



## **psst gmbh** **terms and conditions**

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### **Thank you for your choosing the private snowsports team.**

With the receipt of your booking through the representative of the private snowsports team a contract between you and the private snowsports team GmbH is created (hereinafter referred to as PSST) which includes the following terms and conditions.

#### **1. Enrolment.**

Enrolment can be made in writing, by telephone or personally with the regional representatives of PSST. By enrolling you acknowledge receipt of the current general terms and conditions included in the contract.

#### **2. Object of agreement.**

PSST commits itself to providing the activity you desire according to the description in the current prospectus. Any special requests can be considered in agreement with PSST, for which an individual and binding price will be arranged accordingly.

#### **3. Completion of contract.**

With the receipt and confirmation of your booking through the representatives of the PSST a formal contract comes into existence and is then fully binding for all parties.

#### **4. Prices.**

The prices for the activities are displayed in the current PSST-price list. They are to be understood in Swiss Francs at the current daily exchange rate at the date of the payment and are valid for individuals or groups up to 6 persons. Prices are subject to change.

#### **5. Conditions of payment.**

Payment is to be made in cash, pre-payment or via credit card (without addition of charges). Payments not made on time entitle PSST to withhold the services or terminate the contract. Charges due for any cancellation are payable by the client according to paragraph 6.

#### **6. Terms of cancellation or changes in the contract by the client.**

Any cancellation of the contract by the client prior to the commencement has to be in writing by letter or orally with a written confirmation through PSST under enclosure of any already received documents (tickets, written confirmations, detailed programs etc.). The cancellation becomes effective upon receipt of the documents by PSST. With every cancellation the following charges are made (in percentage of the sum for the booked reservation):

up to 30 days prior to the commencement of the activity:	free of charge
29 - 20 days prior to the commencement of the activity:	20%
19 - 10 days prior to the commencement of the activity:	30%
09 - 01 days prior to the commencement of the activity:	75%
on the day the activity is due to begin:	100%

The client is charged 100% of the package price if the activity cannot be carried out through the fault of the client (client belated or does not appear for participation). Any additional costs incurred as a result of the late attendance of the client are chargeable to the client. If a client appears late or leaves the activity early he is not entitled to claim reimbursement. No charge will be made for any changes made up to 30 days prior to the activity. If the change of the activity reservation occurs any later than 30 days prior to the original reservation date then the terms of the cancellation become effective.

#### **7. Annulation or change of order through PSST prior to the begin of the activity.**

The activity can be cancelled on behalf of PSST if the participant gives justified cause therefore through his actions and omissions. In this case the terms of the annulation charges according to paragraph 6 become effective. If the carrying out of the activity is endangered or rendered impossible through a force majeure, weather- or nature-related circumstances, official regulatory action or security risks, then PSST can cancel or prematurely abort the activity. The price payed will be reimbursed less the already due expenditures on behalf of the operator; Compensation claims are ruled out. Program modifications shall remain reserved explicitly, PSST will endeavour to find a possibly equivalent service as a compensation in this case.

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### **8. Change of program or discontinuance of the activity after the completion of the contract.**

PSST reserves the right to change the activity program oder individually arranged services if unpredictable circumstances beyond control (force majeure, weather- or nature-related circumstances, official regulatory action or security risks) require so. In this case PSST will endeavour to provide equivalent compensatory services. If a substantial program change occurs that consequently increases the price by more than 10% then the client is eligible to rescind from the contract.

### **9. Termination of the activity through the client.**

If the client terminates the activity prematurely or leaves early then he is not entitled to reimbursement. Any additional charges are charged to the client.

### **10. Conditions of participation.**

Good health is a requirement for all activities. The client must inform the PSST about any health-related problems. Participation in any activity under the influence of alcohol, drugs, psychotropic drugs or similar substances is not permitted. It is the duty of the client to act strictly in accordance with the instructions of PSST, the guides and any ancillary staff. PSST reserves the right of exclusion of the client from the activity in the case of non-compliance with the conditions of participation or instructions from the staff. If any such exclusion occurs prior to the commencement of the activity the terms of cancellation apply. If the exclusion occurs after commencement of the activity the client has no right to reimbursement.

### **11. Insurance/ exclusion of liability**

The client is not insured through PSST. The client must arrange for sufficient illness- and accident insurance cover individually (including sports accidents); a cancellation insurance is recommended.

Despite competent and professional conduct of the activity accidents can happen. PSST cannot be held liable for accidents, any participation takes place at the clients own risk.

### **12. Complaints.**

Complaints are to be made to the operator of the activity immediately and have to be confirmed through him. The operator of the activity is not entitled to accept complaints on behalf of PSST but will strive to find a remedy acceptable to all parties within it's given possibilities and the scope of the activity. Compensation claims have to be received by the operator in writing via recorded mail within four weeks after the activity has ended. Any documentary evidence must be included with this letter. No claim will be entertained unless submitted as outlined above.

### **13. Liability.**

PSST accepts liability for defects or losses in the conduct of the activity that do not fulfil the terms of the contract but subject to any exceptions as set out above. The client has a right to claim compensation in the event of any fault on behalf of PSST provided no equivalent service can be arranged as compensation on the spot. For all remaining damages (not including damages to persons) the liability is limited to double the total booking price of the booked PSST service. PSST rejects any liability for damages and disadvantages of any kind that occur without any fault on behalf of PSST. PSST only accepts liability for actions on behalf of the activity instructors if they have acted irresponsibly in their conduct of the activity instruction. In the case of a culpable cancellation PSST can render an equivalent service of compensation within an appropriate period of time, in this case all compensation claims are excluded. PSST also mediates access to products and services of other operators to its clients. From this service of mediation as an agent no liability can be accepted for the fulfilment of contracts, accidents, delay, losses or other irregularities. Also excluded from liability are damages caused by an force majeure, acts of war, strikes, epidemics, natural disasters or official orders. If the directives of PSST are not obeyed all liabilities on behalf of PSST are denied.

### **14. Applicable law.**

All matters relating to the client with PSST are subject to Swiss law, and the respective terms and conditions of Swiss law apply. If these respective terms and conditions of the law provide more stringent limitations of liability of the conditions of entitlement then they apply instead of the terms and conditions set out herein in the present terms and conditions of PSST.

### **15. Legal domicile.**

For all legal conflicts resulting from this contract St. Moritz is the sole venue of jurisdiction.