



General Business Terms Of Krallinger Ski School

These general Business Terms apply for
Krallinger Ski School GMBH

1. In General:

If nothing is states explicitly to the contrary, the following general business term apply for all legal transactions and contracts that develop between Krallinger Ski School GmbH and their customers as their contractual partners. The objective of Krallinger Ski School GmbH is the operation of schools dedicated to snow sports in the sense of Ski and Snowboard schools. As such this includes the service of imparting classes in the abilities and knowledge of different kinds snow sports, especially snowsking and snowboarding (however both without any guarantee of any specific training success), as well as the leading and accompanying of different kinds of snow sports, specially concerning skiing and snowboarding.

2. Reservations, offers, order confirmation, signature of contract, online price query and prices:

Reservations for individual and group sessions can be made in person, by internet, or by phone or fax.

The offers of Krallinger Ski School GmbH remain free.

Only the written order confirmation of Krallinger Ski School is binding as far as the amount of services is concerned. Other agreements that were made orally or by phone are only valid if there is an explicit written confirmation by Ski school Krallinger GmbH.



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For those bookings that are made on site (individual or group courses) a contract is assumed only after the course card is bought or handed over. The same applies to bookings that are made by using means of long distance communication. In that case the necessary course card will be picked up by the customer, before the service begins.

In each case the rule applies that the course card will only be handed over after complete payment of the cost for the course has been received prior to the start of the course.

All prices mentioned by Krallinger Ski School are in Euro and, unless otherwise agreed, include the legal taxes. Listings of prices are without guarantees. There is no liability for misprint.

3. Conditions of payment:

Unless there are other agreements in writing, a deposit of at least 50 % of the invoice total has to be paid for all contracts that are a result of internet, fax or any other means of communication for individual as well as group courses. This down payment needs to be received in the account of the pertinent ski or snowboarding school three working days before the service starts. The pending amount needs to be paid before the service begins.

In case of explicit agreement in writing with Krallinger Ski School GmbH and only in isolated cases may the total amount of the cost for the course be paid immediately before the course starts, in cash to the instructor or to any other person of Krallinger Ski School GmbH who is authorized to receive payment.

For those contracts that are to be signed on site, the cost for the services is to be paid before the beginning of the course in the pertinent office of Krallinger Ski School GmbH in cash or using common electronic means of payment.

In case of late payment Krallinger Ski school GmbH reserves the right to charge the other contract party with legal interest fees.



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4. Online-Offers and Online -Bookings:

All services of Krallinger Ski School GmbH that result from online queries and orders by using the internet or any other online service will be ruled by the following business conditions.

4.1. Contents of the online offer:

The ski or snowboarding school / the ski or snowboard renter (in the following named "author") will not be liable for the state of being current, the correctness, completeness or quality of the offered information. Demands of liability against the author, which refer to any kind of material or ideological damage, which may have been caused by the use or non-use of the offered information or through the use of faulty or incomplete information are generally excluded, unless a severe culpability by the author can be proven.

All offers are free and not binding. The author explicitly reserves the right to alter part of the internet pages or the complete offer or to add to them, delete them or to discontinue the publication for a period of time or definitively without any special notice.

4.2. Referrals, Links:

In case of direct or indirect referral to other internet pages (links), which are out of the area of responsibility of the author, the author will generally not incur in any responsibility, unless he obtained knowledge in a manner that may be proven before interlinking of the illegal contents of the internet pages concerned and has recklessly neglected to prevent or forbid the use of the illegal contents by third parties, considering that this would have been technically possible for him and that he could have been imposed on to do so.

The author declares herein explicitly, that at the time of linking there was no evidence of illegal contents on the internet pages to be linked. The author has no influence on the actual or future set up, contents or authorship of the linked internet pages. Herewith the author explicitly dissociates from any contents of all pages linked, which were changed after the linking was concluded. This is the case for all links and hints that are established within the author's internet offer as well as for all exterior contributions, in guestbooks, blogs or mailing lists as established by the author.



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For illegal, erroneous or incomplete contents and specially for damage that arise from the use of information provided that way the liability falls exclusively with the person who offer the internet page to which was linked, but not with who simply links to the different publications.

4.3. Right of Author and marking:

The author is dedicated to respect the right of author of all used graphic material, voice documents, video sequences and texts, to use graphic material, voice documents, video sequences and texts as produced by him or to use those graphic materials, voice documents, video sequences and texts that are free of license.

All trade marks that are mentioned within the internet offer and might be protected by third parties fall under the regulations of the valid Trade mark law, other pertinent Regulations and the right of ownership of the listed owner. The simple mentioning of a trade mark does not conclude that is not protected by the rights of third parties.

The copyright of published objects that were produced by the author remains solely with the author of said internet pages. The copying or use of those graphic material, voice documents, video sequences and texts in other electronic or printed publications is not permitted without the explicit approval of the author.

5. General Rules of Participation:

At the beginning of the course the contract partner needs to inform Krallinger Ski School GmbH completely and truthfully about his abilities and experiences in the different snow sports, especially concerning skiing and snowboarding. He needs to provide equipment on his own and at his own expense that is commensurate with the actual state of snow sport technique and specially ski and snowboarding and adequate for external conditions. He also needs to inform Ski School Krallinger GmbH about health conditions and such illness that may impair the execution of such sport or that may become present while executing the sport.



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Before beginning the course the contract partner needs to check his technical equipment on his own, especially where ski and snowboard is concerned and to initiate the necessary repair through a professional firm.

In no case will Ski School Krallinger GmbH be liable for any damage suffered by the contract partner due to unprofessional checking, setting or maintenance of the equipment. Each contract partner is responsible for the technical safety and for it being free of faults and is liable damage that may arise from this. The Ski and snowboard school may prohibit the contract partner from participating in the course, if his equipment with a technically faulty and security impaired equipment until the contract partner concludes the repair of said defects. The contract partner will have no right to a lowering of the fee due to lost training time.

The division into groups as well as rating according to abilities for the courses of the contract partner will be conducted by Krallinger Ski School GmbH. If the rating into a lower position should be necessary for a participant, the contract partner needs to obey this decision. If this is not the case, Krallinger Ski School GmbH maintains the right to immediately resolve the contract and the contract partner who acts against contract rules is not entitled to a refund of any paid amounts.

The contract partner needs to strictly follow and obey all instructions as provided by Ski School Krallinger GmbH. Neglect to follow instructions and warnings gives Krallinger Ski School GmbH the right to immediately solve the contract. An impairment of the contract partner through alcohol and/or drugs also gives the ski and snowboarding school the right to dissolve the contract. In none of the above mentioned cases has the contract partner any claim to refund of any paid amounts.

If the amount of participants in a group course falls down to less than five people, Krallinger Ski School GmbH remains the right to unify groups or reduce the amount of lessons accordingly.



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6. Liability regulations:

Krallinger Ski School GmbH urgently recommends that their contract partners buy insurance policies for health, accidents, liability and a health insurance for abroad. Krallinger Ski School GmbH according to the law is only liable for those damages that that arise in the context of operating the Krallinger Ski School GmbH and which were caused on purpose or due to neglect. Krallinger Ski School GmbH owns the pertinent liability insurance. In addition to this Krallinger Ski School GmbH is liable in no case, where the contract partner results injured, suffers or causes damages of any kind while neglecting to obey instructions, the FIS regulations for tracks, or any other legal rules and regulations of the present business terms.

7. Claims:

Eventual claims and complaints need to be notified by the contract partner to the pertinent office of Krallinger Ski Schools GmbH immediately and on site, in order to allow fast problem solution and to allow the continuity of the service.

If the contract partner does not make use of his right to complain immediately or at least before the end of the service possible claims as to the reduction of the amount to be paid cannot be considered. Any other claims against Krallinger Ski Schools GmbH have to be filed in writing no later than four weeks after obtaining knowledge of the reason for the claim.

8. Cancellation:

Four individual courses the rule applies that cancellation is possible until 5:00 p.m. of the prior day without that a fee will be raised. If the cancellation happens at a later date, Krallinger Ski School GmbH maintains the right to charge the agreed upon fee to the extend of the rate for a complete day or for bookings of a half day or per hour the applicable daily or hourly rate.



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In the case of group courses a payback of already deposited payments is only possible in case of accidents or illness with a certificate of a local physician. The amount to be refunded will be calculated based on the services already provided at such a time. The total amount will be less but it is possible, that the daily rates will be higher. Failure to assist to a course or cancellation during a service in process will not result in a refund.

9. Security:

Course participants are explicitly informed that children and juveniles under the age of 15 while executing have to use while skiing and snowboarding a ski a snowboarding helmet in agreement with ONORM EN 1077; 2007 in accordance to the law of Salzburg of 1988. In addition to this the participants of the courses have to make available to themselves knowledge about the contents and use of the applicable FIS rules and to abide them.

10. Place of Justice, Place of Fulfillment, Choice of Law:

The place of Fulfillment is the place of the central establishment of the ski and snowboarding school / ski rental. The local and competent court of law at the location of the central establishment of the ski and snowboarding school is in charge of any claims. Austrian law prevails. The language of contract is German.

11. Applicability of law:

If single rules of these General terms of business are or will become not applicable, this will not impeach the applicability of the rest of the rules or the complete legal transaction. The non applicable rule is to be replaced by one, that comes closest economically to the one non applicable.

Any alteration of these general Business terms needs to be made in writing.



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