# General terms and conditions of business

### General

Unless expressly agreed otherwise, these General Terms and Conditions of Business (GTC) apply to all business transactions between the BIkeschool Lenzerheide and its customers. The object of the company is the operation of a bike school. In particular this includes services such as teaching the skills and knowledge of mountainbiking, without guarantee of a specific training success, as well as guiding and accompanying in biking.

### **Service promise**

The payment of the service offer constitutes the contractual relationship. Both the services paid for on site and the online reservations are considered confirmed bookings. The Bikeschool Lenzerheide undertakes to comply with the offer sold, including the points listed below.

The Bikeschool Lenzerheide guarantees the service only if the full payment has been made in this respect.

In principle, the bike instructors teach in all weather conditions. The Bikeschool Lenzerheide reserves the right to modify, cancel or terminate the program or individual services after the conclusion of the contract and also during the activity if natural and/or weather conditions or other unforeseen circumstances (force majeure, official - and/or safety measures or other risks) make this necessary. If lessons are cancelled for the reasons mentioned above, a partial refund will be made.

### **Group lessons**

Group lessons take place with a minimum of three participants (Camps four people). If a group is reduced to less than three participants or if it is required by the organization, the Bikeschool Lenzerheide reserves the right to combine groups with similar strengths or different meeting points or to cancel the courses at short notice. Due to the flexible organization, a change of Instructors is also possible.

### **Ticket of the Bikeschool Lenzerheide**

The tickets of the Bikeschool Lenzerheide do not include the use of the lifts. The Bikeschool Lenzerheide will not provide any compensation for lost lesson time caused by cableway and lift system failures. Tickets are personal and non-transferable.

### **Cancellation**

Cancellation of a reservation must be made with the booking office at least 48 hours before the start of the course. Otherwise the full rate according to the booking will be charged.

### Refund

A refund on our part will only be made if the cancellation is made on time. In case of late arrival or premature termination of the course, there is no right to a refund.

Refunds for cancelled bookings will be made by the same method of payment used for the original transaction or by bank transfer.

In the event of accident/illness or other hardship, the costs will be carried by a cancellation insurance, provided such insurance has been taken out in advance. The refund is the responsibility of the guest. We recommend the conclusion of an appropriate insurance policy.

Restrictions of the operation such as wind and weather influences or operational disturbances entitle neither to a refund nor to a compensation.

# **Prices / Terms of payment**

The prices indicated are in Swiss francs. If payment is made in Euro, the conversion rate 1: 1 will be applied. The prices are VAT-free. In addition to payment in cash, the most common debit and credit cards (Mastercard, VISA, Maestro and Twint) are accepted at the points of sale and in the online store.

Payment must be made immediately after booking and no later than before the start of the course.

The Bikeschool Lenzerheide reserves the right to replace an unpaid reservation of group or private lessons with paid bookings.

## Liability

The Bikeschool Lenzerheide is not liable for accidents that occur before, during and after the snow sports lessons and competitions. The conclusion of an accident or liability insurance is the responsibility of the participants.

## **Data protection**

The Bikeschool Lenzerheide reserves the right to use any photographic material for marketing purposes. Guests may revoke their permission to use and share data and images at any time by sending a message to this effect to **info@bikeschulelenzerheide.ch.** The data necessary for the business transaction will be treated confidentially.

### **Website and other online contents**

The Bikeschool Lenzerheide (hereinafter referred to as "author") reserves the right not to be responsible for the topicality, correctness, completeness or quality of the information provided. Liability claims against the author, which refer to material or immaterial nature caused by use or disuse of the information or the use of incorrect or incomplete information are excluded, unless the author is not intentional or grossly negligent fault.

All offers are subject to change and non-binding. Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by the author without separate announcement.

### **References and links**

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

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

For illegal, incorrect or incomplete contents and in particular for damage, which develops from the use or non-use of such kind of presented information, alone the offerer/the offerer of the side, to which one referred, is responsible in particular that, which refers over left to the respective publication only.

## Place of jurisdiction, place of performance and choice of law

Swiss law shall apply.

The place of performance is the central place of business of the Bikeschool Lenzerheide. The place of jurisdiction for disputes is Vaz/Obervaz. The contractual language is German. Subject to change without notice.

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