



# General Terms and Conditions of Schneider Sport GmbH

## 1. General information and scope of these GTC

Unless expressly agreed otherwise in writing, these General Terms and Conditions (hereinafter referred to as General Terms and Conditions of Business (hereinafter: GTC) in the version valid at the time shall apply exclusively to all legal transactions, contractual relationships and legal relationships concluded or established between Schneider Sport GmbH and its contractual partner (hereinafter: Customer). Contradictory conflicting terms and conditions of the Customer shall have no effect on the legal relationship with Schneider Sport GmbH. Employees of Schneider Sport GmbH are not authorised to accept individual agreements with the Customer. The object of Schneider Sport GmbH is the operation of snow sports schools including ski hire within the meaning of the Salzburg Ski and Snowboard School Act as well as the operation of a bike school with bike hire. These GTC apply in this context to all services provided or arranged by Schneider Sport GmbH to the Customer and/or to persons for whom the Customer has entered into a legal relationship with Schneider Sport GmbH (associated persons insofar as provisions in these GTC also apply to them, hereinafter: Customer or course participant).

Services in the area of skiing and snow sports / biking are in particular

- the provision of instruction (individual or group courses) in the skills and knowledge of snow sports / bike sports (without guarantee of a specific training success) as well as in the skills and knowledge of guiding and accompanying snow sports / bike sports, including skiing, snowboarding, cross-country skiing, snowshoeing, cycling and similar,
- the provision or procurement of ski or snowboard equipment (snow sports equipment) or bike equipment provided by Schneider Sport GmbH at the Customer's request as part of or to facilitate lessons (ski or snowboard rental / bike rental or rental of all or part of the ski, snowboard or bike equipment, in short: rental or rental services), whereby Schneider Sport GmbH is authorised to use subcontractors for the provision or procurement of snow sports equipment (ski or snowboard hire companies),
- the associated activities such as any childcare services and associated services (e.g. catering for children).

## 2. Offers from Schneider Sport GmbH, bookings or offers from the customer, conclusion of contract, price details, prices:

2.1. All offers from Schneider Sport GmbH are always subject to change.

2.2. Bookings for individual and group courses as well as for hire can be made by the customer in person on site, but also via the Internet (onlineshop, via mail). Bookings or declarations made by the Customer to an employee of Schneider Sport GmbH do not constitute an obligation for Schneider Sport GmbH to conclude a contract, but represent a binding offer by the Customer that can be accepted by Schneider Sport GmbH. Schneider Sport GmbH is not obliged to inform the Customer of a non-acceptance of the offer or a rejection of online bookings.

If the customer's offer is not confirmed within a period of two weeks from receipt, the customer's offer shall in any case be deemed not to have been accepted. Only the written booking confirmation or the payment receipt or course card issued by Schneider Sport GmbH shall be decisive for the scope of the contractual service. Verbal or telephone agreements are only valid if expressly confirmed in writing by Schneider Sport GmbH.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

**2.3.** A contract between Schneider Sport GmbH and the Customer can be concluded both electronically (submission of an offer by the Customer via an online form and subsequent acceptance of the contract by Schneider Sport GmbH by means of a written booking confirmation) and on the business premises of Schneider Sport GmbH (conclusion of the contract by handing over a payment receipt to the Customer). A contractual relationship between Schneider Sport GmbH and the customer only comes into being with the transmission of the booking confirmation or the handing over of the payment receipt. By concluding the contractual relationship, the customer declares his agreement with the General Terms and Conditions of Schneider Sport GmbH. The booking confirmation and/or the payment receipt serve as proof of utilisation of the booked service and must be presented by the customer to the respective course instructor at the start of the course. Schneider Sport GmbH offers services that are provided in connection with leisure activities and for which a specific time or period is contractually stipulated. There is therefore no right of cancellation for contracts concluded by telephone, Internet or e-mail.

**2.4.** All information on prices in Schneider Sport GmbH price lists, price lists on the Internet, in brochures, advertisements or other information media or online price enquiries are without guarantee and are non-binding for Schneider Sport GmbH. No liability is accepted for any printing errors. Schneider Sport GmbH reserves the right to make changes at any time.

**2.5.** All prices are inclusive of all taxes and duties applicable at the time of booking and less the optional discount. Prices are displayed in euros (€, EUR). Payment is only possible in euros.

## 3. Terms of payment:

**3.1.** Costs for lift tickets or ski/bike equipment (hire) are not included in the course costs. These are to be purchased and brought by the customer at their own expense. For the hire of equipment from Schneider Sport GmbH is subject to an additional charge.

**3.2.** Schneider Sport GmbH's claim to payment from the customer arises upon conclusion of the contract. Payment of the contractual fee is due at this time.

**3.3.** In all cases, the course costs and costs of additional services (e.g. rental), i.e. the contractual fee, must be paid by the Customer before the start of the course and the amount must be received by Schneider Sport GmbH, otherwise the Customer is not authorised to make use of the services of Schneider Sport GmbH. In all cases, the course card (voucher) will only be issued after full payment has been received by Schneider Sport GmbH. Participation in lessons is not possible without a course card.

**3.4.** If no other written agreements have been made, a deposit of at least 50% of the invoice amount must be paid by the customer immediately after receipt of the written order confirmation for contracts that are concluded via the Internet, e-mail or other means of distance communication and that relate to individual and group courses and rental services. This deposit must be credited to the account of Schneider Sport GmbH three working days before the start of the service provision. The remaining amount must be paid and received by Schneider Sport GmbH in any case before the start of the service provision and therefore before the start of the course.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

For contracts concluded at the place of fulfilment, the fee for the service to be provided must be paid in full before the start of the course at the Schneider Sport GmbH office in cash or using standard electronic means of payment.

**3.5.** All expenses - in particular bank charges - in connection with the payment of the services booked with Schneider Sport GmbH shall be borne exclusively by the customer.

**3.6.** Default of payment occurs without further notice from Schneider Sport GmbH. In the event of late payment, Schneider Sport GmbH is entitled to charge the Customer the statutory default interest and all additional costs and expenses incurred, in particular collection or legal fees. In the case of outstanding claims, Schneider Sport GmbH may offset any payments made by the Customer against the Customer's outstanding claims, irrespective of any dedication by the Customer. In the event of non-payment of a claim, all other claims against the customer are also due immediately.

## 4. Online offers and online bookings:

All services of Schneider Sport GmbH that are provided on the basis of online enquiries and orders using the Internet or other online services are subject to these GTC.

### 4.1. Content of the online offer:

Schneider Sport GmbH (hereinafter referred to as the 'author') accepts no liability whatsoever for the topicality, correctness, completeness or quality of the information provided. Liability claims against the author, which refer to any kind of material or immaterial damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information, are fundamentally excluded, provided that there is no demonstrably serious fault on the part of the author. All offers are subject to change and non-binding. The author expressly reserves the right to change, supplement or delete parts of the website or the entire website without prior notice or to temporarily or permanently cease publication.

### 4.2. References ('links'):

The author accepts no liability whatsoever for direct or indirect references to recognisable external websites ('links', 'hyperlinks', 'deep links') that lie outside the author's area of responsibility, unless the author was demonstrably aware of illegal content on the websites in question or copyright infringements before the respective link was created and, after gaining actual knowledge, grossly culpably failed to prevent or prohibit use by third parties in the event of illegal content, provided that this would have been technically possible and reasonable.

The author hereby expressly declares that at the time the links were created, no illegal content was recognisable or known on the linked websites. The author has no influence whatsoever on the current and future design, content or authorship of the linked or referenced websites. The author hereby expressly distances himself from all content on all linked or referenced websites that has been changed since the link was created. This applies to all links and references set within the author's own website as well as to all third-party entries in guest books, discussion forums, mailing lists etc. set up by the author.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

For illegal, incorrect or incomplete contents and in particular for damages resulting from the use or non-use of such information, only the provider of the website to which reference is made is liable, but not the person who merely refers to the respective publication via links.  
publication via links.

## 4.3. Copyright and labelling law:

The author endeavours to observe the copyrights of the graphics, sound documents, video sequences and texts used in all publications, to use graphics, sound documents, video sequences and texts created by himself or to use licence-free graphics, sound documents, video sequences and texts, video sequences and texts or to use licence-free graphics, sound documents, video sequences and texts. All brand names and trademarks mentioned on the website that may be protected by third parties are subject without restriction to the provisions of the applicable trademark and labelling law, other relevant legal standards and the ownership rights of the respective registered owners. The mere mention of a trade mark does not imply that it is not protected by the rights of third parties.

The copyright for published objects created by the author himself remains solely with the author of the respective Internet pages. Any duplication or use of objects such as diagrams, sounds or texts in other electronic or printed publications is not permitted without the author's agreement.

## 4.4. Photographs, consent and the customer's right of cancellation:

By accepting these GTC, the customer grants Schneider Sport GmbH (author) express consent and authorisation to take photographs in the context of the provision of services and to publish these photographs on the website or Facebook page (or social media channel) of Schneider Sport GmbH; the customer cannot derive any rights whatsoever from this and expressly waives this right by accepting these GTC. The customer can revoke the consent and agreement to the publication of photographs demonstrably showing him or his child on the website or Facebook page (or social media channel) of Schneider Sport GmbH at any time in writing to the author, stating the specific photograph.

## 5. Rental conditions:

The rental conditions of Schneider Sport GmbH can be found separately on the Schneider Sport GmbH website.

## 6. Cancellation conditions:

6.1. For courses (individual courses, courses for a group of people and group courses) and for hire, cancellation of the contract is possible up to one week before the start of the course at the latest. In this case the payment already made will be refunded to the customer minus a processing fee of € 25. However, if the cancellation is made at a later date, Schneider Sport GmbH is entitled to charge the agreed rate in the amount of a full daily rate or, if a half-day or hourly rate is booked, to charge the applicable pro rata daily or hourly rate.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

A full refund of payments already made is only possible in the event of an accident or illness upon immediate presentation of a medical certificate from a local doctor. The amount to be refunded will be recalculated on the basis of the services actually provided for this period. The total amount will be reduced as a result, but the daily rates may increase. Cancellation must be declared in writing. The date of receipt of the cancellation letter by Schneider Sport GmbH is decisive for compliance with the deadline, whereby transmission errors and the like shall be borne by the customer.

**6.2.** In all other cases, the customer is not entitled to cancellation without the express written consent of Schneider Sport GmbH and must pay the full fee. In the event of non-appearance or late appearance on the agreed course date or cancellation during an ongoing service, no refund will be made.

**6.3.** Schneider Sport GmbH is entitled to withdraw from the contract at any time if the customer participates in courses under the influence of alcohol, drugs or medication and safe participation is no longer guaranteed. The same applies if the customer persistently disobeys the instructions of Schneider Sport GmbH, the teaching staff or the supervisors. The customer is not entitled to any claims in the event of such a cancellation of the contract. In particular, the customer is obliged to pay the full fee.

**6.4** If an item purchased from Schneider Sport GmbH is exchanged or returned, the payment made will be credited to the customer as a voucher. In the event of a complaint about an item purchased from Schneider Sport GmbH, a refund of the amount already paid is possible.

## 7. Impossibility of performance:

**7.1.** If it is not possible to provide the service for safety reasons (e.g. weather conditions, avalanche danger, etc.), Schneider Sport GmbH is not obliged to provide the service. It is at the sole discretion of Schneider Sport GmbH to assess the impossibility of providing the service, whereby a partial impossibility - e.g. no lessons are possible on three out of five days - does not affect the realisation of the possible part of the service; in the event of the (partial or complete) impossibility of performance in this respect, Schneider Sport GmbH shall repay the pro rata remuneration to the Customer within 14 (fourteen) days. The customer is not entitled to any further claims.

**7.2.** Force majeure or other unforeseeable and unavoidable events shall release Schneider Sport GmbH from its performance obligations if these are affected. In the event of (partial or complete) inability to perform, Schneider Sport GmbH shall either issue a credit note for the pro rata fee or refund the pro rata fee to the Customer within 14 (fourteen) days. The customer has the right to choose in this respect. The customer shall not be entitled to any further claim. Any right of cancellation pursuant to Section 10 (2) of the Package Travel Act shall remain unaffected.

**7.3.** In the event of epidemics, pandemics and related official measures such as closures of Schneider Sport GmbH, the special provisions listed below apply in connection with COVID-19 (SARS-CoV-2 virus or CORONA virus).

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

## 8. General conditions of participation:

### 8.1. Participation, Meeting point:

The customer may only participate in Schneider Sport GmbH lessons with a valid course card. The customer must be present at the Schneider Sport GmbH shop or assembly point or at another location in the school area announced by Schneider Sport GmbH in good time before the start of the course in order for the service to be provided. Schneider Sport GmbH reserves the right to change the meeting point of the courses at short notice - in such cases the customer will be informed by Schneider Sport GmbH.

### 8.2. Obligations of the customer:

The customer must inform Schneider Sport GmbH truthfully and comprehensively about his abilities and experience in the respective booked sport at the start of the course and must inform Schneider Sport GmbH about his state of health and any ailments that could impair the practice of the sport or become acute when practising this sport. Furthermore, the customer undertakes not to take part in lessons in the event of feverish infections, infectious diseases or illnesses accompanied by diarrhoea and vomiting, and in particular in the event of COVID-19 symptoms (fever, dry cough, fatigue, breathing difficulties, etc.), and if the customer has booked a group course, he/she may exercise the right of withdrawal provided for this purpose upon presentation of a medical certificate.

The customer must independently provide and pay for equipment that is appropriate to the state of sports technology and the external conditions. If the customer uses his/her own sports equipment, the customer must arrange for the appropriate technical inspection of the sports equipment and, if necessary, the binding (in particular: ski or snowboard binding) by a specialised company before the start of the lesson. Schneider Sport GmbH may prohibit the customer from participating in the course with technical equipment that jeopardises safety or is defective until the customer has arranged for the defect to be rectified, without the customer being entitled to a reduction in the fee for missed lessons.

The grouping and categorisation of the customer is carried out by Schneider Sport GmbH according to the customer's ability - should a downgrading of the customer be necessary, the customer must comply with this decision. Otherwise, Schneider Sport GmbH shall be entitled to cancel the contract immediately without the customer behaving in breach of contract being entitled to reclaim the payment made.

The customer must strictly and precisely follow and comply with the instructions of Schneider Sport GmbH. Failure to comply with instructions and warnings shall entitle Schneider Sport GmbH to cancel the contract immediately. This also applies if the customer displays inappropriate behaviour, in particular towards other customers or course participants. In all these cases, the customer is not entitled to a refund of the payment made.

If the number of group members in group courses is reduced to less than 5 (five) people, Schneider Sport GmbH reserves the right to merge groups or reduce the number of lessons accordingly.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

## 9. Complaints:

Any complaints and grievances must be reported by the customer to the respective Schneider Sport GmbH office immediately on site in order to enable rapid remedial action and the continued provision of the service. If the customer does not exercise his right to complain immediately, in any case not until the end of the service provision, any claims for reduction of the fee can no longer be considered. Other claims against Schneider Sport GmbH must be asserted and substantiated in writing no later than four weeks after the reason for the claim arises or becomes known.

## 10. Liability-related information and recommendations, limitations of liability:

**10.1.** It is expressly stated that the practice of snow & bike sports is associated with numerous risks and that there is an increased risk of injury or even death, in particular due to avalanches, especially on tours or descents in open terrain, which cannot be completely ruled out.

The customer acknowledges that a rescue from pistes or in open terrain is often associated with high costs. The customer is therefore advised to take out appropriate insurance, as Schneider Sport GmbH is not liable for rescue and air rescue costs, unless these rescue and/or air rescue costs were caused by Schneider Sport GmbH or a person attributable to it through wilful or grossly negligent behaviour. Customers of Schneider Sport GmbH and all course participants are strongly recommended to take out health, accident, liability and international health insurance.

**10.2.** Schneider Sport GmbH shall be liable in accordance with the statutory provisions exclusively for damage and consequential damage resulting from behaviour causing damage relating to the main obligations arising from the contract concluded and which were caused intentionally or through gross negligence by Schneider Sport GmbH or persons attributable to it, whereby the exclusion of liability applies to contractual and tortious claims for damages of any kind, but not to personal injury. Schneider Sport GmbH has taken out appropriate liability insurance.

Schneider Sport GmbH shall not be liable in any case if the customer is injured in disregard of the instructions of Schneider Sport GmbH, in disregard of the FIS piste rules and bike park rules, other statutory regulations or provisions of these GTC, suffers bodily injury, suffers damage or causes damage of any kind.

Should the customer incur damages that are attributable to sports equipment procured for the customer, the customer shall indemnify and hold Schneider Sport GmbH harmless accordingly.

Schneider Sport GmbH assumes no liability for damages that the Customer causes to himself or other persons during the performance of the agreed service through no fault of Schneider Sport GmbH. The same applies to damages caused by third parties.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

Schneider Sport GmbH shall not be liable for damages of any kind incurred by the customer as a result of an unprofessional or inadequately performed inspection, adjustment or maintenance of his equipment. Schneider Sport GmbH shall not be liable under any circumstances. Each customer is responsible for the technical safety and freedom from defects of his own equipment and is liable for any resulting damage. Irrespective of fault, Schneider Sport GmbH is not liable for loss of profit, pure financial losses and consequential losses, insofar as these exceed three times the service fee. Insofar as the customer of Schneider Sport GmbH is an entrepreneur (e.g. travel agency or tour operator), the limitation period for asserting claims for compensation against Schneider Sport GmbH is six months from knowledge of the damage.

Schneider Sport GmbH does not provide any compensation for lessons cancelled due to breakdowns of the cable car and lift facilities.

In connection with the courses offered, Schneider Sport GmbH does not guarantee the success of the customer's or course participant's training.

## 11. Physical safety, observance of the FIS piste rules/bike park rules:

**11.1.** The customer or course participant is expressly advised that children and young people are obliged to use a ski or snowboard helmet in accordance with ÖNORM EN 1077:2007 when practising alpine skiing and snowboarding in accordance with § 3c of the Salzburg State Sports Act 1988, LGBl. no. 98/1987 as amended, until they reach the age of 15.

The customer is also advised that failure to wear a helmet in the event of injury may constitute contributory negligence on the part of the customer, which is why the customer or course participant is advised to bring a helmet as well as other safety equipment recommended for the booked service (e.g. a safety helmet). safety equipment (e.g. avalanche transceiver for trips in open terrain) or, in the case of avalanche equipment, to carry it with them. avalanche equipment. Safety helmets and safety equipment generally reduce the risk of injury.

**11.2.** In addition, the customer or course participant must familiarise themselves with the content and application FIS piste rules and bike park rules and to comply with them.

## 12. Provisions in connection with COVID-19 (SARS-CoV-2 virus or CORONA virus):

**12.1.** 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.

In this context, the customer is obliged to obtain information about any existing restrictions, rules of conduct and recommendations for action in relation to the region in which Schneider Sport GmbH is located. This also includes the applicable COVID-19 regulations for accommodation and cable car companies.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm





# General Terms and Conditions of Schneider Sport GmbH

The customer is aware that rules of behaviour to be observed by him/her on his/her own responsibility, such as regular hand washing with soap and water and other hygiene measures, keeping his/her distance, at most wearing a face mask where keeping a distance is not possible or even mandatory, coughing and sneezing into a tissue or the crook of his/her elbow and refraining from greetings with physical contact can serve to prevent further spread of the virus by him/her.

The customer must follow all corresponding instructions of Schneider Sport GmbH that serve the health and safety of the contracting parties. These instructions concern the premises of Schneider Sport GmbH, the meeting point or assembly point and all locations that are visited during the lessons.

The customer also undertakes to comply with and follow corresponding instructions and rules of conduct communicated by third parties, such as lift or cable car companies, accommodation providers, catering establishments or other companies, which the customer uses in connection with the use of the services of Schneider Sport GmbH.

The customer declares that he/she has not had any symptoms of illness typical of COVID-19 in the 14 days prior to the first participation in the lessons. He also declares that, to the best of his knowledge, he has had no contact with COVID-19 infected persons.

The customer agrees to stay away from lessons in the event of symptoms of illness such as a dry cough, shortness of breath, loss of sense of taste or smell, sore throat or fever that occur before the start of a lesson and to contact the health advice hotline on 1450 for further clarification. This also applies if the customer is concerned that they may have COVID-19 or an illness that has not yet been medically clarified. If relevant symptoms or the fear of contracting COVID-19 occur during the lesson, the customer must inform Schneider Sport GmbH immediately so that the customer can be isolated from other people straight away.

The customer acknowledges that the occurrence of a COVID-19 infection or evidence of an infection in even just one other customer of Schneider Sport GmbH may result in the fulfilment of the contractual service by Schneider Sport GmbH having to be discontinued and all customers participating in the lessons subsequently having to be quarantined or undergo COVID-19 testing at the customer's own expense. The customer acknowledges and agrees that his personal data will be used for the purpose of contact tracing in connection with COVID-19 by Schneider Sport GmbH.

## 12.2. Special provisions for contractual relationships:

The fulfilment of the service is possible for Schneider Sport GmbH:

If the fulfilment of the contractual service is possible for Schneider Sport GmbH and the customer does not take part in the lessons, the provisions set out under 'Cancellation conditions' above shall apply mutatis mutandis.

This also applies if the customer cancels his/her participation in the lessons due to a or feared COVID-19 infection before or during the fulfilment of the contract by Schneider Sport GmbH.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

The fulfilment of services by Schneider Sport GmbH is possible in any case as long as the use of piste areas and trails is not completely prohibited in the area in which Schneider Sport GmbH has its branch office or the cable car or lift operation is not completely discontinued and the holding of individual courses is at least still permitted, taking into account official measures or orders (irrespective of this, the rights of Schneider Sport GmbH to combine group courses and The rights of Schneider Sport GmbH to merge group courses and reduce the number of lessons if the number of participants falls to less than five in accordance with point 7 above shall remain unaffected).

The closure of any accommodation establishment used by the Customer, closures of third-party establishments or the occurrence of infections among third parties, persons in the location or region of the Schneider Sport GmbH branch does not make it impossible for Schneider Sport GmbH to fulfil its services. The same applies to all possible exit obligations or exit recommendations that may affect the customer due to corresponding travel warnings or recall actions by countries for their own citizens, if these were or should have been foreseeable for the customer due to the information obligations that apply to him.

The provision of services is impossible for Schneider Sport GmbH in whole or in part:

In the following cases, the corresponding service obligation of Schneider Sport GmbH for the contractual period is cancelled in whole or in part and the customer receives a voucher that can be redeemed later for a corresponding later lesson period, unless the customer requests in writing the corresponding reimbursement of a fee already paid by him:

- official plant closures or generally applicable plant closures, if these also affect the operations of Schneider Sport GmbH,
  - official suspension of the operation of all lift and cable car operations if operation is absolutely necessary for the fulfilment of services by Schneider Sport GmbH,
  - officially ordered quarantine for the entire town or region where the Schneider Sport GmbH branch is located, or
  - the customer is under a mandatory obligation to leave the country if he could not have expected this.
- Schneider Sport GmbH's obligation to provide services shall also not apply if teacher accommodation used by teachers/guides of Schneider Sport GmbH is affected by official closures or other health precautions such as quarantine measures or ordered segregation due to one or more COVID-19 infections that have occurred or are feared to have occurred there, among teachers or third parties, and at least 10% of the teaching staff are absent as a result. The Schneider Sport GmbH is in particular not obliged to buy in teaching services.

The provision of services is only possible for Schneider Sport GmbH after contract amendment (contract to changed circumstances):

In the event that group courses are prohibited due to official measures or orders, Schneider Sport GmbH is entitled to amend the contract or to adjust the contract fee taking into account the price offered for individual courses or individual lessons at the time of conclusion of the contract and to invoice the customer for the difference to the payment already made, subject to the following conditions:

- after conclusion of the contract, the organisation of group courses or courses for groups of people from the same household was prohibited by an official measure or order, which was not foreseeable for the contracting parties at the time of conclusion of the contract,

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

- the official measure or order relates to the period of contractual performance,
- Schneider Sport GmbH is permitted to organise individual courses in accordance with official measures or orders,
- the provision of services is still possible for Schneider Sport GmbH, at least in principle (the use of piste areas has not been completely prohibited or the cable car or lift operation has not been completely discontinued), and
- the cancellation of the contract was not declared by the customer in accordance with 6.1 Cancellation conditions.

## 12.3. Special liability provisions:

Schneider Sport GmbH accepts no liability whatsoever for all damages and consequential damages or other disadvantages of any kind that the customer may suffer or incur in connection with the occurrence of COVID-19 infections occur or could occur. This also applies in particular if the customer should become infected during the provision of the contractual services or if an infection should have originated from Schneider Sport GmbH despite compliance with the corresponding precautions.

If the provision of services is not possible for Schneider Sport GmbH in whole or in part for one or more of the above-mentioned reasons, Schneider Sport GmbH is not liable for all damages and consequential damages or other disadvantages that may occur on the part of the Customer (e.g. lost holiday 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 mandatory premature termination of the stay or a related premature departure, deposits not received back from accommodation providers or third party companies or cancellation costs to be paid, any costs in connection with expired lift tickets, costs for COVID-19 tests or other health-related measures, all conceivable disadvantages of any kind beyond this, etc.) are excluded in any case.

If it is possible for Schneider Sport GmbH to provide the service in whole or in part (see corresponding provisions above) and the customer has to cancel the lessons due to a COVID-19 infection proven or feared by the customer before or during the fulfilment of the contract by Schneider Sport GmbH, point 6. cancellation conditions applies.

12.4. Schneider Sport GmbH reserves the right to take the temperature of each customer before the start of each course or at the start of each course day. In the event of an elevated temperature, fever or other clear signs of infectious diseases such as COVID-19, Schneider Sport GmbH may, at its own discretion, exclude the customer from lessons. In such cases, the customer is entitled, at their discretion, either to a pro rata refund of any fees already paid or to the issue of a corresponding credit note.

## 13. Place of fulfilment, place of jurisdiction, choice of law, contract language, other provisions:

13.1. The place of fulfilment for all obligations to be fulfilled by both Schneider Sport GmbH and the customer is the obligations to be fulfilled by both Schneider Sport GmbH and the Customer is the location of the central branch of Schneider Sport GmbH.

13.2. If the Customer is an entrepreneur or consumer domiciled outside the area of application of the Brussels I Regulation or the Lugano Convention (i.e. all countries with the exception of the EU member states, Switzerland, Norway and Iceland), the court with subject-matter and local jurisdiction at the registered

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm



# General Terms and Conditions of Schneider Sport GmbH

office of Schneider Sport GmbH is agreed as the exclusively competent court for all legal disputes arising from or in connection with these GTC and/or contracts between Schneider Sport GmbH and the Customer regarding the provision of services by Schneider Sport GmbH. Lugano Convention, the statutory provisions on jurisdiction shall apply.

**13.3.** Austrian law shall apply to the exclusion of Austrian international private law.

**13.4.** The contract language is German.

**13.5.** Should one or more provisions of these General Terms and Conditions be or become invalid, Schneider Sport GmbH and the customer shall expressly agree on such legally valid provisions that come closest to the economic purpose of the invalid provision. This shall not affect the validity of the remaining provisions.

**13.6.** There are no verbal collateral agreements to these GTC. Collateral agreements of any kind whatsoever, amendments or supplements must be made in writing to be effective. This also applies to any waiver of this written form requirement.

**13.7.** All rights and obligations arising from these GTC shall pass to any legal successors of Schneider Sport GmbH.

## 14. Data protection:

Further information can be found in the Schneider Sport GmbH privacy policy, which is available on the Schneider Sport GmbH website.

## 15. Payment:

**15.1.** The booking can be paid by the following means of payment:

- credit card (Visa, Mastercard)
- ideal pay, apple pay (online only)
- cash (only on site)

Any other fees arising from the payment that are not caused by the lessor (bank commissions, bank fees linked to exchange rates, etc.) shall be borne exclusively by the customer.

**15.2.** Credit card payments in favour of Schneider Sport GmbH will be 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 email [support@payyo.ch](mailto:support@payyo.ch) for all enquiries regarding your credit card payments and chargebacks.

Dorfstraße 165  
5754 Hinterglemm

[www.helis.at](http://www.helis.at)  
[info@helis.at](mailto:info@helis.at)

Haidweg 177  
5754 Hinterglemm