

SPECIAL TERMS AND CONDITIONS FOR THE HIRING AND SALE OF ADDITIONAL SERVICES

Hiring of sports equipment, sports clothing and ski storage

1. Weisse Arena Leisure AG, Laax ("WLE") generally hires out sports equipment, sportswear and ski storage facilities. Mountain Vision AG ("MV") or Mountain Adventures AG ("MA") may also provide hiring services on a case-by-case basis. Except in the event of package deals, MV and MA act as agents of WLE. In this case, the hiring agreement is concluded directly between WLE and the customer. These Special Terms and Conditions form a part of the applicable General Terms and Conditions.
2. Ski equipment can be kept at the ski storage facilities hired out by WLE on a daily, monthly or seasonal basis. The units are not lockable and are unsupervised.
3. WLE is entitled to change the prices before acceptance of the hiring offer. Customers shall be informed about any such price changes.
4. Half-day hires start at 12.00 p.m.
5. If customers withdraw from the contract because they have suffered an accident at the Flims Laax Falera ski resort, WLE shall issue them with a credit for the remaining hire-period. The credit entitles customers to WLE services and can be redeemed until the end of the next winter season. No cash payments shall be issued. The application for such credit must be accompanied by a medical certificate and confirmation from the emergency services.
6. In all other instances, customers will not be entitled to a refund if they terminate the contract. This particularly applies in the following cases:
 - if customers cannot use the hired items due to weather conditions or due to malfunctions of the lift systems;
 - in the event of the customer falling ill;
 - in the event that the contract is only effective for one day.
7. In the event of any termination of the contract by the customer, a processing fee of CHF 40.00 shall be made payable to WLE.
8. WLE may at any time and immediately terminate the contract if customers do not handle the items hired with due care, vandalise them or permit third parties to use them.
9. Sports equipment may be insured online or, if booked at the resort, through WLE against damage and theft. The deductible payable by the customer is CHF 300.00. Unless otherwise stated, the insurance premium is not included in the hiring price. Customers should inform WLE immediately if hired items have been stolen or damaged. In the event of theft, customers should report the theft to the cantonal police in Flims. Customers are expected to provide WLE with the corresponding police report. WLE shall replace the stolen or damaged hired items immediately for the customers, provided that they have taken out insurance with MA. If no insurance has been taken out with MA, the customer shall be fully liable.
10. Any liability on the part of WLE for the storage of ski equipment in the ski storage units hired (such as in the case of theft) shall be excluded.
11. Payment conditions: Customers may make payment solely by credit card or in cash at the resort. A valid credit card must be provided when booking to secure the reservation. MV or WLE will charge any fees to the customer's credit card on file. Customers shall expressly agree to this clause.

Sales of ski and snowboard lessons

1. Mountain Adventures AG, Laax ("MA") operates the Swiss ski school Flims Laax Falera, the snowboard school Flims Laax Falera and the Freestyle Academy. Registrations for ski and snowboard lessons are generally submitted to MA. MV also accepts registrations as an agent for MA. The contract is always concluded between MA and the customer.
2. MA is entitled to change prices before acceptance of registration. Customers shall be informed about any such price changes.
3. In the case of customers registering several persons for lessons, they shall also be liable for the fulfilment of the contractual obligations of all registrants, especially for the payment of training fees.
4. If a registration is cancelled by the customer without good reason less than 24 hours before a lesson or they do not attend a lesson without presenting a valid excuse, they shall pay the price of one lesson as an administrative fee to MA.
5. If customers are unable to attend lessons, they shall have the right to enter a replacement customer in the contract. In this event, they shall be jointly liable with the replacement customer for paying the training fees.
6. MA is entitled to refuse or cancel lessons if customers give justified cause to do so. Customers are not entitled to claim for damages.
7. MA is entitled to change the programme or offer if this should become necessary for whatever reason. Such changes shall not give any claim to compensation, provided these do not materially change the character of the contractually promised performance.
8. Should customers cancel their lessons early, they will not be entitled to a refund of the training fees paid. An exception is the involuntary non-participation in lessons by customers as a result of illness or accident. On presentation of a certificate from a practising physician in the Ilanz-Chur region, customers shall have their training fees refunded for any as yet unused contractual services..
9. Any claims relating to defects or damages must be submitted in writing to MA within one month after the end of the training. The initial claim must be accompanied by confirmation of attendance to the lessons as well as any other form of evidence (police reports, receipts, payment vouchers, etc.). If customers fail to promptly report defects and damages or do not assert any claims within one month, all claims for refunds or damages shall be forfeited.
10. MA shall not accept any liability for accidents or damages suffered by the customer during the lessons. An exception applies only if the accident or damage was caused by the snow sports instructor or was the result of a negligent breach of duty by him.
11. Customers may make payment solely by credit card or in cash at the resort. A valid credit card must be provided when booking to secure the reservation. MV will charge any fees to the customer's credit card on file. Customers shall expressly agree to this clause.