

Terms of Delivery – Ski School 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 Downhill Skiing Services.

1. APPLICATION OF TERMS OF DELIVERY

1.1 These Terms of Delivery shall apply to the following: the consumers of ski school customer services at SHKY member resorts, ski schools providing ski school services, and the ski school personnel. The terms of delivery shall apply to the arrangement and execution of instruction in different winter sports, such as alpine skiing, cross-country skiing, telemark skiing, and snowboarding.

2. GENERAL STIPULATIONS

2.1 The ski school shall be responsible for ensuring that the ski instructors possess adequate training and skills for the winter sports instruction tasks that are assigned to them.

2.2 The consumer shall have the right to be informed in advance of the content and equipment requirements of their instruction session.

2.3 The consumer shall be responsible for the condition and suitability of their equipment when participating in an instruction session or course.

2.4 The ski school shall have the right to cancel an instruction session in the case that it can be stated by ski school personnel that the consumer’s equipment is inadequate, e.g. regarding its condition, to safely enable the consumer to attend an instruction session.

2.5 The consumer attends the instruction session at his or her own risk. The ski school or the ski instructor shall be in possession of liability insurance that compensates the consumer for damage that is verifiably caused by an error or negligence of the ski instructor.

2.6 The ski school is under no obligation to obtain insurance covering any kind of self-inflicted injuries by customers.

2.7 A winter sport instruction session can be agreed upon orally, in writing, or by electronic means of communication. If required, individually tailor-made special courses can be agreed upon by means of a written contract, which shall include:

2.7.1 Name of the organising ski school, its business ID, and contact information;

2.7.2 Names, ages, and addresses of attending customers;

2.7.3 Course scope, duration, and attendance fee;

2.7.4 In the case of groups, a group contract can be negotiated. The group contract shall be signed by the group leader on behalf of the group.

2.8 The payment of the ski school course fee shall be made in connection with the customer checking in for the course/session, at the latest. The ski school has the right to require a reservation fee for courses with a duration lasting more than one day. The full reservation fee shall be refunded to the customer upon the final payment of the course fee. The amount of the reservation fee shall be no greater than 50% of the total course price.

2.9 The fee of a single instruction session shall be paid in connection with the enrolment, or in advance if so desired by the customer.

3. CANCELLATIONS AND DISCONTINUANCE

3.1 The customer is responsible for being ready on time at the specified course/session starting point, with all the required equipment adequately set up.

3.2 In case the customer cancels his/her course, a minimum of fourteen (14) days before the course start date, the reservation fee shall be reimbursed in full to the customer.

3.3 In the case of a cancellation performed no earlier than fourteen (14) days, and no later than twenty-four (24) hours before the course beginning, the ski school shall have the right to withhold 50% of the prepaid reservation fee.

3.4 In case cancellation is made later than twenty-four (24) hours before the start of the course, or if the customer fails to arrive on time at the starting point of the course, and when the customer's absence is not due to the customer's illness, the ski school shall be under no obligation to reimburse the prepaid reservation fees. In this case, the ski school shall also have the right to charge the course fee in full.

3.5 If a course is cancelled by the ski school due to the pre-announced minimum number of course attendants not having been reached, or due to the winter sports instructor's illness, and if it is not possible for the ski school to arrange for a substitute, the ski school shall refund the reservation/course fee paid by the customer, or compensate for the course by means of offering another corresponding course if so agreed upon by the parties.

3.6 In case the course is cancelled or discontinued due to a customer's illness, the course can be, either wholly or partially, compensated for by offering a corresponding course or part of such a course if so agreed upon by the parties. In case a corresponding course or a part of such a course cannot be arranged by the ski school, the customer shall have the right to receive compensation of one third (1/3) of the value of the remaining missed part of course.

3.7 In case the customer falls ill before the course, and therefore, causing the minimum number of course attendants to not be reached, and provided that the missing place on the course can be filled before the start of the course, the customer shall have the right to compensation amounting to the prepaid reservation fee with the costs incurred by reselling the missing place deducted. If required, the illness shall be certified by means of a doctor's certificate or other corresponding reliable statement.

3.8 In case a course is cancelled or discontinued due to reasons that are independent of the ski school, such as power failure, excessively strong wind, excessively low temperatures, fog, or any other corresponding circumstance that could not be anticipated at the beginning of, or during, the course, the ski school shall do its best to compensate for the missed course days by offering teaching sessions of a corresponding instructional content. In case no such compensatory course, or part of such, can be offered to the customer in an appropriate manner, the customer shall have the right to compensation.

4. PRESENTATION OF CLAIMS

4.1 Any claims regarding ski school services shall be presented directly to the ski school. Claims can be presented either orally or in writing within a reasonable time, but no later than 15 June after the ski season referred to in the claim, unless there is a valid reason for extending the period for presenting claims.

5. TERMS OF DELIVERY REGARDING SKI AREA SERVICES

5.1 The terms of delivery for ski area services also apply to ski instruction activities, in which the customer shall also comply with the terms of delivery for ski area services when using ski school services.

6. SETTLEMENT OF DISPUTES

6.1 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.

6.2 These terms of delivery were agreed upon between the Finnish Consumer Ombudsman and SHKY on 30 June 2004, and were amended on 1 November 2006.