

General Terms and Conditions

THE COMPANY - CONNECT SNOWSPORTS - IS A TRADING NAME OF REGISTERED LIMITED COMPANY AWESOME EXPERIENCES GMBH ("THE COMPANY"), CHE-347.711.104

1. BOOKING

(a) The person reading the General Terms and Conditions declares that he/she has the authority of the party member (and when party member is under 18, the authority of a parent or legal guardian) (the "Trainee" or "Trainees") to contract the Company on behalf of said Trainee on the basis of these conditions and have agreed to be bound by them. No additions, deletions, or adjustments may be made to these conditions apart from in writing by the Company.

2. DEPOSIT

(a) A non-refundable deposit is required at the time of booking to reserve a place on the Course. This is normally 10% of the total Course fee. Should a Trainee withdraw from the Course for any reason, the Company will retain the deposit.

3. PAYMENT

- (a) Where payment is within 12 weeks of the Course, payment, including extra services, must be received in full upon making the booking. The Company reserves the right to cancel the reservation, without refund of deposit, if this condition is not met.
- (b) A place on the Course is not considered fully confirmed or guaranteed until full payment is received.
- (c) All charges will be in Swiss Francs and may be paid by credit/debit card (excluding American Express) or bank transfer. You will be liable for any bank charges incurred when paying by bank transfer.
- (d) Connect Snowsports is owned and operated by Awesome Experiences GmbH, a Swiss registered company. If a client pays by credit card or debit card we will need to cover the transaction into CHF. The rate will be determined by using the end of day GBP / CHF exchange rate.
- (e) A booking fee of at least 10% of the course fee is required to reserve the Trainees place.
- (f) Full payment of the final remaining amount to be paid 12 weeks before the course start date or earlier.
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4. INSURANCE

(a) Due to the nature of the snowsport industry, injuries and accidents are not unusual which is why you are required to arrange to have suitable insurance in place to cover for this unfortunate eventuality. The

Trainee, by their acceptance of these conditions, acknowledges that Courses involve activities which involve some inherent risk.

- (b) Travel insurance (including cancellations, curtailments, theft, accident, medical, third party) and equipment insurance is not included in the package price.
- (c) It is essential that you have your own insurance to cover you on your Course. This should cover the risk of cancellation as well as medical and repatriation and third party liability insurance. It is your responsibility to obtain (cancellation, curtailment, ill health, medical expenses, accidental injury, liability for injury to others and death) and check that your insurance is in place before you attend any course.
- (d) Refunds will not be made for any injury or other loss sustained during the course or before its start. Refund policy will be in accordance with the Cancellation framework below.

5. CANCELLATIONS

- (a) Cancellations 12 weeks or more before the Course start date, the Company may agree to hold in credit the deposit amount, in the event that the Trainee participating in a subsequent Course- This will be considered on a case by case basis. Any additional payments above the 10% deposit will be refunded minus any bank charges and fees.
- (b) Cancellations notified to The Company in writing between 12 and 6 weeks weeks prior to the Course start date, will result in loss of deposit and liability for the 50% of the "balance of payment" for your Course booking. If payments in excess of this amount have been made, the Company will refund the excess minus any bank charges and fees.
- (c) There will be no refunds for your non-attendance of a Course without prior written notice, regardless of the reason for your non-attendance.
- (d) Cancellations less than 6 weeks before the course will result in loss of deposit and liability for the full amount of "balance of payment" for your Course booking.

6. RESPONSIBILITY

- (a) Prior to booking any Course you must read the Course content and Course pre-requisites to ensure the Course is suitable for you. All ski instructor Courses require a good deal of (honest) self-assessment by you before you book. If you are in any doubt about whether you are at the right level for your chosen Course then you must first contact The Company to speak to a trainer before you book the Course. By completing the booking process you confirm to The Company that you have read and understood the self selection criteria for the Course you are attending and that you meet the pre-requisites, where stated.
- (b) Acceptance of a place by the Trainee on a Course, binds them to be responsible, to adhere at all times to the instructions of the leaders representing the Company. The commission of an illegal act or behaviour that

is detrimental to the safety and welfare of Course members may result in the Trainee being asked to withdraw from the Course without the right to refund.

- (c) The Company shall be entitled to recover from a Trainee the cost of all damage or loss caused by the Trainee. The Trainee must undertake to behave in such a way as to not harm the reputation of the Company.

7. EVENTS BEYOND OUR CONTROL

- (a) No reimbursements will be made for late arrivals or early departures. No reimbursements will be made for natural disasters, closing of airports, technical problems, threat of war, pandemics, endemics, transportation accidents, fire, bad weather or any other events beyond the control of The Company that may affect the running of the programme; these will not be the responsibility of The Company. If The Company decides that the Course cannot be run, we will refund the total amount of money received. If the participant decides on his/her own not to attend, even though it will normally run, that participant cannot claim any refund.
- (b) Pandemics: We strongly recommend that all Trainees are aware of the insurance cover that they have in the event of a pandemic. In the event of restrictions in the country where the courses is taking place that prevent the course from starting, we will follow Swiss regulations and refund all of the course fees received. In the event that a Pandemic causes a disruption or curtailment, we will refund f or the proportion of the course costs that were not delivered. In the event that a Trainee cannot travel to their course due to a Pandemic, we will in the first instance offer to switch the Trainee onto a subsequent course, and if this is not suitable, we will refund course fees.

8. LIABILITY

- (a) It is not possible for The Company to be responsible for any service not directly under our control, such as, but not limited to, ski lifts, airlines and world events. Accordingly, The Company will not be responsible for any additional expenses, distress, disappointment, loss, damage, injury, accident, delay, inconvenience or irregularity resulting from the act of any other company, firm or persons, unless caused by either the proven negligence of or lack of diligence by The Company. Any claims with respect to such matters must be made against the appropriate principal.
- (b) Furthermore many suppliers of adventure services will require a release of liability to be signed by trainees, acknowledging and accepting the risk involved. Trainees must acknowledge the natural risks including but not limited to avalanches, mountain terrain, wild animals, and all weather and road conditions.

9. ADVERSE WEATHER CONDITIONS

- (a) The Company cannot be held responsible for adverse weather conditions that negatively affect the Trainees' ability to participate in activities. If The Company considers weather conditions to be hazardous, skiing may be curtailed or cancelled. If ski days on the hill are cancelled, we will endeavour to find alternative suitable activities.
- (b) You accept that snowsports are conducted in an open environment, resulting in mountain conditions that can change significantly from day to day and from time to time. The Company does not guarantee that the Course can be run (or run continuously) on the day or days in question if the Course venue is adversely affected by snow, lack of snow, weather or by any other circumstances which hinders or prevents the safe running of the Course or elements of the Course, as to which The Company shall be sole judge.

10. PROMOTIONAL MATERIALS

- (a) The Company reserves the right to use any photographs or work by participants on its website and publications.

11. MEDICAL TREATMENT

- (a) The Company shall have full authority to take whatever action it deems necessary to safeguard the health and well being of the Trainee.
- (b) You accept that ski instructor Courses contain a large element of physical activity and that any physical activity can be strenuous. If you have any medical condition which may be caused or aggravated by such physical activity then, prior to booking, you should seek professional medical advice and if you then book a Course, you participate in that Course at your own risk. Before booking, you must inform The Company if you suffer from any Medical Condition which may be caused or aggravated by physical activity or which would make it more likely that you might be involved in any incident which could result in injury to you or others on the Course. After your booking is accepted by The Company (and before commencing your training), you must inform The Company of any new Medical Condition which has arisen.

12. CANCELLATION OR MODIFICATION OF PROGRAMMES

- (a) The Company reserves the right to cancel or change any programmes because of insufficient number of participants or any other reason beyond its control. If this rare event occurs an alternative exam or full refund will be offered.