



## General Terms and Conditions (GTC) of École Suisse de Ski et de Snowboard Rougemont Sàrl

### 1 Scope of application

These General Terms and Conditions (hereinafter "GTC") apply to École Suisse de Ski et de Snowboard Rougemont Sàrl. They regulate the relationship between the company concerned (hereinafter "Organizer") and each natural person (hereinafter "Participant") who uses the services of the Organizer.

### 2 Registration/conclusion of contract

Registration is possible at any time and can be done in writing, electronically, by phone or in person directly with the Organizer or a salesperson recognized by the Organizer. The availability of places cannot be guaranteed, so early registration is recommended.

By registering for a booked activity or tour, a binding contract is concluded between the Participant and the Organizer. By registering, the Participant also accepts these GTC as an essential part of the contract between themselves and the Organizer. The Participant is responsible for providing the Organizer with the correct personal data and for checking all details provided on the booking form/invoice. Any irregularities must be reported to the Organizer immediately. Any consequential costs arising from failure to report such irregularities shall be borne by the Participant.

#### 2.1 Registration deadline for the Snowsports School

Group lessons for ski or snowboard beginners (Blue League) start on Monday. More experienced and advanced participants can also join an existing group during the week.

Registration deadline for group lessons is the day before the lesson starts. Registration on the day of the lesson is possible if the group is not already full. Availability is not guaranteed.

Private lessons can be booked in advance and on the day of the lesson depending on the availability of the Snowsports Instructors.

#### 2.2 Registration deadline for outdoor activities

It is recommended to book outdoor activities at least 3 days in advance. However, outdoor activities can be booked at any time. There is no guarantee for free guides.



### 3 Subject of the contract

The subject of the contract is the activity or tour as announced by the Organizer. The Organizer undertakes to provide the activity or tour booked by the Participant and as described by the Organizer. The Participant undertakes to pay the contractually agreed price to the Organizer. Additional services may be provided in agreement with the Organizer. Any additional costs incurred as a result shall be borne by the Participant.

### 4 Prices

All prices are per person and gross in Swiss Francs (CHF) . Prices are expressly subject to change. Prices quoted in foreign currencies are for information purposes only and are not binding.

### 5 Terms of payment

See below.

#### 5.1 General terms of payment

The total amount as specified in the booking confirmation/invoice is due on conclusion of the contract and must be paid before the start of the activity or tour. If payment is not made on time, the Organizer reserves the right to withhold its services or to withdraw from the contract.

### 6 Cancellation or modification of the booking by the participant

Any changes or cancellations of the booked activity or tour can be reported in writing or verbally to the organizer until 2:00 p.m. on the day before the start of the activity/lesson or tour with corresponding reimbursement and without additional cost consequences, enclosing all documents already received (confirmations, tickets, vouchers, etc.). The relevant time is the arrival of the notification at the organizer or one of its recognized sales points. **If services of third parties were booked, the cancellation conditions of these providers are binding.**

#### 6.1 Special provisions in the event of cancellation of snow sports lessons

##### 6.1.1 Cancellation of the booked snow sports lesson by the participant

Cancellation of group lessons as well as private lessons can be canceled by the participant until 17.00 o'clock the evening before without incurring any costs. Cancellations after this time will be charged at 100%. A refund for cancellations after 5:00 p.m. the evening before will only be made upon presentation of a medical certificate.

*Cancellation of private lessons, where a specific ski instructor has been booked according to the customer's request.*

Bookings and reservations for which a specific ski instructor has been booked according to the customer's wishes can be cancelled or changed free of charge up to 14 days before the reservation. After that the full amount will be charged.



### 6.1.2 Cancellation of the booked Snowsport lesson by the organizer

If the weather and snow conditions, official measures, force majeure, non-operation of the mountain transport or safety reasons make the course impossible, the organizer can cancel the lessons. Cancellations will be communicated to the participants immediately. In case of cancellation due to the events described above, there is no right to a refund. The organizer will endeavor to offer a substitute program of equal value. Each group offer has a minimum number of participants per snow sports equipment, age category and skiing level. If this minimum number of participants is not reached, the organizer can cancel the course. The participant will be refunded the entire course fee. If a private lesson has to be cancelled by The Organizer (e.g. due to illness of the instructor), the entire course fee will be refunded.

### 6.2 Cancellation insurance

The Participant is responsible for taking out cancellation insurance, which is recommended. In the event of cancellation of the contract by the participant, cancellation insurance generally covers the above-mentioned costs.

### 6.3 Program changes by the Participant

In the event of late arrival or early departure by the Participant, no refund shall be issued. Additional costs incurred due to late arrival, early departure or postponement of the activity shall be borne by the Participant. If the Participant postpones the activity, he shall be charged costs as per the above cancellation conditions.

## 7 Cancellation or change of program by the Organizer

See below

### 7.1 Minimum number of participants

For various activities or tours there is a minimum number of participants. If the minimum number of participants is not reached, the Organizer reserves the right to combine groups or to withdraw from the contract at short notice or to cancel the activity/tour. In this case the Organizer will try to find suitable substitutes. If it is not possible to fulfil the contract at another time or if the Participant cannot accept the substitute service offered, payments already made will be refunded, less payment for services used. Further claims for compensation are excluded.

### 7.2 Non-compliance with instructions and lack of ability to Participate

The activity or tour can be cancelled at short notice by the Organizer if Participants give cause to believe, through their behavior or omissions before or during the activity, that the fulfilment of the contract is endangered or made impossible or if the activity has to be cancelled or changed due to illness or lack of fitness of the Participant. The Participant is not entitled to a refund.



### 7.3 Force majeure

If an activity or parts of an activity cannot be carried out due to force majeure, safety concerns on the part of the organizer, official measures, strike, non-operation of the mountain railways or uncertain weather or natural conditions, the Organizer is entitled to cancel or interrupt the activity, even at short notice, without any obligation to pay compensation. Cancellations will be communicated to the Participant immediately. The organizer is also entitled to move the course location or to modify the booked program with an alternative tour.

### 7.4 Substantial Change of contract

If there is a significant change to a major point of the contract before the start of the activity or tour, or if a change to the program leads to a price increase of more than 10%, the Participant can withdraw from the contract. Payments already made in accordance with the booking confirmation or invoice will be refunded to the Participant.

### 7.5 Special provisions in the event of changes to Snowsports lessons

Due to weather and snow conditions, the Organizer can change the specified meeting point and choice of ski resort area.

If, during the lesson week, the minimum number of group participants per equipment type, age category or skiing level is no longer reached, the Organizer reserves the right to combine groups or end the lesson early. If the weekly lessons are terminated, the Participant will be refunded the lesson costs pro rata or according to the price breakdown of the Organizer for the lesson days not received.

During peak periods, the Organizer may offer half-day lessons in the afternoon instead of in the morning. This is due to capacity constraints in the training area and the quality of the lessons.

## 8 Conditions of participation and Participant's obligation to cooperate

See below.

### 8.1 Health condition

Good health is required for all the Organizer's activities and tours. The Participant is obliged to inform the Organizer about any health problems. In particular the following health conditions exclude participation in the activity or tour: eye surgery, high blood pressure, chronic ear diseases with balance problems, heart problems, epilepsy, increased risk in the cardiovascular system, neurological problems, whiplash and pregnancy. Under no circumstances may the Participant be under the influence of drugs, alcohol or psychotropic drugs or similar. If the activity has to be terminated early due to lack of fitness of the Participant or inappropriate equipment (especially own equipment brought by the Participant), all claims for reimbursement will be forfeited.



### 8.2 Instructions

The Participant shall meet the conditions of participation and strictly follow the Organizer's instructions. If the conditions of participation are not fulfilled or the instructions are not followed, the organizer can exclude the Participant from the activity or tour. In the event of exclusion before the start of the activity or tour, the cancellation provisions in accordance with Clause 6 shall apply; after the start of the activity or tour no refund will be made.

### 8.3 Age regulations

Participants under 18 years of age need the consent of their legal guardian to participate in the activity or tour. A minimum age is required for certain activities and tours.

## 9 Insurance

**The participant is not insured by the organizer.** Each participant is independently responsible for the conclusion of all necessary insurances (in particular health, accident, property and cancellation costs insurance - including sports accidents).

## 10 Claims

Should the Participant have reason for complaint or suffer damage, he must immediately inform the activity or tour leader. However, the activity or tour leader is not entitled to acknowledge claims and any such confirmation shall not constitute acknowledgement of fault. The activity or tour leader will try to find a remedy within the framework of the activity or tour.

## 11 Liability

Claims for damages are excluded, unless they are caused by intent or gross negligence. The organizer is entitled to involve auxiliary persons and/or third parties for the provision of services. If the organizer legitimately transfers the execution of the activity or tour to a third party, the organizer shall not be liable, as far as legally permissible, for their actions or omissions.

In particular, the organizer shall not be liable for damages resulting from actions and omissions of the activity or tour leader that are not in connection with the provision of contractually agreed services, due to actions of third parties, other participants, the participant, force majeure, such as natural events, official orders, etc., or due to late return home. If a participant does not follow the instructions of the organizer, activity or tour leader, etc., any liability on the part of the organizer is void.

## 12 Privacy policy

See separate privacy policy



### 13 Applicable Law and Venue

The contractual relationship shall be governed exclusively by Swiss law. The parties agree that the organizer's registered office shall be the exclusive place of jurisdiction.

### 14 Severability clause

Should one of these provisions be invalid, this shall not result in the invalidity of the entire GTC, unless it can be assumed that the latter would not have been concluded at all without the invalid part.

### 15 Modifications

The organizer reserves the right to change these GTC at any time. The version of the GTC current at the time of conclusion of the contract shall apply in each case.

### 16 Payment

Credit card payments in favor of the ski school are collected by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Switzerland ("TREKKSOFT"). TREKKSOFT will appear as TREKKSOFT TOUR BOOKING on your credit card statement. The domain where you enter and process your payment is owned and operated by TREKKSOFT. Please send an e-mail to [support@payyo.ch](mailto:support@payyo.ch) for all inquiries regarding your credit card payments and chargebacks.