

## **Our terms and conditions**

### **1 Scope of Application of the General Terms & Conditions**

1.1 For business relationships between the Skischule Kitzbühel Rote Teufel, Tiroler Skischule Kitzbühel Rote Teufel Ernst Hinterseer and the course participant (hereafter referred to as "Customer") the most recent version of the these General Terms and Conditions (hereafter referred to as "GTC") shall apply. The most recent version of the GTC shall be deemed the one in effect on the date of the respective booking.

1.2 The subject of contract is the provision of services, in particular giving ski lessons and guiding and accompanying ski tours (as defined in Section 1 para. 1 T-SSG 1955 (Tyrolean Ski School Law) and related activities (hereinafter referred to as "Courses"). Also included are any childcare services and related services (e.g. meals for children).

1.3 Provisions deviating from these GTC, are only valid upon express written agreement between the Skischule Kitzbühel Rote Teufel and the Customer. Contradictory Terms and Conditions of the Customer have no effect on their business relationships.

### **2 Conclusion of Contract**

2.1 Course registrations received by the Skischule Kitzbühel Rote Teufel, which may be made by telephone, e-mail, Onlineshop or other means of remote communication, represent a legally binding offer to the Skischule Kitzbühel Rote Teufel to conclude a contract for the services offered by the Skischule Kitzbühel Rote Teufel. The Skischule Kitzbühel Rote Teufel will send an order confirmation to the Customer based on such an offer. A contractual relationship between the Skischule Kitzbühel Rote Teufel and the Customer shall only come into existence with the transmission of this order confirmation.

2.2 A declaration by the Customer to an employee of the Skischule Kitzbühel Rote Teufel to want to make use of the services of the Skischule Kitzbühel Rote Teufel constitutes a legally binding offer to the Skischule Kitzbühel Rote Teufel to conclude a contract. A contractual relationship between the Skischule Kitzbühel Rote Teufel and the respective Customer only comes into being with the payment of the desired service and the issue of a payment receipt.

2.3 The Skischule Kitzbühel Rote Teufel is not obliged to inform the Customer of the rejection of course registrations. If registration is not confirmed by the Skischule Kitzbühel Rote Teufel within a period of 2 (two) weeks of receipt, the Customer's offer is in any case deemed rejected.

2.4 The booking confirmation and/or the payment receipt serve as proof for the use of the booked service and must be presented by the Customer to the respective course instructor at the beginning of the Course.

### **3 Right of withdrawal when concluding a contract by telephone, web form or e-mail**

3.1 The services offered are a "recreational service" within the meaning

of the act on distance and off-premises contracts (Fern- und Auswärtsgeschäfte-Gesetz (FAGG)).

3.2 There is no right of withdrawal for recreational services according to Section 18 para 1 line 10 FAGG.

#### **4 Right of Withdrawal**

4.1 The Customer is entitled to withdraw from the contract unilaterally and without further obligation, in particular without the obligation to pay a price or a cancellation fee, under the following conditions in writing (e-mail is sufficient).

4.2 In the case of private Courses, withdrawal is permitted up to 14 days before the first day of the start of the service at the latest without any further obligations on the part of the Customer.

4.3 In the case of group Courses (meaning that the customer has booked a group course; not meant are bookings for groups of people), withdrawal is permitted without any further obligations on the part of the customer at the latest 14 days before the first day of the start of the service.

4.4 In group Courses, in the case of illness or accident before or during the Course, which makes participation in the booked service impossible, withdrawal is also permitted for the period from the occurrence of the impediment, if the Customer presents a medical certificate (without stating the diagnosis) to the Skischule Kitzbühel Rote Teufel within 3 days. If the Customer is injured during the Course, the confirmation must be issued by a doctor practicing at the holiday resort or the treating hospital. The Skischule Kitzbühel Rote Teufel will either issue a credit note for the proportionate remuneration or pay the proportionate remuneration back to the customer within 21 (twenty-one) days at the Customer's choice.

4.5 The time of receipt of the letter of withdrawal by the Skischule Kitzbühel Rote Teufel is decisive for compliance with the deadline. In order to meet the respective deadline, the letter of withdrawal must be received by the Skischule Kitzbühel Rote Teufel at the latest at 11:59 p.m. before the deadline expires. Transmission errors and the like are at the expense of the Customer.

4.6 In all other cases the Customer is not entitled to withdraw from the contract without the express, written consent of the Skischule Kitzbühel Rote Teufel and is obliged to pay the full fee. This also applies in particular to the case of non-appearance or late appearance on the scheduled date.

4.7 The Skischule Kitzbühel Rote Teufel is entitled to withdraw from the contract at any time if the Customer's participation in courses is under the influence of alcohol, drugs or medication to such an extent that safe participation can no longer be guaranteed. The same applies if the Customer persistently disobeys the instructions of the Skischule Kitzbühel Rote Teufel, the instructors or the care personnel (see point 9.5). The Customer is not entitled to any compensation in the event of

such a termination of the contract; he is in particular also obliged to pay the full fee.

4.8 In the event of an -also proportional - refund of the fee paid by the Customer to the Skischule Kitzbühel Rote Teufel for whatever reason, the Skischule Kitzbühel Rote Teufel must use the same means of payment for the refund as the Customer used for the processing of his payment. However, the use of another means of refund payment is permitted if this was expressly agreed with the Customer and no costs are incurred by the Customer as a result.

## **5 Impossibility of Performance**

5.1 If it is not possible to conduct a Course for safety reasons (e.g. weather conditions, danger of avalanches, etc.), the Skischule Kitzbühel Rote Teufel is not obliged to carry out the Course. It is solely at the reasonable discretion of the Skischule Kitzbühel Rote Teufel to assess the impossibility to conduct the Course, whereby a partial impossibility – e.g. no ski instruction is possible on three of five days – does not affect the fulfilment of the possible part of the Course.

5.2 In the case of the (partial or complete) impossibility of performance according to point 5.1, the Skischule Kitzbühel Rote Teufel will refund the proportionate payment to the Customer within 21 (twenty-one) days. The Customer is not entitled to any further compensation beyond this.

5.3 Force majeure, in particular epidemics, pandemics, official measures such as closures, other unforeseeable and unavoidable events release the Skischule Kitzbühel Rote Teufel from its performance obligations.

5.4 In the case of (partial or complete) impossibility of performance in accordance with point 5.3, the Skischule Kitzbühel Rote Teufel will either issue a credit note for the proportionate payment or pay the proportionate payment back to the Customer within 21 (twenty-one) days. The Customer has the right to choose. The Customer is not entitled to any further claims. A possible right of withdrawal according to Section 10 para 2 "Pauschalreisegesetz" (Package Travel Act) remains unaffected.

## **6 Prices, Terms of Payment, Services**

6.1 All information - in particular the Skischule Kitzbühel Rote Teufel price lists of the on the Internet, in brochures, advertisements or other information carriers - are not binding for the Skischule Kitzbühel Rote Teufel. The Skischule Kitzbühel Rote Teufel reserves the right to make changes at any time.

6.2 All prices specified in price lists are in EURO (€) and are gross, including any statutory value added tax, unless otherwise stated.

6.3 The Course fee is due upon conclusion of the contract. For online bookings, the Course fee can only be paid by credit card (Mastercard and Visa). Payment directly at the ski school office of the Skischule Kitzbühel Rote Teufel is also possible in cash. All expenses - especially bank charges - in connection with the payment of the Course booked

with the Skischule Kitzbühel Rote Teufel are to be borne exclusively by the Customer. A Customer can only offset with such counterclaims which have been legally established by a court of law or expressly recognised by the Skischule Kitzbühel Rote Teufel.

6.4 Delay in payment commences without further notification from the Skischule Kitzbühel Rote Teufel. In the event that the Customer is in arrears with a payment, the Skischule Kitzbühel Rote Teufel is entitled to charge the Customer the statutory interest on arrears and all additional costs and expenses incurred, in particular collection or lawyer's fees. In the case of open claims, the Skischule Kitzbühel Rote Teufel can offset payments made by the Customer against the Customer's open claims, irrespective of any allocation by the Customer. In the case of non-payment of a claim, all other claims against the customer are also due immediately.

6.5 If the Skischule Kitzbühel Rote Teufel declares its withdrawal from the contract for a private Course in accordance with point 4.9, the Course is to be discontinued or cancelled immediately. The Customer must reimburse the Skischule Kitzbühel Rote Teufel for all expenses in this connection.

6.6 If the Skischule Kitzbühel Rote Teufel declares its withdrawal from the contract in the case of group Courses, the Course will take place as planned with the remaining participants with whom the contract has not been terminated. As of the time of declaration of withdrawal from the contract, no liability of any kind is assumed for the actions of the participant with whom the contract has been terminated.

6.7 The place of fulfilment of all obligations to be fulfilled by both the Skischule Kitzbühel Rote Teufel and the Customer is A-6370 Kitzbühel / Austria.

## **7 Provision of Services**

7.1 The Skischule Kitzbühel Rote Teufel reserves the right to change the meeting point of the Courses at short notice. In such cases the Customers will be informed by the Skischule Kitzbühel Rote Teufel.

7.2 The Customer must arrive at the meeting point ("Sammelplatz") of the Skischule Kitzbühel Rote Teufel or at another location in the ski school area named by the Skischule Kitzbühel Rote Teufel in good time before the start of the Course.

7.3 The Skischule Kitzbühel Rote Teufel reserves the right to exclude the Customer from the lesson at its own discretion in the event of clear signs of infectious diseases which could pose a risk to other Course participants as well as instructors and support staff. In such cases, the Customer may choose between the proportionate reimbursement of a payment already made or the issue of a corresponding credit note.

7.4 The Skischule Kitzbühel Rote Teufel undertakes to employ qualified teaching or childcare personnel for the respective service in accordance with the Tyrolean Ski School Law.

7.5 In connection with the Courses offered, the Skischule Kitzbühel Rote Teufel does not guarantee success of any kind, eg reaching a certain level of skiing-skills.

## **8 Limitation of Liability / Insurance**

8.1 The Skischule Kitzbühel Rote Teufel – with the exception of personal injury - is not liable for damage, as long as the damage is not the result of wilful or grossly negligent behaviour of the Skischule Kitzbühel Rote Teufel itself or a person attributable to it and the behaviour causing the damage does not concern the main obligations from the concluded contract.

8.2 The Skischule Kitzbühel Rote Teufel accepts no liability for damage which the Customer inflicts on himself or other persons or is inflicted on him by them during the execution of the agreed service through no fault of the Skischule Kitzbühel Rote Teufel.

8.3 Irrespective of culpability, the Skischule Kitzbühel Rote Teufel is not liable for lost profits, pure financial losses and consequential losses, insofar as these exceed 3 (three) times the service fee.

8.4 The Customer is advised that in the case of injury not wearing a ski helmet can constitute contributory negligence on the part of the Customer. Therefore the Customer is advised to wear a ski helmet and to have with him any further safety equipment recommended for the respective booked service (e.g. avalanche transceiver for skiing in open terrain). Ski helmets and safety equipment generally reduce the risk of injury.

8.5 The practice of snow sports is associated with numerous risks and, especially on ski tours or downhill runs in open terrain, there is an increased risk of injury or even death, especially from avalanches, which cannot be completely excluded.

8.6 The Customer acknowledges that rescuing skiers from slopes or open terrain often involves high costs. The Customer is therefore recommended to take out appropriate insurance, especially as the Skischule Kitzbühel Rote Teufel is not liable for rescue and flight rescue costs, unless the Skischule Kitzbühel Rote Teufel or a person attributable to it has brought about these rescue and/or flight rescue costs through wilful or grossly negligent behaviour.

## **9 Conditions of Participation and Obligations of the Customer**

9.1 Before the start of instruction, the Customer must truthfully and comprehensively inform the Skischule Kitzbühel Rote Teufel about his abilities and experience in skiing and must himself ensure that his equipment corresponds to current standards of skiing technology and the external conditions.

9.2 Before the start of instruction, the Customer must inform the Skischule Kitzbühel Rote Teufel of any health complaints, which could impair his physical ability.

9.3 Furthermore, the Customer undertakes not to take part in the Course in the event of feverish infections, contagious illnesses or

sickness associated with diarrhoea and vomiting. If the Customer has booked a group Course, he/she may exercise the right of withdrawal provided for in point 4.4 of these GTC on presentation of a medical certificate.

9.4 Before the start of instruction, the Customer must independently arrange for his ski equipment to be checked (in particular binding settings) by a qualified dealer. There will be no inspection by the Skischule Kitzbühel Rote Teufel.

9.5 The Customer must follow the instructions of the Skischule Kitzbühel Rote Teufel. Disregard of instructions and warnings entitles the Skischule Kitzbühel Rote Teufel to withdraw from the contract immediately. This also applies if Customers behave improperly, in particular towards other Course participants.

## **10 Data Protection**

10.1 The Skischule Kitzbühel Rote Teufel is committed to comprehensive data protection and only processes the personal data of a Customer as is legally permissible. Further information on the use of personal data can be found on the website [www.rote-teufel.at](http://www.rote-teufel.at). Skischule Kitzbühel Rote Teufel will also provide this information in printed form at the request of the Customer.

## **11 Other**

11.1 It is expressly stated that ski tickets or ski passes for the respective ski area must be purchased by the Customer at his own expense.

11.2 There are no supplementary verbal agreements to these GTC. Additional agreements of any kind whatsoever, changes or supplements must be made in writing to be valid. This also applies to a waiver of this written form requirement.

11.3 Austrian substantive law shall apply to all disputes arising from legal transactions based on these GTC, to the exclusion of Austrian international private law.

11.4 If the Customer is an entrepreneur or consumer domiciled outside of the area of validity of the Regulation (EU) No 1215/2012 (Brussels Ia Regulation) or the Lugano Convention (therefore all countries with the exception of the EU member states, Switzerland, Norway and Iceland), the competent court at the location of the Skischule Kitzbühel Rote Teufel is agreed as the exclusively competent court for all legal disputes from or in connection with these GTC and/or contracts between the Skischule Kitzbühel Rote Teufel and the Customer regarding the provision of ski school services.

11.5 If the Customer is a consumer residing within the EU or the area of validity of the Lugano Convention, the statutory provision concerning the court of jurisdiction apply.

11.6 If one or more of the provisions of these GTC is/are invalid, such legally valid provisions are expressly agreed between the Skischule Kitzbühel Rote Teufel and the Customer, which come closest to the

economic purpose of the invalid provision. The effectiveness of the remaining provisions is not affected by an invalid provision.

11.7 All rights and obligations from these GTC are transferred to any legal successors of the Skischule Kitzbühel Rote Teufel.