

New Generation Ski & Snowboard School Terms & Conditions – Austria

Terms and conditions applicable to bookings made from the 7th Sep 2020 to the 24th Feb 2021 – Austria.

Applicable to bookings made from the 25th Feb 2021 - 18th October 2021.

General Terms & Conditions

1. New Generation Ski & Snowboard Ltd is a booking agent for a series of companies that supply the ski/snowboard instruction covered by your booking.
2. By making a booking with us you agree to the terms and conditions listed below. Please refer to our website for a description of the products referred to below.
3. Occasionally, we make special offers. If there are inconsistencies in the offer with these General Terms, the terms of the offer override these General Terms and Conditions to the extent that they do.
4. All prices quoted are for ski instruction at one of our designated resorts only. You must arrange and pay separately for all other potential costs connected with the lesson(s) booked, for example any equipment hire, lift passes, accommodation and insurance.
5. All bookings are subject to the same Terms and Conditions. Bookings made using credit or gift vouchers are not eligible for a cash refund and a new voucher will be issued for the appropriate amount.

Contract

6. Your contract is with the Syndicat de New Generation (France), New Generation Austria GmbH (Austria) or New Generation Ski School SARL (Switzerland). You are contracting with the company/entity which is incorporated in the country in which your ski resort is situated (referred to “**the Provider**” below). References to “we”, “us” and similar references below are

references to one of these companies. New Generation Ski & Snowboard Ltd will manage your booking. "You" is a reference to you, the person making the booking and those for whom you book lessons through New Generation Ski & Snowboard Ltd.

7. If we believe that incorrect information has been provided regarding the age or level of a child or adult, and we do not have space to move them to an appropriate lesson, we reserve the right to exclude them from the lesson without offering a refund or otherwise being liable to you.

8. Please make sure that you check where you need to meet our instructor for your lesson. This information can be found on our website, from your tour operator or booking agent, or with us. It is your responsibility to ensure that you and those that arrange lessons for are in the right place at the right time for lessons. Any delays to the start time due to you not being able to locate the instructor will unfortunately not be refunded and we may not be able to make up the time at the end of the lesson.

9. In some lessons and clinics, your instructor might include some off-piste skiing away from the piste markers. Please check your insurance policy to ensure that you have adequate insurance to cover you for injuries suffered off-piste. In some off-piste-specific sessions you will be required to wear avalanche safety equipment. If you don't have any, we can point you to where you may be able to hire suitable equipment. We reserve the right to remove clients from these sessions if appropriate safety equipment is not used by the client.

10. Instructors will decide what they consider in their sole discretion appropriate terrain for the level of skiers or boarders in their lessons. This may be on or off the piste. You must ensure that you, and everybody you book on behalf of, has insurance to cover this eventuality, or you must decline from going off piste. If you or those for whom you have booked do so without such insurance, it will be due to your own negligence. If you or any of your party become uncomfortable, you must tell the instructor immediately so they can take immediate action to keep you safe.

11. There may be circumstances in which we need to contact you during your holiday. It is your responsibility to ensure that we have your current and up to date contact details, by a means where you will receive and notice our messages and attempts to contact you instantly.

Liability of the Provider, Limitation of Liability

12. Skiing and snowboarding are hazardous activities and you undertake them at your own risk. You must obtain insurance for your skiing lessons.

The Provider is liable for:

- the conscientious preparation of the agreed-upon service
- the careful selection and monitoring of individuals providing the services

The Provider is not liable in any way for damages which you inflict to yourself or your equipment.

The services provided by the Provider mainly take place in free terrain, partially under difficult or very difficult conditions. Unfavourable weather conditions such as rain, snow, fog or dust can make conditions even more difficult.

Regardless of difficulty level, the ski/snowboard instruction is very demanding on the equipment as well as your physical fitness and riding technique. Therefore, you are urged to only participate in the courses with properly serviced sports equipment and the usual/mandatory safety equipment as well as to realistically assess your own capabilities.

As skiing/snowboarding is a high-risk sport, accidents and damages can never be ruled out completely; therefore, the following applies when you make use of the services provided by the Provider:

With the exception of personal injuries, in which case the Provider will be liable in case of at least negligent behaviour, the Provider is not liable for damages, insofar as those damages are not caused by the deliberate or grossly negligent behaviour of the Provider, his/her legal

representatives or agents and the behaviour causing the damages does not relate to the Providers' main obligations of the concluded Contract. This exclusion of liability does not apply to completely unforeseeable or atypical damages which you could not have anticipated.

Client Code of Conduct

13. All persons who use our services must always act in a safe and appropriate manner, both on and off the snow. Situations can develop for the worse very quickly in mountainous environments and without any prior indication that they might happen. We reserve the right to remove and exclude anyone from lessons without warning (and without giving any reason at the time) to those who are not adhering to relevant safety guidelines and/or directions from instructors. This can be expected where you are in any way endangering yourself or others, where the experience of other participants is being adversely affected, or where physical or verbal abuse of any other person is evident or suspected, and whether or not you believe exclusion is acceptable or not. In such a circumstance you will not be entitled to any refund.

14. Such situations may include but are not limited to the following:

- a. Not adhering to the safety guidelines mentioned by the instructor and/or using your common sense to keep yourself safe;
- b. Not following directions given to you by the instructor;
- c. Failing to adhere to the [International Ski Federation Code of Conduct](#) – ie the 10 FIS Rules of Conduct;
- d. Skiing under the influence of alcohol or any drug that may adversely affect your physical coordination or mental state;
- e. Putting any other person at risk of injury and/or in danger; and
- f. Not following government safety protocols.

15. You remain responsible at all times for the conduct of persons for whom you book services of a Provider.

Operational Interruptions

16. If the resort is open (or partly open) the services will be delivered as planned to the extent available. Our instructors will use the open areas available to them to deliver the services in a manner that ensures your safety.

17. Interruptions in resort operations and how resorts choose to administer their businesses are completely outside of our control. Where decisions made by resorts impact usual delivery of our services, you will not be entitled to any reimbursement, compensation or discount. Such situations may include but are not limited to the following: Technical malfunction, strike, adverse weather conditions, excess or insufficient snow cover, power failure, disease outbreak, epidemic, resort closure and/or volume restrictions on visitor numbers. Upon request, we will provide a letter to your insurer to assist you with your insurance claim. We will not be liable to you for any such event, howsoever arising.

Force Majeure

18. In no event shall the Provider of the services be held responsible or liable for any failure or delay in the performance of its obligations where it was legally and/or physically impossible for the lessons to be performed, such as an event covered by the term 'Act of God' (e.g. severe weather, volcano eruption, earthquake) or events such as war, epidemic, disease control measures implemented by the ski resort, government intervention (including deleted legislation and executive orders, refusal of licence to operate for political reasons, travel restrictions), strike, criminal and/or tortious conduct on your part or any other event beyond the control of the supplier (a "Force Majeure Event").

- a. New Generation Ski and Snowboard Ltd shall notify the other party as soon as is practicable following commencement of a Force Majeure Event.
- b. It is understood that we will use reasonable efforts which are consistent with accepted practices within the snow sports industry to resume performance as soon as and if practicable in the circumstances as they exist at the time;
- c. in the event of a Force Majeure Event, and where we are unable to resume performance in time for the contract to be fulfilled, you will not be entitled to a refund.

Cancellation

19. Payment is required in full at the time of booking (unless otherwise arranged and confirmed in writing by us). In the event of cancellation by you for whatever reason, reimbursement will be calculated as follows:

- a. 45 days or more (before the first lesson commences) we will refund 100% of the lesson price
- b. 44 – 29 days (before the first lesson commences) we will refund 90% of the lesson price
- c. 28 – 15 days (before the first lesson commences) we will refund 70% of the lesson price
- d. 14 days or less (before the first lesson commences) there will be no refund available.

20. If you are unable to attend the lesson on the day, we will not issue a refund for the missed lesson or reschedule. We are happy to provide a letter for your insurance company.

Age requirements for our lessons

Children's Groups Children's Groups Children's Groups Children's Groups Children's Groups Children's Groups Teen Groups Private Lessons Adult Ski Groups Adult Ski Groups
Snowboarding Groups

Whippersnappers Wallabies Young Arrows / Arrows Bombers Rockets Freeride Pro Rider Private lessons (ski or board) Adult group lessons Clinics
Snowboarding Groups/Clinics
4-8yrs 9-12yrs 5-7yrs or 7-12yrs 6-12yrs 8-13yrs 10-13yrs 13-17yrs 3yrs+ 13yrs+ 16yrs+
10yrs+

21. We reserve the right to remove clients from our groups at the start of the lessons if it is apparent to the instructor that the person does not meet the age restrictions stipulated above, and if applicable parent/guardian of the child cannot produce proof of their age.

Level

22. A full description of each lesson type and level is available on our website. It is your responsibility to make sure that you book yourself and the others in your party into the correct level and lesson type. Where we think it is necessary, we reserve the right to move you to a different level or lesson.

Group lessons and Clinics

23. At the start of group lessons, we will check your level. If necessary, we may move people between groups to ensure smooth running of the lessons. Accordingly, we may have to alter group sizes; this may mean that groups increase to one above the advertised maximum.

24. All our group lessons need a minimum of 2 people to run.

25. If you are the only person booked into a group, we will contact you no later than Friday of the preceding week to discuss your options:

- You can cancel the lessons for a full refund.
- You can convert your group lessons to private lessons.

26. We reserve the right to change the lesson start time, should this happen we will let you know.

Data usage and privacy

27. You can see how NGSS uses your personal data on [our privacy policy page](#).

28. The privacy policies of the Providers are located at:

- [New Generation Austria GmbH](#)

Consent to Use Photo and Video Material

29. During your lessons, we may take photos and video of clients (including children under the age of 18), for coaching and marketing purposes. We may publish any photo and video

material (especially photos, videos, interviews, and so on) created during the provision of the agreed-upon services in any form and in any media. You give your consent to the publishing of such photo and video material and to processing of your personal data without demanding any payment whatsoever.

Contact Details

30. New Generation Ski and Snowboard Limited, an English company with registered number 08491313 and located at First Floor Roxburghe House, 273-287 Regent Street, London, W1B 2HA.

31. New Generation Ski and Snowboard Limited is the agent of each of the service providers listed below:

Telephone: +44 1462 674000

Email: info@skinewgen.com

- New Generation Austria GmbH, an Austrian company with company Reg No FN 461443 with a registered and physical address at Dorfstrasse 56-58, 6580 St. Anton am Arlberg, Austria
- d. You can contact any of the above mentioned companies through your booking agent, New Generation Ski and Snowboard Limited at info@skinewgen.com.

General

32. Entire Agreement:

This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to its subject matter. The parties confirm that this agreement contains all matter upon which they have relied to enter this agreement and they have not relied on any matter not referred to. It is a condition of this agreement that you obtain insurance cover for all events arising from and/or connected with your lessons.

33. No partnership or agency:

Nothing in this agreement shall establish any agency, partnership between any of the parties, save as expressly set out in this agreement.

34. Assignment:

New Generation Ski and Snowboard and/or the Provider shall be entitled to transfer this agreement and/or any its rights and obligations whether in whole or in part from time to time without your consent.

35. Third Parties: The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

36. Place of Performance and Place of Jurisdiction: : If you are a company within the meaning of Art. 1 Par. 1 No. 1 Austrian Consumer Protection Act [KSchG], it is agreed that the court with the exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship with the Provider is the court at the Providers's business location.

The place of performance for deliveries, services and payments is the Provider's business location.

37. Applicable Law: The agreed-upon applicable law is the national law at the Providers business location under exclusion of the UN Convention on Contracts for the International Sale of Goods.