

## Terms and Conditions

Skischule Stuhleck-Stuhleck, Owner: Christian Gatschelhofer, Kaltenbachstraße 12a, 8684 Spital/Semmering Tel.: +433853/764, +43664/2329089, E-Mail: info@skischule-stuhleck.at, Web: [www.skischule-stuhleck.at](http://www.skischule-stuhleck.at)

1. The following General Terms and Conditions apply exclusively to business with the Skischule Stuhleck. Deviating regulations apply only after written agreement. German is agreed as the language of the contract.
2. The contractual partner must inform the Stuhleck ski school truthfully about all relevant relevant things concerning the lessons: Own ability, state of health, other. Appropriate equipment checked for the state of the art and by the specialized company falls is the responsibility of the contracting party. The instructions of the teaching staff are to be obeyed and the Fis rules are to be observed. Failure to do so entitles the Skischule Stuhleck to terminate the contract. We are not liable for accidents. Accident and liability insurance is responsibility of the contract partner.
3. All offers are subject to change. Bookings via the Internet are valid only after written confirmation. The group allocation is carried out by the Skischule Stuhleck. If the number of participants in a group course is less than 5, groups can be combined or lessons groups can be merged or lessons can be reduced.
4. All prices according to the notice in the ski school office are inclusive of statutory value added tax and are in Euro. We are not liable for printing errors in the brochure and on the website. Lift tickets and equipment are not included in the prices. Lessons take place in all weather conditions weather conditions, but if further fulfillment of the contract is not possible due to force majeure or weather conditions is not possible, no refund of the contract price can be made. Cancellation due to illness is possible only on the basis of a medical certificate. Up to 48 hours before the start of the course, the cancellation is free of charge, until 16.30 hrs. of the day before, 50% of the of the price will be charged, after that the full price.
5. Should the Skischule Stuhleck take photos or videos of the course participants during the fulfillment of the course participants, the contract partner expressly agrees to their publication, especially in electronic media of the Skischule Stuhleck.
6. The place of performance is the registered office of the Skischule Stuhleck. Lack of training success is not considered as defective service provision.
7. If individual provisions of these terms and conditions are invalid, this shall not affect the validity of the the validity of the entire legal transaction. An invalid provision shall be replaced by such a provision that comes closest to a valid provision in economic terms comes closest.
8. The place of jurisdiction is the registered office of the Skischule Stuhleck. Austrian law applies under exclusion of exclusion of international private law, as well as the UN Convention on Contracts for the International Sale of Goods.
9. In the event of epidemics, pandemics and associated official measures such as closures of the Ski & Snowboard School, the below mentioned special provisions in connection with COVID 19 (SARS-CoV-2 virus) resp. (CORONA virus).
10. The provisions specific to COVID-19 are summarized in item 11.

### **11. Provisions related to COVID-19 (SARS-CoV-2 virus or CORONAVirus):**

#### **11.1. Obligations and declarations of the customer or course participant:**

The customer is generally aware of the occurrence of the global Covid 19 pandemic and the resulting restrictions are generally known.

In this context, the customer is obligated to inform himself about all possible existing restrictions, rules of conduct and recommendations for action in the region in which the ski in which the Ski & Snowboard School is located. This also includes the applicable COVID-19 regulations for accommodation and cable car operations.

The customer is aware that he/she is already responsible for observing the following such as regular washing of hands with soap and water and other hygiene measures, keeping a distance hygiene measures, keeping at a distance, at most wearing a mouth/nose protection where keeping a distance is not possible or even mandatory, coughing and sneezing into a paper handkerchief or sneezing into a paper handkerchief or the crook of the elbow, and refraining from greetings with physical contact body contact can serve to prevent further spread of the virus through it.

The customer has to follow all corresponding instructions of the Ski & Snowboard School or the Ski Rental, which serve the health safety of the contracting parties. These instructions concern the premises of the Ski & Snowboard School, the meeting point meeting point and all locations visited during the lessons.

The customer also agrees to comply with any instructions and rules of conduct that may be issued by third parties, e.g. lift or cable car operators, accommodation establishments, catering establishments or other establishments and which are communicated by the customer in the connection with the use of the services of the Ski & Snowboard School.

The customer declares that he/she has not had any symptoms of illness typical of COVID-19 symptoms typical of COVID-19 in the 14 days preceding the first session. He also declares that, to the best of his to the best of his knowledge, he has not had any contact with persons infected with COVID-19.

The customer agrees to contact us in the event of symptoms of illness such as dry cough, shortness of breath, loss of sense of taste or smell, sore throat, or fever that occur prior to the start of a class and to classes, to stay away from class and to call the telephone Health Advisory at 1450 for further clarification. clarification. This also applies if the client is concerned about suffering from COVID-19 or any or an illness that has not yet been medically diagnosed.

If relevant symptoms or the fear of being ill with COVID-19 occur during the lessons, the the lesson, the customer will immediately inform the Ski & Snowboard School, so that the customer can be isolated from other persons immediately.

The customer acknowledges that the occurrence of a COVID-19 infection or the infection, even only in another customer of the Ski & Snowboard School, may result in the the fulfillment of the contract by the Ski & Snowboard School must be interrupted and all customers and that all customers participating in the lessons must be quarantined or must be quarantined or have to undergo a COVID-19 test at the customer's own expense. test at the customer's own expense.

The customer acknowledges and agrees that his personal data may be used for the the Ski & Snowboard School ("contact-tracing" in connection with COVID-19).

## **11.2. Special provisions for contractual relationships:**

### **Performance fulfillment is possible for the Ski & Snowboard School:**

If the fulfillment of the contract is possible for the Ski & Snowboard School and the customer does not take part in the lessons, then the above "Cancellation conditions" apply above shall apply mutatis mutandis.

This also applies if the customer cancels his or her participation in the class due to a or feared COVID 19 infection before or during the fulfillment of the contract by the contract performance by the Ski & Snowboard School has to cancel or cancel.

The fulfillment of the services of the Ski & Snowboard School is possible in any case as long as in the skiing area where the Ski & Snowboard School is located, the use of the ski slopes is not use of the ski slopes is not completely prohibited or the operation of the cable car or lift is not is not completely discontinued.

The closure of the accommodation facility possibly used by the customer, closures of third party establishments or the occurrence of infections in third parties in the place or in the region where the Ski & Snowboard School is located does not make it impossible for the Ski & Snowboard & Snowboard School impossible.

The same shall apply to all possible obligations to leave the country or recommendations to leave the country recommendations to leave the country due to corresponding travel warnings or recall actions of for their own citizens, if these were foreseeable or foreseeable for the customer on the basis of the information or should have been foreseeable on the basis of the information obligations incumbent on the customer.

**The fulfillment of the service is not possible for the Ski & Snowboard School in whole or in part:**

In the following cases the corresponding obligation to perform of the Ski & Snowboard School is cancelled for the contract period in whole or in part and the customer receives a later redeemable voucher for a corresponding later lesson period, unless the customer requests in writing the customer does not request in writing the corresponding reimbursement of a fee already paid by him/her requested:

- official closure of operations or generally applicable closures of operations, if the operation of the Ski & Snowboard School is also affected,
- official cessation of operation of all lift and cable car operations, if the operation is absolutely necessary for the fulfillment of services by the Ski & Snowboard School,
- officially ordered quarantine for the whole place or region, where the branch of the Ski & Snowboard School is located, or
- the customer is subject to a mandatory obligation to leave the country imposed by a public authority, if he could not expect it

The obligation of the Ski & Snowboard School to provide services also does not apply if ski or snowboard instructor accommodations used by ski or snowboard instructors of the respective Ski & Snowboard are used, due to one or more there, at ski or snowboard instructor snowboard instructors or third parties, COVID-19 infections have occurred or are feared, by official closures or other health precautions such as quarantine measures or quarantine measures or ordered seclusion, and thereby at least 10% of the number of instructors at the Ski & Snowboard School are absent. The Ski & Snowboard Snowboard School is in particular not obliged to buy in teaching services.

**11.3. Special Liability Provisions:**

The Ski & Snowboard School assumes no liability for all damages and consequential damages or other disadvantages of any kind, which arise or could arise for the customer in connection with the occurrence of COVID-19 infections arise or could arise.

This shall also apply in particular if the customer should become infected during the provision of the contract services or if an infection should have originated from the Ski & Snowboard precautions should have emanated from the Ski & Snowboard School.

If the service provision for the Ski & Snowboard School is not possible for one or more of the reasons listed above, the Ski & Snowboard School is not liable for any damages or consequential damages Snowboard School for all damages and consequential damages or other disadvantages that may occur on the side of the side of the customer (e.g. loss of vacation enjoyment, any frustrated expenses, any costs in connection with the arrival and departure, any costs and disadvantages of any kind in connection with a voluntary or compulsory premature early termination of the stay or an early departure in connection therewith, of the accommodation departure, deposits not received back from accommodation establishments or third parties or deposits or cancellation fees to be paid, any costs in connection with forfeited lift tickets, costs for lift tickets, costs for COVID-19 tests or other health-related measures, all conceivable additional measures, all conceivable additional disadvantages of any kind, etc.), are excluded in any case. excluded.

If the provision of services is possible for the Ski & Snowboard School in whole or in part (cf. corresponding provisions above) and if the customer must cancel the lessons due to a or feared COVID-19 infection before or during the fulfillment of the contract by the Ski & Snowboard contract fulfillment by the Ski & Snowboard School, then point 4. Cancellation conditions.

**11.4.** The Ski & Snowboard School reserves the right to take the temperature of each client before the beginning of each course or at the beginning of each course day. In case of temperature, fever or other clear signs of contagious diseases such as COVID-19, the ski school may, at its discretion, exclude the client from the lessons.

In such cases, the customer shall be entitled, at its option, either to a pro-rata refund of any payment already made or to the issue of a corresponding credit note.

## **12. online bookings, bookings by e-mail, telephone or on site**

12.1. The term “trainer lesson” is used as an umbrella term for all bookable options at the Skischule Stuhleck for ease of wording (one or more private lessons for adults and/or children; one or more courses for adults and/or children)

12.2. If a trainer lesson is booked online, the hirer also agrees to the electronic transmission of invoices via e-mail to the e-mail address provided by him/her, as well as to the right of revocation shown on the booking website and the data protection declaration stated there.

12.3. The Stuhleck Ski School reserves the right to cancel bookings at any time without giving reasons.

12.4. When booking coaching lessons, the following cancellation conditions apply to the customer (regardless of the reason for cancellation):

Refunds of the original booking price (in %) before the start of the trainer lesson:

>48 hours before → 100 %

>24 hours before → 50 %

<24 hours before → 0 %

Cancellation must be made by e-mail to [info@skischule-stuhleck.at](mailto:info@skischule-stuhleck.at) or by telephone to +433853 764 or +436642329089 and is only valid if the Skischule Stuhleck confirms the cancellation. The Stuhleck Ski School reserves the right to collect cancellation fees by electronic mail.

12.5. Payment for the trainer lesson shall be made in advance using one of the means of payment provided by Skischule Stuhleck.

12.6. A training session always starts on the hour and lasts 50 minutes.

12.7. In order to be able to use the full length of the coaching lesson, the customer must arrive at the ski school office at least 20 minutes before the start of the coaching lesson and pay for the lesson. If additional rental equipment is booked at the Stuhleck ski rental shop, the customer must arrive at the ski school office at least 40 minutes before the start of the coaching lesson and pay for the lesson.