General Terms and Conditions
of the ski and snowboard schools in Salzburg

These general terms and conditions apply to all ski and snowboard schools in Salzburg.

1. In general:

Unless otherwise agreed explicitly, the present general terms and conditions apply to all legal transactions and contractual relationships concluded between the ski and snowboard schools in Salzburg and their customers as contracting parties. The object of the ski and snowboard schools in Salzburg is the operation and management of snow sports schools in terms of skiing and snowboarding schools. This includes services of teaching the skills and knowledge of snow sports, especially those of skiing and snowboarding (both, however, without guarantee of training success), as well as guiding and accompanying while exercising snow sports, especially skiing and snowboarding.

2. Reservation, offer, confirmation of order, completion of a contract, online price enquiry, and prices:

Reservations for single and group lessons can be made personally on-site, via the internet, by phone, or by fax.
Offers of the ski and snowboard schools in the province of Salzburg are subject to alteration.
The written confirmations of the ski and snowboard schools alone are relevant for the acceptance of the reservation and the scope of services. Verbal subsidiary agreements or subsidiary agreements by phone only apply upon a written confirmation by the ski and snowboard school.
In the case of on-site reservations (single or group classes), a contractual relationship is constituted only upon purchasing or receiving the necessary class ticket. The same applies for reservations using distance communication instruments, where the necessary class ticket ought to be picked up by the customer in advance of the service delivery. In all cases, the class rates have to be fully paid before the classes commence, in order to receive the class ticket.
All prices expressed by the ski and snowboard schools in Salzburg are denominated in EURO, and, unless otherwise agreed, including VAT. All information on the price lists is subject to change. The company may not be held liable for any printing errors.

3. Terms of payment:

Unless otherwise agreed, a deposit of at least 50% of the invoice total has to be made for contracts agreed via internet, fax, or other distance communication instruments, and concerning single or group classes, immediately after receiving the written confirmation of your order. This deposit must reach the respective ski and snowboard school's bank account and be received by them at least three working days before the provision of services. The remaining amount must be paid before the provision of services.
If explicitly, and in individual cases, agreed in written form with the respective ski and snowboard school in Salzburg, the full amount of the course fees can be paid in cash immediately before the start of the service, either directly to the skiing instructor, or to a person authorized to accept the course fees by the Salzburg ski and snowboard schools.
For contracts to be closed at the place of performance, the fees for the services to be rendered have to be paid before the course commences, in the respective ski and snowboard school's office in cash or using a standard electronic payment method.
In case of default in payment, the ski and snowboard schools in Salzburg are authorized to demand the legal default interest from the contracting party.

4. Online offers and online reservation:

All services provided by ski and snowboard schools in Salzburg that are performed due to online enquiries and online bookings using the internet or other online services, are subject to the following terms and conditions.

4.1. Content of the online offers:

The ski and snowboard school/ the ski and snowboard rental company (henceforth called “the author”) assumes no liability to the actuality, correctness, completeness, or quality of the information provided. No claims for compensation can be made to the author, concerning any damages of material or sentimental value, caused by using, or not using, the information provided, or using erroneous and incomplete information, as long as there is no demonstrably serious fault lying with the author.
All offers are non-binding and subject to change. The author is reserved the right to change parts of the website or the whole offer without special announcement, to supplement, to delete, or cease the publication temporarily or permanently.

4.2. References, links:

The author cannot be held liable for any direct or indirect references to external Websites (“Links”) lying outside the author’s area of responsibility, except the author has provably gained knowledge of illegitimate content on the websites in question before the respective linking, and has afterwards culpably failed to prevent or prohibit usage of these illegitimate content by third parties, provided that this is technically possible and reasonable for the author.
The author states expressively that no illegitimate content has been recognizable and familiar on the linked websites at the time of linking. The author has no opportunities to influence the present and future design, content, or authorship of the linked and connected websites. The author dissociates himself from all content of all linked websites that have been changed after the linking has taken place. This applies to all links and references within the online offer, as well as to all external entries in guest books, discussion forums, mailing lists etc. established by the author.
Solely the owner of the referenced website can be held liable for illegal, erroneous, or incomplete content and especially damages resulting from using or not using such information; however, the party referencing to the respective publication via links cannot be held liable.

4.3. Copyright and sign protection

The author is anxious to follow the copyright regulations of graphics, audio documents, video sequences, and text passages in use, to utilize self-made graphics, audio documents, video sequences, and text passages, or to resort to license-free graphics, audio documents, video sequences, and text passages in all publications.
All brands and trademarks mentioned within the website and, as the case may be, protected by third parties, are subject to the terms of the respective trademark law, other relevant legislation, and the registered proprietors’ rights of ownership. From mere mentioning, it may not me reasoned that trademarks are not rightfully protected by third parties.
The copyright of published, self-made objects by the author lies solely with the author of the respective website. Reproduction or usage of such graphics, audio documents, video sequences, or text passages in other electronic or printed publications is not permitted unless the author explicitly agrees.

5. Conditions of participation:

The contractual partner is obliged to report his/her experience and skills of snow sports, especially skiing and snowboarding, to the Salzburg ski and snowboard school comprehensively and truthfully in advance of the beginning of the class. The contractual partner has to take care of and account for a winter sports equipment of suitable, state-of-the-art snow sports technology, especially of skiing- and snowboarding-technology, and appropriate to the external conditions on his/her own. He/she is also obliged to inform the Salzburg ski and snowboard school about his/her state of health and possible ailments which might affect exercising the snow sports, or which might get acutely severe while exercising this sports.
In advance of the class, the contractual partner is obliged to have the equipment checked technically,

especially the ski and snowboard equipment and the binding, by a specialist and self-reliantly. The respective ski and snowboard school in Salzburg can never be held liable for damages of any kind originating from a non-professional or insufficient test, adjustment, or maintenance of the equipment. Every contractual partner is responsible for the technical safety and freedom of defects of his/her own equipment and has, therefore, to account for the resulting damages on his/her own. Particularly, the ski and snowboard school is able to prohibit the contractual partner to participate in the class, if he/she has technically dangerous or erroneous equipment, until the contractual partner has arranged the correction of the defect, without being eligible for a reduction of fees for missed classes.
The classification as well as the assessment according to the skills of the contractual partner for the classes is done by the Salzburg ski and snowboard school. Should a reassessment of a participant to a lower grade of skills be necessary, the contractual partner has to obey this decision. Otherwise, the ski and snowboard school of Salzburg has the right to terminate the contract immediately, without the contractual partner being able to reclaim the fees, because of having behaved contrary to the contract.
Instructions of the Salzburg ski and snowboard school are to be strictly and precisely obeyed by the contractual partner. Any violation of instructions and warnings authorize the Salzburg ski and snowboard school to terminate the contract immediately. Moreover, impairments of the contractual partner due to alcohol and/or drug abuse authorize the ski and snowboard school to terminate the contract immediately, too. In all these cases, the contractual partner has no right to reclaim the fees paid.
Should the number of participants in group classes be reduced to less than 5 persons, the ski and snowboard schools are reserved the right to merge groups or to reduce the training hours respectively.

6. Accountability regulations:

The contractual partner is strongly advised to take out a health, casualty, liability, and foreign health insurance. According to the legal regulations, the ski and snowboard schools in Salzburg are only liable for damages which are associated with the activity of the ski and snowboard schools in Salzburg and which have been caused deliberately or grossly negligently. The respective liability insurances exist on the part of the ski and snowboard schools in Salzburg. Furthermore, the respective ski and snowboard school cannot be held liable, if the contractual partner suffers injuries or damages, or causes damages of any kind, because of neglecting instructions, FIS piste-rules, other legal directives, or terms of the present business conditions.

7. Complaint:

The contractual partner has to announce possible complaints and reclamations immediately to the respective ski and snowboard school’s office, in order to enable swift remedial actions and to enable further performance of the services. Should the contractual partner not exercise his/her right of complaint without hesitation, or until the end of the service, no claims to a reduction of the fees can be considered. Other claims against the ski and snowboard schools are to be argued and reasoned in written form four weeks after occurrence or awareness at the latest.

8. Cancellation:

For single classes, cancellation without cancellation charge is possible until the previous day, 5 p.m. (17.00 o’clock). If the cancellation happens at any later point of time, the ski and snowboard school in Salzburg is authorized to charge the fees as arranged to the extent of a full daily rate, or, in the case of a half-day reservation or an hourly reservation, the according rate of the half-day or hourly rate.
For group classes, a payback of already paid fees is only possible in the case of an accident or of sickness on presentation of a medical certificate of a local physician. The amount to be paid back will be recalculated on the basis of the service actually provided over this period of time. The total amount will, therefore, be reduced; however, the daily rate can rise. No payback is made when participants fail to appear to the agreed class or in the case of resignation during the service.
In the case of cancellation of classes caused by the weather (act of nature beyond control), the fees cannot be paid back by the ski and snowboard school in Salzburg.
The course fees do not include costs for the usage of the ski lift facilities. The class participant as contractual partner bears all costs for the usage of all ski lifts. The ski and snowboard school in Salzburg does not compensate for any cancelled classes due to a malfunction or breakdown of the ski lift facilities.

9. Safety:

The participant's attention is expressively drawn to the fact that, according to the Salzburg sports law 1988, LGBI Nr. 98/1987, children and juveniles until 15 years of age are obligated to wear a ski and snowboard helmet according to the Austrian standard ÖNORM EN 1077:2007 in the exercise of any alpine ski and snowboard sports. Moreover, participants have to make themselves familiar with the content and the practice of the common FIS piste rules and to obey these.

10. Place of jurisdiction, place of performance, choice of law:

Place of performance is the place of settlement of the ski and snowboard school/ of the ski rental agency. For all civil disputes resulting from the contractual relationship, the court which has jurisdiction ratione loci and ratione materiae, in the place of settlement of the ski and snowboard school/ the ski rental agency, is responsible. The Austrian law applies. Contract language is German.

11. Validity:

Should single clauses in these general terms and conditions be or become ineffective, the effectiveness and validity of the other clauses and of the entire legal transaction is not affected. Ineffective clauses are to be replaced by others which are economically and financially closest to the ineffective ones. Changes of these general terms and conditions require written form.

Important Notes:

General Terms and Conditions have to be used and installed in a way that contractual partners can gain knowledge about them easily!

General terms and conditions and references of the basis of these general terms and conditions must be available for the contractual partner before contract formation. The contractual partner must be able to get an idea of the general terms and conditions before the formation of the contract, otherwise the general terms and conditions are not part of the contract.

Access on the website and display in all ski and snowboard schools is necessary.

A note on the invoice is not sufficient, already upon initiation of the contract, indications of the application of the general terms and conditions must exist. It must also be perceptible that the ski and snowboard schools want to contract only according to these general terms and conditions.

S B S S V
Salzburger Berufsschilehrer & Snowboardlehrer Verband
5671 Bruck/Glstr., Waagstr. 12
Tel.: 0043 (0) 6545 606 44 Fax: 0043 (0) 6545 606 444
eMail: sbssv@aon.at web: www.sbssv.at