

General Terms and Conditions

General

Unless expressly agreed otherwise, these General Terms and Conditions (GTC's) apply to all business between Snowsports Saanenland Saanen-Schönried and its customers. The object of the company is the operation of a snow sports school. This includes, in particular, services such as giving lessons in the skills and knowledge of skiing, snowboarding and all other snow sports offered, without guarantee of a specific progression.

Service promise

The reservation of the service offer establishes the contractual relationship. Both the paid services and the reserved services are considered as confirmed bookings. Every reservation made by telephone, in the ski school office, via the online shop or by other means is binding and will be invoiced. Reservations must be paid by the start of the lesson, otherwise the participant is not entitled to take part in the lesson.

Snowsports Saanenland undertakes to comply with the offer sold, including the points mentioned below.

Snowsports Saanenland only guarantees the service if payment has been made in this respect. For short-term reservations that are not made online, the credit card details (card type, number, expiry date and security code) are required as a guarantee.

The lift ticket is not included in the prices. Digital tickets for lessons are dated, personal and non-transferable.

Group lessons

Children's group lessons

Children's group lessons take place with a minimum of three participants per group of the same level. If there are fewer participants, we reserve the right to combine groups with different levels. Combined groups (levels) do not entitle the customer to withdraw from the contract.

Private lessons

Private lessons take place with a minimum of 1 person.

Payment & Prices

The prices quoted are in Swiss francs. If payment is made in Euros, the corresponding daily exchange rate of the service provider will be applied.

Snowsports Saanenland accepts cash (CHF) and all major credit cards (VISA, Mastercard, Maestro, RekaCard, Postcard), as well as TWINT as means of payment. American Express is excluded.

Condition of participation

Participants undertake to follow the instructions of the instructors, to bring suitable equipment and to dress appropriately for the weather conditions. Participants undertake to inform Snowsports Saanenland before the start of the course of any health problems, pregnancy or similar that may affect participation in the lessons or their organisation. Participation in lessons under the influence of medication, drugs, alcohol, psychotropic drugs or similar is not permitted; if a participant violates the conditions of participation, Snowsports Saanenland or the responsible instructor can exclude him/her from the lesson at any time.

Cancellation, Change, Postponement & Refund

General

Cancellations and changes must be notified in writing by e-mail or at the point of sale. They only become valid after confirmation by Snowsports Saanenland.

In the event of late arrival or premature termination of the lesson, there is no entitlement to a refund or compensation in the form of additional lesson time.

The start of the booking is always understood to mean the agreed meeting time on the first day of the entire booked service.

Lessons take place in principle in all weather conditions. In the event of rain or snow, there is no entitlement to a refund or compensation in the form of additional lesson time.

Snowsports Saanenland will not compensate for lost lesson time due to technical problems of the lifts.

Snowsports Saanenland reserves the right to change, cancel or terminate the programme or individual services after conclusion of the contract and also during the activity if natural and/or weather conditions or other unforeseen circumstances (force majeure, official measures,

safety or other similar risks) make this necessary. If such circumstances lead to changes and/or cancellation of the programme or individual services, the customer shall bear the cost risk. In such cases, there is no right to a refund, nor can compensation be claimed.

Should the lesson be cancelled, the payments made will be refunded minus the services already claimed, whereby claims for compensation are excluded.

Cancellations by the customer are handled as follows:

Up to 24 hours before the start of the lesson

Cancellation/postponement is free of charge.

From 24 hours before the start of the lesson

Neither a cancellation nor a postponement is possible.

A refund is only possible in the following cases:

- In case of illness or accident: only on presentation of a medical certificate signed by a doctor from Saanenland, Pays-d'Enhaut or Simmenthal.
- If all ski lifts are closed and skiing is not possible.

Group lessons

The dates selected for a group lesson package are binding (subject to the exceptions mentioned above). Bookings are not transferable. Group lesson packages (several days or half days) are continuous and cannot be split / broken down into individual days. These are treated as one reservation and not as individual days.

Group lessons cannot be converted into private lessons.

Liability

Snowsports Saanenland is not liable for accidents that occur before, during and after the snow sports lessons and competitions. Snowsports Saanenland excludes in particular any contractual liability for acts and/or omissions of auxiliary persons. The conclusion of an accident or liability insurance is the responsibility of the participants. It is recommended to take out accident and cancellation insurance.

Compensation

Claims for damages due to errors in illustrations, prices and texts are strictly excluded.

Data Protection

Snowsports Saanenland reserves the right to use any picture material for marketing purposes. Guests may revoke their permission to use and pass on data and images at any time by sending a message to info@snow-sports.ch to this effect. The data necessary for the business transaction will nevertheless be treated confidentially. The safety of your data is our priority. We therefore do everything to make your data secure. If you have the possibility of entering personal or business data (e-mail addresses, names, addresses) when purchasing an internet offer, the publication of such data occurs on a voluntary basis. If we require third parties in order to offer the service you order, we are eligible to submit customer data to third parties if this is required for the purpose of the contract. The customer expressly agrees that the data submitted may be saved and processed. The shop operator will always treat your data confidential and will not sell, rent or submit your data to third parties, if it is not necessary for the purpose of fulfilling the contract.

Legal force of this disclaimer

This disclaimer is part of the offer. If any parts or individual formulations of this text should fail to conform to the valid legal situation, or be no longer or not fully in conformity therewith, this shall not affect the content or validity of the remaining parts of the document.

Content of the Online Offer

Snowsports Saanenland (hereinafter referred to as "author") assumes no liability for the topicality, correctness, completeness or quality of the information provided. Liability claims against the author relating to 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 generally excluded, unless the author can be proven to have acted with intent or gross negligence.

All offers are subject to change and non-binding until accepted by Snowsports Saanenland. The author expressly reserves the right to change, supplement or delete parts of the pages or the entire offer without prior notice or to discontinue publication in two parts or permanently.

References and Links

The author is not responsible for any contents linked or referred to from his pages - unless he has full knowledge of illegal contents and would be able to prevent the visitors of his site from viewing those pages.

The author hereby expressly declares that at the time the links were created, no illegal content was recognizable on the linked pages. The author has no influence whatsoever on the current and future design, content or authorship of the linked pages. Therefore, the author dissociates himself hereby expressly from all contents of all linked/connected sides, which were changed after the link setting. This statement applies to all links and references set within the author's own Internet offer as well as to third-party entries in guest books, discussion forums and mailing lists set up by the author.

For illegal, incorrect or incomplete contents and in particular for damages arising from the use or nonuse of such information, the provider of the page to which reference is made is solely liable, not the party who merely refers to the respective publication via links.

Choice of law

Swiss law applies.

Place of jurisdiction, place of performance

Place of performance is the central location of the Snowsports Saanenland. The place of jurisdiction for disputes is Thun. The contract language is German.

Subject to change without notice.

11.2023