

GENERAL TERMS AND CONDITIONS

Silvretta Guides OG, A-6563 Galtür, Winkl 23e

Procurement of services for ski schools based in Tyrolean and Vorarlberg municipalities within the geographical region of Silvretta.

Our general terms and conditions are also available for [download](#) here.

1. General information

Unless expressly agreed otherwise, our General Terms and Conditions apply to all transactions between Silvretta Guides OG or the respective partner and the customer.

The object of the company is the provision of services for snow sports schools based in Tyrolean and Vorarlberg municipalities within the Silvretta geographical region and the marketing of snow sports schools in the "Silvretta" geographical region under the word/image brand Silvretta Guide(s). The services of our cooperation partners include the provision of instruction in the skills and knowledge of skiing and snowboarding (without guarantee of a specific training success), guiding and accompanying during skiing and ski tours as well as guiding through the tourist offer of the respective municipality (e.g. VIP guiding).

The contractors (in particular license holders of snow sports schools) are hereinafter referred to as (cooperation) partners. The offers of the Silvretta Guides are subject to change.

2. Conclusion of contract for offers, online price inquiries and prices

Reservations for private courses can be made via the Internet, by telephone or by e-mail. Reservations are only valid as firmly booked after written confirmation by Silvretta Guides OG or the respective partner. The offers of Silvretta Guides OG are subject to change. Only our written order confirmation or that of our partners shall be decisive for the acceptance of the reservation and the scope of the service. Verbal or telephone side agreements are only valid if expressly confirmed in writing by Silvretta Guides OG. In the case of group courses, a contractual relationship with the respective partner is only established when the necessary course tickets are purchased. All prices quoted by us are in euros and - unless otherwise stated - include statutory VAT.

3. Terms of payment

If no other written agreements have been made, for contracts concluded via the Internet, fax or other means of distance communication and relating to private courses, a written order confirmation must be sent immediately after receipt of the written order confirmation.

A deposit of 50% of the course costs must be paid. This payment must be by the respective partner to the account of Silvretta Guides OG or the account of the respective partner at least six banking days before the start of the course. The final invoice for the private ski course will be issued after the end of the services. For contracts concluded at the place of performance, the fee for the service to be provided must be paid either directly to our cooperation partner at the registered office of Silvretta Guides OG (A-6563 Galtür. Winkl 23e). In the event of late payment by the customer, we are entitled to charge interest on arrears at a rate of 5% per annum; this does not exclude claims for compensation for higher interest rates.

4. General conditions of participation

The customer must inform the snow sports instructor provided by Silvretta Guides OG truthfully and comprehensively about his/her abilities and experience in skiing and must independently ensure that he/she has equipment that is appropriate to the level of skiing technique and the external conditions. He/she must also provide the respective partner with comprehensive information about his/her physical abilities, in particular his/her state of health. Before the start of the lesson, the customer must independently arrange for the ski equipment (in particular ski bindings) to be checked by a specialist company. The group allocation for ski courses is carried out by the respective partner. Should it be necessary to downgrade the participant, the customer must comply with this decision. Otherwise, the respective partner is entitled to terminate the contract. The customer must follow the instructions given to him by the respective partner. Failure to comply with a warning shall entitle the respective partner to terminate the contract immediately. Participation in the services of the respective partners under the influence of alcohol or drugs entitles them to terminate the contract immediately. In the aforementioned cases of contract termination, the customer is not entitled to a refund of the fee paid.

5. Liability provisions

Silvretta Guides OG provides services and therefore accepts no liability for skiing accidents that occur in the course of our partners' activities. According to the provisions of the Tyrolean Ski School Act, our cooperation partners are obliged to take out liability insurance.

6. Warranty

The customer must notify Silvretta Guides OG immediately of any complaints regarding the services of one of our partners so that we can take immediate remedial action in close coordination with the respective partner. In the event of culpable non-notification, there is no entitlement to a reduction in payment. Claims against Silvretta Guides OG or the respective partner must be asserted and substantiated in writing no later than 4 weeks after they arise.

7. Resignation

For private courses, it is possible to withdraw from the contract up to 14 days before the start of the service of the respective partner WITHOUT incurring a cancellation fee. If, on the other hand, the cancellation is made at a later date, the full amount will be charged in accordance with the confirmed booking. If individual days of a confirmed reservation are not used, the respective partner is entitled to the agreed rate to the extent of the reservation made.

With regard to group courses, a refund of payments already made is only possible in the event of illness or accident, on presentation of the original receipt (see back course card) and with a medical certificate from a local doctor. The amount to be refunded will be recalculated on the basis of the services actually provided by the respective partner for this period. The total amount will be reduced as a result, but higher daily rates may be charged. No refund will be made in the event of withdrawal during an ongoing service or in the event of non-appearance on the agreed date.

Our partners reserve the right to postpone or cancel the services if the weather conditions do not guarantee the performance of the service for safety reasons. Only in the event of cancellation is the respective partner obliged to refund the pro rata fee; the customer is not to any further claims; this also applies to private courses.

8. Place of fulfillment

A-6563 Galtür, Winkl 23e

9. Place of jurisdiction

The competent court at the registered office of Silvretta Guides OG shall be responsible for any disputes arising from the provision of our services for ski schools based in Tyrolean and Vorarlberg municipalities within the geographical region of Silvretta that cannot be settled amicably.

10. Choice of law

Austrian law shall apply.

11. Legal effectiveness

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions and the entire legal transaction. The invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.