

GENERAL TERMS OF DELIVERY REGARDING SKI AREA SERVICES

Suomen Hiihtokeskusyhdistys r.y. (the Finnish Ski Area Association, FSAA) (hereinafter referred to as “SHKY”) and the Consumer Ombudsman have agreed upon the following Terms of Delivery regarding Lift and Slope Services at Ski Areas. These terms of delivery were updated on 8 December 2009.

1. APPLICATION OF TERMS OF DELIVERY

1.1 These terms of delivery apply to the offering, purchasing, implementation, and use of, as well as to settling any disagreements rising out of or in connection with, the services provided by SHKY ski resorts to customers. These terms of delivery do not apply to ski routes outside the areas of responsibility of the ski resorts or to skiing in the woods.

1.2 The ski area services pursuant to these terms of delivery are provided, for example, in the following locations:

- a. ticket offices;
- b. ski slopes;
- c. upward tracks and related buildings (hereinafter ”ski lifts”);
- d. first-snow tracks and sledge runs prepared with snowmaking systems, skating rinks, and other areas reserved for snow sport services (hereinafter “other service areas”).

1.3 These terms of delivery do not apply to restaurants, camping areas (caravan services), or accommodation.

1.4 Equipment rental and ski school services are subject to their own terms of delivery, which can be found at the websites of SHKY and the Finnish Customer Agency (www.ski.fi and www.kuluttajavirasto.fi).

2. GENERAL CONDITIONS

2.1 The ski lifts shall meet the applicable safety requirements and be controlled and approved by the relevant authorities.

2.2 Ski slopes and other service areas shall be easily noticeable or clearly marked and signposted. They shall be in satisfactory condition with regard to weather conditions and terrain. The ski area personnel have the right, but not the obligation, to carry out slope maintenance operations during lift operation hours.

2.3 The ski area personnel have the right to open or close the ski area, ski lift, ski slope, or other service area on the basis of snow/weather conditions or the number of users of the ski area services. In such situations, the customer rights to compensation shall be governed by Article 6 of these terms of delivery.

2.4 Skiing/snowboarding on the slopes and the use of ski area services shall take place at the customer’s own risk or at their guardian’s risk. The customer shall act in the ski area in a way that will not endanger

themselves or other users of the ski area. Before customers start to use any ski area service, they shall assess whether they have the required competence to use the service. They shall also be familiar with the ski slope regulations, especially those related to skiing.

2.5 The customer is also responsible for the appropriate condition of their equipment and for the correct adjustment of the bindings of their equipment.

2.6 When using ski area services and spending time within the ski area, the customer shall comply with these terms of delivery. The ski resort shall publicly announce – on information boards, at ski lifts and in other service areas – any restrictions regarding the use of service areas, and clearly mark any potentially dangerous places. The signposts may also contain symbols that have been generally approved for this purpose. It is compulsory to obey signposts and markings.

2.7 The customer shall follow the instructions of the ski area staff regarding the proper use of the slopes, other service areas, and equipment, as well as regarding safe clothing and the manner in which the customer uses a ski tow or chair lift. Through customer guidance, the staff aims to reduce the risk of accidents and avoid operation breaks.

2.8 The ski area staff has the right to prevent the customer from using the ski area services if the customer fails to comply with these terms of delivery and the instructions given by the personnel, or if they endanger public safety, disturb public order, or show disorderly conduct.

2.9 If the customer stains or causes damage to any ski area equipment or machinery, they shall compensate for the damage.

2.10 If a lift or a slope does not meet the above-mentioned safety requirements, the ski resort is liable to the customer for any non-self-inflicted damage to the customer or their property.

3. LOST PROPERTY

3.1 If the customer finds an item lost by another customer in the ski resort service area, they shall take it immediately to the ski resort staff.

4. PRICES OF SERVICES, INFORMATION ON LIFTS AND SLOPES

4.1 The ski resort shall publish a price list of ski area services or otherwise provide information on the prices. The price list or other information shall clearly specify the prices for each kind of ticket and the validity thereof.

4.2 The ski resort shall specify, in a price list or brochure, the location and number of lifts, slopes and other service areas, their type, and degree of difficulty. The difficulty shall be indicated in accordance with internationally approved standards.

4.3 The price list and brochure shall include the official name, address, and phone number of the ski resort.

5. VALIDITY OF SKI LIFT PASSES AND OTHER SKI SERVICES TICKETS

5.1 The ski resort has the right to sell various kinds of ski lift passes and other kinds of tickets mentioned in the price list (hereinafter “tickets”). An agreement is considered to be made when the offer is accepted and a payment is made or a financial obligation is signed.

5.2 The tickets shall be valid during the opening hours of the ski area as indicated in the price list. The ski resort has the right to extend the period of validity at its own discretion.

5.3 The primary ski lift passes used at ski areas are as follows:

- One Ride

Valid for one ascent during the season in which the ski pass is purchased, or during a period of time determined by the ski area.

- Series Ticket

Valid for a certain number of rides. If the ticket shows the date of purchase and the ticket is used during the following season, the ski area has the right to ask the customer using the ticket to pay an additional fee so that the total price paid for the ticket shall equate the new price level. Series tickets are transferable.

- Hourly Ski Pass, Morning, Afternoon or Evening Pass

Entitle their owner to use ski lift services during the period of validity specified on the ski pass.

- Day Pass, 2- to 6-Day Pass

Entitle their owner to use ski lift services during the day or days specified on the ski pass. The validity of the pass for evening use (“night skiing”) shall be indicated in the price list.

- Weekly Pass

Entitles its owner to use ski lift services for seven (7) days.

- Season Pass

Entitles its owner to use ski lift services for the season specified on the pass. The exact starting and finishing dates of the season are not determined on the pass.

- Company Pass

Entitles its owner to use ski lift services for the season specified on the pass. The company pass can be used by the persons specified in advance by the company or those staying in a lodge owned by the company, as notified separately by the company.

5.4 In addition, a ski resort may use an area/site pass that entitles its owner to use the services of the areas/sites specified on the ticket during its period of validity as marked on the ticket.

5.5 The validity of the passes mentioned in Subsections 5.3 and 5.4 may also be indicated by a bar code. The customer has the right to check the validity of the pass by consulting a ski area staff member.

5.6 If not specified otherwise, lift passes are non-transferable. They may not be transferred to other persons. In case of improper lift pass use, the staff has the right to invalidate the pass and take it away from the person using it.

5.7 The user of a ski pass must be able to prove their right of use. The ticket shall always be carried when using the ski lift services and it shall be presented without request when entering a lift. The ski area staff has the right to perform checks on ski pass validity within the ski resort services area.

5.8 The ski resort has the right to initiate legal action to cover losses arising from improper use, or to claim compensation from customers amounting to no more than double the ticket price, immediately after detecting improper ski pass use.

6. CUSTOMER'S RIGHT TO COMPENSATION

6.1 A lost ski lift pass shall not be compensated for.

6.2 A ski lift pass invalidated or confiscated by the staff shall not be compensated for.

6.3 If the customer, of their own free will, discontinues using the services during the period of validity of a ski pass, the time remaining of the validity period shall not be compensated for.

6.4 If the ski pass holder has not been able to use their card because of an illness or accident, and the length of time is at least one third (1/3) of the period of validity, they are entitled to receive compensation. When requested, the ski pass holder must be able to prove their illness or accident by presenting a medical certificate or in another reliable manner.

6.5 If the use of a lift, slope or other service area has been interrupted for a period of time, the ski pass holder is entitled to compensation subject to restrictions specified in Subsections 6.7 and 6.8.

6.6 The compensation shall equate to the remaining unused period of validity. The compensation primarily entails extending the period of validity or granting a voucher for subsequent use for an equally long period of time.

6.7 There shall be no right to compensation:

6.7.1 if the interruption is temporary and brief or is caused by repair or maintenance operations that cannot be postponed due to safety reasons.

6.7.2 if the interruption is caused by reasons that are beyond the control of the staff, such as power failure, excessively strong winds or low temperatures, fog, or any other similar situation that the parties were not aware of at the time of ski pass purchase, or the consequence of which the staff could not prevent.

6.8 The ski area staff has the right to close a lift and/or a slope and/or other service area during the period of validity of a pass for the reasons specified herein. The ski pass holder shall not be entitled to receive compensation if, despite the closing of slope sections and/or lifts and/or other service areas, the ski area is still able to offer – based on objective judgement – a sufficient amount of other lifts, slopes, and service areas. The customer shall be informed at the time of purchase of any out-of-the-ordinary situation regarding the number of lifts and slopes and the opening hours of the other service areas.

6.9 If the ski area cannot offer – based on objective judgment – a sufficient number of other lifts, slopes and other service areas due to reasons specified in Subsection 6.7, the ski pass holder shall be entitled to receive compensation if the period of interruption is longer than one third (1/3) of the period of validity of the ski pass.

6.10 If the customer has paid for a season pass, the minimum period of time for a ski resort to be open is calculated by dividing the price of the season pass with the price of a one-day pass. For the days falling short of this minimum number of days, the customer has the right for a similar proportional compensation for the season ticket they have paid for.

6.11 Except for the aforementioned compensation, the ski resort shall not be liable to pay any other kind of compensation for any inconvenience or expenses arising from partial or total interruption to ski area services, unless the interruption is caused by negligence on part of the ski area.

7. INSURANCE

7.1 Ski areas that are members of SHKY shall have a liability insurance that will compensate the customer for any damage verifiably caused by the negligence of the ski area.

7.2 The ski area has no obligation to take out any insurance that covers any self-inflicted injuries of customers. Any accident insurance possibly included in the ski pass, or its validity, shall be specifically notified.

7.3 The customer shall ensure that they have a valid insurance before entering the service area of a ski resort.

8. PRESENTING OF CLAIMS

8.1 Any claims regarding the services of a ski area must be presented to the ski area staff. The claims may be made in writing or orally. Claims regarding compensation, as presented in Section 6, must be presented no later than 24 hours following the end of the respective ski pass validity period, unless there are specific reasons for extending the time limit for presenting the claims.

8.2 Other claims shall be presented within a reasonable period of time following the event or accident from which the claim arises.

9. CHANGES TO TERMS OF DELIVERY

9.1. The ski area has the right to make modifications or amendments to the Terms of Delivery and fees even during a season if the reason for such changes is new or amended legislation, an order by the authorities, or an unforeseeable change in the circumstances (an exceptional natural event, international crisis or major accident).

9.2. The customer shall be informed of the Terms of Delivery and any changes thereto at the locations where the ski area services are being sold.

10. DISPUTES

10.1 Any dispute that may arise shall first and foremost be settled through negotiations between the customer and the ski school. In case no settlement can be found regarding a claim, the customer can leave the matter to be solved by the Finnish Consumer Complaint Board, or take legal action at the customer's local district court. In case the ski school takes legal action, this shall be executed at the local district court of the customer.

http://ski.fi/hiihtokeskuspalveluiden_toimit