

# Terms and Conditions

## 1. General

For all transactions between the customer and the Whiteguides apply our German terms and conditions. Translation into other languages are a service provided by our site and does not have a valid claim.

Whiteguides is a marketing platform for independent licensed ski instructors and ski guides or mountain guides. We have teamed up to benefit of the synergies of a joint marketing and accessibility for our customers. For our clients we act under a common name and a common appearance, with the same corporate design, corporate identity and clothing. Despite this common appearance every Whiteguide remains self-employed and independent of that platform.

Whiteguides offer services around the skiing lessons and ski tours. Our services include ski lessons in learning, applying and to perfect the skiing technique on the slopes, ski racing trainings, demo- and formation training, steep slopes-, mogul slopes- and off-piste trainings, freestyle and free-ride lessons. It is not only the technique of skiing, but also snowboarding, cross-country and telemark is taught in these fields.

We also take our guests both to off-piste skiing and ski tours. We teach them the necessary security measures and advise them to the dangers and risks.

Our guides have all the highest qualification of their nation. All are state-certified ski instructors and ski or mountain guides. Therefore, the highest quality is guaranteed.

### Main users:

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### Responsible for the content, the web design, the copyrights and ownership:

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### Representatives of the service and Platform:

These representatives are not responsible for the content, web design, Copyright of the Platform. They are not owners of the platform and not connected with the service that Platform Whiteguides brings.

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Zuständiges Finanzamt: Finanzamt Feldkirch

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Berufsverband: Vorarlberger Berufsschileherverband  
Zuständiges Finanzamt: Zell am See

## **2. Contract conclusion**

Reservations can be made directly with the guide by email or phone. Reservations are only effected after a written confirmation by the guide and after receipt of the complete name, address and credit card information. All prices quoted by us are in the local currency in which the guide has its head office, including VAT.

## **3. Execution of the contract**

The rating of the skills of our guests for the execution of the lesson, which the client wishes, rests with the guide. Should the skills and the conditions of the client may not be sufficient, there will be alternative suggestions, so that the necessary conditions can be developed by the guest. This will enable the client to continue the lesson at a later date when all conditions have been achieved. The decision when the conditions are sufficient for the desired lesson, rests within the rating the Whitegui'd'e.

The wishes of our guests will be respected by the guides and realized within the limits of security. If the security and safety of our guests can't be ensured, the guide will offer alternatives. Reasons for the lack of security can be e.g. weather conditions, terrain risks, danger of avalanches and insufficient or missing equipment (Pieps, probes, shovel). The Whitegui'd'e decides what safety issues are to consider and explains the guest, which issues and reasons argue against the security.

In any case, the guest is not entitled to cancel the contract for the above-

mentioned reasons and to demand the refund of course fees. The safety of our guests is our leading thought and got priority for the Whitegui'd'es.

#### **4. Prices**

The prices for the services of our Whitegui'd'es are fixed by the guide himself. He is not bound to any price specifications through the platform. The price will orientate above the prices of the ski schools though, since we guarantee the highest level of qualification for our services.

Fixed daily prices for the classic ski lessons are for 4 hours. The fixed daily rate of our services as guides includes a day tour, which takes at least 4 hours normally (depending on the external conditions and the physical conditions of the guest). The decision on the actual length lies in the hand of the guide.

#### **5. Payment Terms**

For bookings more than one month in advance, 30 % of the invoice amount shall be paid immediately after the written confirmation as a deposit to the account of the guide. The final payment will be carried out at the end of the services or after the lesson were canceled. The remaining amount can be paid by cash or bank transfer. After consultation with the guide, you may pay by credit card or Maestro card in certain hotels at the front desk. The price for cancellations will be charged directly from your credit card.

#### **6. Liability provisions**

In principle the guide is liable in accordance with the legal provisions only for damages which were caused with intend or through gross negligence. A corresponding liability insurance exists. During all activities the participants are not insured against accidents. A relevant accident insurance is the responsibility of the participants.

The platform Whitegui'd'es serves exclusively as a marketing tool for the guides and is therefore not liable for whatsoever. The guide is from the first contact on responsible for the guest, to inform him on the offer, the costs, the risks and the terms and conditions.

#### **7. Cancellation of the contract**

Cancellation up to 21 days before the skiing day are free of charge. For cancellations up to seven days before the first Ski day, 30% of the total price are due. For later cancellation less than seven days before the first skiing day, 60% of the total price will be charged. Last minute bookings up to five days before the first booking day can be cancelled until 10.00 clock of the previous day, after that there will also 60% of the total price be charged. In case of cancellation during ongoing service or in default of appearance at the agreed appointment there will be no refund. Bad weather conditions are no reason for cancellation. In case of cancellation due to illness or accident, on presentation of a medical certificate from a local doctor, the day will not be charged

#### **8. Court of Jurisdiction**

For any litigations arising from this contract, only the court at the place of

business of the relevant guide is responsible.

### **9. Choice of Law**

It applies the law of the country in which the guide has his head office.

### **10. Legal validity**

If any clause of these Terms is invalid, this shall not affect the validity of the remaining clauses and the entire legal transaction. The invalid clause shall be replaced with one that comes as close as possible to the economic intent of the invalid condition.