice versa (such as changes to the agreed service and the agreed price, resignations, complaints).

The travel agency is not liable for the provision of the services mediated or transferred by him.

The travel company must provide the customer with the travel confirmation the company name (product name), the address of the tour operator and, where appropriate, an insurer, if this information is not already in the brochure, catalogue or other detailed promotional materials. If this fails, it is then liable to the customer as the organiser or service provider.

#### **4. Disruptions**

If the travel agency fails to fulfil the obligations incumbent on it, thus violating its contract, it is obliged to compensate the customer for the resulting damage if it does not prove that he is not guilty of intent or gross negligence.

For breaches of contract due to minor negligence, the travel agency is obliged to reimburse the customer for damages incurred up to the commissioned amount of the mediated transaction.

## **B. THE TRAVEL AGENCY AS AN ORGANISER**

The following terms and conditions form the basis of the contract - hereinafter referred to as the travel contract - which the booker concludes with an organiser either directly or through the use of an intermediary. In the event of a direct conclusion, the organiser will meet the mediator's obligations accordingly.

The organiser generally accepts the present GENERAL TERMS AND CONDITIONS, deviations are made clear in all of his detailed advertising documents in accordance with § 6 of the (Ausübungsvorschriften) regulations

### **1. Booking / Conclusion of the contract**

The travel contract is concluded between the booker and the organiser if there is agreement on the essential components of the contract (price, service and deadline). This results in rights and obligations for the customer. The booking is made on the Internet via our homepage [www.snowsports.at](http://www.snowsports.at). Participation is only possible with timely registration and full payment of travel fees. The booking on the homepage is a binding agreement. With the booking, the applicant confirms adequate physical health and fitness to participate in the trip (or course). Due to high demand, the deadline for registration may be subject to change.

### **2. Change of the participant**

A change in the person/traveller is possible if the substitute fulfils all conditions for participation and can be done in two ways.

#### **2.1. Assignment of the right to travel service**

The obligations of the booker from the travel contract remain valid if he assigns all or any individual clause of this contract to a third party. In this case, the booker bears the resulting additional costs.

#### **2.2. Transfer of the travel event**

If the customer is prevented from entering the travel event, he may transfer the contractual relationship to another person. The transfer must be notified to the organizer, either directly or through the intermediary, within a reasonable time before the departure date. The tour operator can announce a specific deadline in advance. The transferor and the acquirer shall be liable for the unpaid fee and, if applicable, for the additional costs resulting from the transfer to any third party.

### **3. Contract, information and other ancillary services**

In addition, the organiser must provide adequate information about the services offered by him / her, including information about passport, visa, foreign exchange, customs and health-related entry regulations. The specifications in the catalogues or pamphlets valid at the time of booking as well as the other information contained therein are bound to the travel contract, unless agreed otherwise in the booking. However, it is recommended that such agreements be recorded in writing.

### **4. Traveling with special risks**

In the case of travel with special risks (e.g. adventure trips and expeditions), the organiser is not liable for consequences that arise in the course of the of the risks, if this is outside his area of responsibility.

The tour operator's obligation to prepare the trip carefully and to carefully select the persons and companies responsible for the provision of the individual travel services remains unaffected.

### **5. Legal basis for disruptions**

#### **5.1. warranty**

The customer has a warranty claim in case of non or insufficient performance. The customer agrees that the organiser, in lieu of his claim for conversion or price reduction provides a faultless performance or improves the defective performance within a reasonable period of time.

Remedies can be made in such a way that the defect is remedied by providing or an equivalent or higher equivalent replacement service, which also finds the express satisfaction of the customer.

#### **5.2. compensation**

If or his assistants culpably violate the obligations incumbent upon them from the contractual relationship, the organisers are obliged to compensate the customer for the resulting damage.

Insofar as the tour operator is responsible for persons other than his employees, he is liable - except in cases of personal injury - only if he does not prove that they are neither intentional nor grossly negligent.

Except in the case of intent and gross negligence, the tour operator shall not be liable for any unusual items that are taken unless he has previous knowledge of the bringing of such items dependent on the circumstances. It is therefore recommended to the customer not to take any items of special value. Furthermore, it is recommended to keep these objects safe.

#### **5.3. Notification of any shortcomings**

The customer must immediately notify a representative of the organiser of any failure to fulfil the contract, which he determines during the trip. This presupposes that everything has been clear to him and a written agreement can be reached at any time without significant effort. The omission of this communication does not change any warranty claims from the customer described under 5.1. It can however be credited to him as contributory negligence and thus diminish his eventual claims for damages. However, the organiser must have informed the customer in writing either directly or through the intermediary of this

notification obligation. Likewise, the customer must also have been informed at the same time that an omission of the notice does not affect his warranty claims, but it can be counted as contributory negligence. If necessary, in the absence of a local representative, either inform the respective service provider (eg hotel, airline) or the organiser directly about deficiencies and demand remedial action.

#### **5.4. Liability law special laws**

The organiser is liable for air travel, inter alia, according to the Warsaw Convention and its additional agreement, on rail and bus travel under the Railway and Motor Vehicle Liability Act.

#### **6. Assertion of any claims**

In order to facilitate the assertion of claims, the customer is recommended to be given written confirmations about the non-performance or inadequate performance of services or to secure receipts, evidence, witnesses.

Warranty claims of consumers can be asserted within 2 years.

Claims for damages expire after 3 years.

It is advisable in the interest of the traveller to assert claims immediately upon return from the journey directly to the organiser or through the intermediary travel agency, as difficulties of proof can be expected with a delayed claim.

#### **7. Resignation from the contract**

##### **7.1. Resignation of the customer before departure**

###### **a) Cancellation without cancellation fee**

Apart from the legally granted rights of withdrawal, the customer may, without the organiser having any claims against him, withdraw in the following cases occurring before the start of the service:

If essential components of the contract, including the travel price, are changed considerably.

In the case that the intended purpose or character of the travel event changes, or, one in accordance with Section 8.1. the increase of the agreed travel price by more than 10 percent.

The organiser is obliged to explain the contract amendment to the customer either directly or through the intermediary travel agency without delay and to inform him about the existing choice either to accept the contract amendment or to resign from the contract; the customer must exercise his right to vote without delay.

If the organiser is at fault for the occurrence of the event entitling the customer to withdraw, the organiser is obliged to pay the damages.

###### **b) the right to compensation**

The customer can, if he cancels according to paragraph a) In addition have to the right to choose, the customer is also entitled to compensation for non-performance of the contract, unless the cases of 7.2. come to fruition.

###### **c) Cancellation with cancellation fee**

The cancellation fee is a percentage of the travel price and is based on the amount of time between the cancellation and departure date. The travel price or flat rate is the total price of the contractually agreed service.

The customer is in all cases not mentioned under paragraph a) to make a case against payment of a cancellation fee when withdrawing from the contract. In these cases of inadequacy, the cancellation fee can be moderated by the court.

The following cancellation rates are worked out per person:

- until the 30th day before departure: 10%
- from 29th to 20th day before departure: 20%
- from the 19th to the 10th day before departure: 50%
- from 9th to 4th day before departure: 65%
- from 3rd day before departure: 85%.

#### **Cancellation**

When withdrawing from the contract it is to be noted: The customer (client) can always tell the travel agency where the trip was booked, that he wishes to withdraw from the contract. The cancellation of the contract (cancellation of the trip) is only possible in writing by email to [office@snowsports.at](mailto:office@snowsports.at) prior to departure.

#### **d) No show**

No-show occurs when the customer misses the departure because he is lacking in the will to travel or if he misses the departure due to a negligence on his part or due to a circumstance that has befallen him. If it is clarified that the customer cannot or does not want to use the remaining travel service, he has to pay 85 percent of the travel price.

In the case of inadequacy of the above sentences, these may be judged by the court on a case-by-case basis.

#### **7.2. Protection of the paid travel amount by "Europäische Reiseversicherung AG"**

By paying an insurance premium immediately with the travel booking, cancellation insurance is issued with the "Europäische Reiseversicherung AG", Kratochwjlestraße 4, A-1220 Vienna.

#### **Travel cancellation and travel cancellation insurance with 'Complete Protection'**

The insurance includes:

- Cancellation: Cancellation costs when not travelling / attending
- Disruption of travel: unused travel services, additional return travel costs
- Delay protection: transfer protection, delayed arrival
- Luggage: damage or loss, baggage delay
- Search and recovery: search and recovery costs
- Medical services abroad and transport home: outpatient treatment, inpatient treatment, transport home
- Travel personal liability: property damage and personal injury
- Assistance in case of imprisonment or imprisonment abroad: Advance lawyer fee

The insurance premium on the amount insured depends on the travel price. For more information on the cancellation insurance with the "Europäische Reiseversicherung AG" can be found under the following link:  
[https://service.europaeische.at/doc/de/Gesamtinformation\\_KomplettSchutz-AIO-KS\\_2018-DE-002.pdf](https://service.europaeische.at/doc/de/Gesamtinformation_KomplettSchutz-AIO-KS_2018-DE-002.pdf)

Examination fees for retake exams cannot be secured.

### **7.3. Resignation of the organiser before the start of the journey**

a) The organiser will be released from the contract if a prespecified minimum number of participants is not reached and the customer has been notified in writing of the cancellation within the time limits specified here:

- until the 20th day before departure for journeys of more than 6 days,
- until the 7th day before departure for journeys of 2 to 6 days,
- up to 48 hours before departure for day trips.

If the organiser encounters non-compliance with the minimum number of participants beyond slight negligence, the customer may demand damages; this is a flat rate according to the amount of the cancellation fee. The assertion of damage exceeding this amount is not excluded.

b) The cancellation is due to force majeure, unforeseeable circumstances due to unusual and unpredictable events to which the person has no influence and whose consequences could not have been avoided despite due diligence. However, this does not include the overbooking, but state orders, strikes, war or war-like conditions, epidemics, natural disasters, etc.

c) In cases a) and b), the customer receives back the amount paid. The right to vote according to 7.1.b, 1st paragraph is due. There can be no compensation for any expenses incurred. Paid-in travel contributions and examination fees will be fully refunded in the event of cancellation.

### **7.4. Resignation of the organiser after commencement of the journey**

The organiser is then exempted from the performance of the contract if the customer, as part of a group travel, disturbs the implementation of the trip by grossly improper conduct, regardless of a warning. In this case, the customer, if he is at fault, is obliged to compensate the organiser for compensation.

## **8. Changes to the contract**

### **8.1. Price changes**

The organiser reserves the right to increase the travel price confirmed with the booking for reasons that are not dependent on his will, if the travel date is more than two months after the conclusion of the contract. Such reasons shall be limited to changes in transport costs, such as fuel costs, charges for certain services, such as landing fees, ports of embarkation or disembarkation at airports and corresponding airport charges or the exchange rates applicable to the travel event concerned. For a price reduction for these reasons, this is to pass on to the traveller.

Within the two-month period, price increases can only be made if the reasons for this have been negotiated in detail at the time of booking and noted on the booking slip.

From the 20th day before the departure date, there is to be no price change.

A price change is only permissible if an exact specification for the calculation of the new price is provided and the agreed conditions are met. The customer must be informed immediately about price changes and their circumstances. If the price of the tour changes by more than 10 percent, the customer can withdraw from the contract without a cancellation fee (see section 7.1.a.).

### **8.2. Changes in service after commencement of travel**

- In case of any changes, which are the responsibility of the organiser, the regulations as shown in section 5 apply (legal basis for performance disruptions).
- If, after departure, a significant part of the contractually agreed services is not provided or cannot be provided, the organiser shall take reasonable precautions without paying additional fees so that the tour event can continue. If such arrangements cannot be made or if they are not accepted by the customer for valid reasons, the organiser may have to provide for an equivalent possibility without additional charge, with which the customer is transported to the place of departure or to another place agreed with him, Incidentally, the organiser is obligated to help the customer in case of non-performance or inadequate fulfilment of the contract in order to overcome any difficulties.

## **9. Providing information to third parties**

Information about the names of the participants and the whereabouts of travellers are not given to third parties, even in urgent cases, unless the traveller has explicitly requested information. The costs arising from the transmission of urgent messages are borne by the customer. It is therefore recommended that travel participants inform their relatives exactly where they will be.

## **C. Methods of Payment**

Payments on the booked trip must be made as follows: A down payment (20% of the total price) must be made at the same time as the booking. The balance is to be paid no later than 20 days prior to departure without further request. For travel bookings made less than 20 days before the start of the journey, the total price is due to be paid immediately. Examination fees for retake exams are due in full immediately.

### **1. Bank charges**

Austrian bank charges are at the expense of Snowsports GmbH, the (foreign) bank charges in the country of the customer are at his expense.

## 2. Payment options

If a trip is booked at [www.snowsports.at](http://www.snowsports.at), there are various ways to pay. The following options are available:

1. "Sofort Überweisung"
2. Credit Card: Visa and Mastercard
3. iDeal
4. Alipay

## 3. Bank account

Payments must be made directly into the following bank account:

Bank: Bank Austria  
Name: Snowsports GmbH  
IBAN: AT98 1200 0516 0100 7608  
BIC: BKAUATWW

## 4. Reminder and damages

In the case of a non-timely or incomplete down payment or final payment, Snowsports GmbH reserves the right to declare withdrawal from the contract and demand compensation in accordance with the cancellation rates.

## D. Personal data

The personal information provided to us will be processed and used electronically, as far as it is necessary for the establishment, implementation or termination of the travel contract and for customer service. The provisions of the GDPR are complied with in the collection, processing and use of personal data. Further information can be found in the privacy policy.

## E. pictures

Travelers agree and consent to photos and photographs of individuals or groups being taken during a trip by Snowsports GmbH contributors for purposes of illustration in print or electronic media (the Internet) and documentation of travel activities. In the case of the publication of such photographs, the travel participants have no financial, copyright or data protection claims. Travel participants are aware that the photos and photographs may also be used for commercial purposes and expressly agree to this.

## F. In addition, the following conditions apply to training courses for ski instructors or snowboard instructors

### 1. Illness / injury during a training course

In the case of illness or injury between day 1 and day 5 of a training course, a 30% discount on the course fee will be granted on a new booking (only if a medical confirmation from the training course location is presented). A refund of the cost of the lift ticket with medical confirmation is to be carried out independently by the lift company. There is no refund for proportionate hotel costs.

### 2. Rebooking travel

On the request of the customer, a change of the date, the accommodation or of individual services is carried out up to the 30th day before departure (subject to the availability). In addition to the newly resulting travel price, a fee of € 30 will be deducted.

### 3. Insurance

Skiing and snowboarding are risky sports where injuries can happen. For sufficient health, accident, liability and travel cancellation insurance, each participant has to take care of this themselves. The travel prices do not include insurance. A specific insurance policy is strongly recommended!

One reason why we strongly recommend specific insurance is that these training courses fall into the category "professional event" which, in our experience, could nullify the cover from some insurance companies. (eg ÖSV, Alpenverein, Snowsports Academy member insurance etc.).

### 4. Disclaimer

Neither the organizer nor the trainers, coaches, supervisors, guides, except in the case of gross negligence or intent, are liable for accidents and damage to persons or property that arise to the participant or third parties. Lack of accident or liability insurance lies exclusively in the risk area of the participant. Skiing and snowboarding are risky sports where accidents and injuries can happen.

### 5. Examinations

The ski or snowboard instructor examinations are carried out by the Vienna Ski and Snowboard Instructors Association (Wiener Ski- und Snowboardlehrer Verband) in accordance with the provisions of the Vienna Provincial Law. After successful completion of the exam, an Austrian ski or snowboard instructor qualification is acquired.

#### 5.1 Validity of the qualification

If you would like to work as a ski or snowboard instructor in Austria, we would point out that some ski schools or ski instructor and snowboard instructor associations only recognise a qualification in German. If the goal is to work in Austria, we recommend that you take the exam in German. If you still want to do the exam in English, we recommend you clarify with the respective state authority in which you want to work, if your education will be recognised. Snowsports GmbH and the Snowsports Academy (Vienna Ski and Snowboard Teachers Association) will not be held liable for the recognition of the training.

**G. Offer of accident insurance for EUR 25.00**

It is possible to take out accident insurance for EUR 25.00 (including helicopter rescue) for the duration of the course. The contracting party is UNIQA Österreich Versicherungen AG, A-1029 Vienna, Untere Donaustraße 21. The insurance only covers such accidents within the framework of the travel program, the ski / snowboard instructor training and the direct route to and from the training location.

**Sums insured:**

- Permanent disability 400% EUR 35,000.00  
Maximum EUR 140,000.00
- Accident costs EUR 2,000.00

**Progression 25 - 400% (compact)**

According to Art. 7 pt. 5 / 5.1 of the 'Klipp & Klar' conditions 2012 we make

- up to 25% of the degree of disability - linear benefit
- for the part of the degree of disability exceeding 25% but not exceeding 50% double the benefit
- for the part of the degree of disability exceeding 50% but not exceeding 90% 3 times the benefit
- From a degree of disability of 91%, 400% of the sum insured will be paid

**Premium-free additional services**

- **Rescue costs**  
Insured are the rescue costs (including helicopter rescue) up to EUR 15,000.00 according to Art. 14, Point 2 of the 'Klipp & Klar' Conditions for Accident Insurance 2012.
- **Instant payout**  
After an accident-related uninterrupted hospital stay of 11 days, EUR 1,500 will be paid out in advance for any DI service. If no persistent invalidity remains, the amount is not reclaimed.
- **Cosmetic operations**  
Up to EUR 10,000, - UNIQA covers the costs of cosmetic surgery if its necessity was caused by an accident.
- **Rehabilitation package**  
If a rehabilitation stay is necessary within 6 weeks after an accident-related hospital stay, UNIQA pays a lump sum of 1% of the sum insured for permanent disability.
- **Accidents due to heart attack and stroke**  
According to Article 21, Section 3 of the 'Klipp & Klar' Conditions for Accident Insurance 2012, accidents resulting from myocardial infarction and stroke are also covered.
- **Dislocations, strains, meniscal injuries**  
According to Art. 6, Section 2 of the 'Klipp & Klar' Conditions for Accident Insurance 2012, limb dislocations as well as strains and lacerations of muscles, tendons, ligaments and capsules as well as meniscus injuries on limbs and spine are covered.
- **Transfer and funeral expenses**  
In addition, we also reimburse the costs of the transfer of the person who died as a result of an accident to his last place of residence, as well as the cost of the funeral up to 5% of the insured sum agreed upon in the event of death, up to a maximum of EUR 7,000.00
- **Traditional Chinese Medicine (TCM) as part of the accident costs**  
We also cover the costs of an accident-related treatment - up to 30% of the sum insured for traditional Chinese medicine. For acupuncture, acupressure, Chinese pharmacology, Tuina and Shiatsu. Even without a doctor's prescription.