

# **Reeves Snowsports Booking Terms and Conditions**

## **1. General Information**

In the following the booking party will be called "Client", Reeves Snowsports the "Company"

## **2. Prices, booking and payment**

Prices for the service the Company offers are shown on the Reeves Snowsports website. From time to time discounts maybe available to Clients, the application of a discount is at the sole discretion of the directors of the Company. A booking is created after receipt of an enquiry from the Client and written confirmation either by email or hard copy receipt from the Company of the details of the booking. The Client is required to pay in full for the services to be provided by the Company, before the start of the lesson. Any bookings that are cancelled will incur a charge of 50% of the fee due. All bookings that are not cancelled more than 24 hours in advance will be subject to payment in full.

## **3. Bad weather, cancelation or changes by the Company**

In general, the sessions will be held in any weather conditions as long the Company judges the risk as reasonable. With bad weather the Company has the right to adapt a session to the weather conditions.

In the case of a session being cancelled, stopped or changes by Reeves Snowsports due to extreme weather conditions, closure of the mountain, lift closure or incidents beyond the control of Reeves Snowsports we will not be liable to provide the client with a refund. Due to this Reeves Snowsports advises the client to take out adequate insurance to cover them in case of cancellation.

## **4. Client obligations, insurance, risk and liability**

The client shall inform the Company of any possible medical conditions or risks (physical conditions, mental health, vertigo, allergies, etc) that could affect their ability to participate in the session. In the event the Client has not made the Company aware of such conditions and they result in the session being cancelled the Company will not be liable and the Client will not be entitled to a refund. The Client shall follow the Instructors directions; in the event that any member of the clients group under the instruction of the Company fails to comply with the Instructor they have the right to end the session, client has no right to a refund. It is the Clients' responsibility to ensure they have all the necessary insurances (accident, illness, liability and cancellation) for the snow sports activities they are undertaking with the Company. All activities in the mountains create a risk. Despite all care and safety measurements accidents and damage may occur. The Client carries the risk completely for himself, for his action and against third parties. The Company will not be responsible or liable for any claims of the Client, individual or third parties as a result of his action.

We ask our clients to be punctual. If they are not at the arranged meeting point within 15 mins of the agreed time the lesson time starts. After 45 mins the instructor may leave the meeting point and the client will be charged in full for the lesson. The time is stopped for a lunch break of between 30mins to 1hour; anything over this will take time from the lesson, at the instructor's discretion. One 10 minute drink break is included & doesn't take time from the lesson. Any extra breaks are at the discretion of the instructor. (Please see child policy below). It is customary for the client to provide lunch for the instructor.

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## **5. Child management**

**RSS takes the care and safety of children very seriously.**

Where an instructor is responsible for a child all of the instructor's time is chargeable.

During the lesson the instructor is fully responsible for the child, if the parent wishes to ski with the lesson this is at the instructor's discretion (as the presence of a parent or guardian can alter the way the child reacts and behaves). If the parent leaves the child with the instructor all day then lunch & any other breaks will take time from the lesson, if you wish to have a 1 hour lunch break without losing time from the lesson a 25CHF fee is applied. The parent is to ensure at the start of the lesson he gives the instructor enough cash in CHF or Euros to cover lunch and any snacks for the child/children and the instructor.

At the start of the lesson the client will arrange a collection time & place with the instructor.

The instructor will only release the child to the person who dropped off the child or who was introduced at drop off as the nominated person to receive the child at release. No child under 16 will be left alone to find their own way home. If the client is not at the collection point at the allotted time (and has not made alternative arrangements) then after 10 mins a charge of 40CHF per instructor per 30mins will be applied to cover the instructor(s) time looking after the child.

## **6. Helmet policy**

All RSS instructors wear helmets whilst instructing. All students under 18 are required to wear a helmet for the duration of the lesson. We recommend that all skiers and snowboarders should wear a helmet at all times regardless of abilities. We can arrange rental helmets before the lesson if needed.

## **7. Complaints procedure**

If the Client has a concern they must in the first instance take the matter up with their Instructor. If the Client is not completely satisfied with the resolution of their complaint by the Instructor it is to be taken to a Company Snowsports Director. If the client is still not completely satisfied with the resolution of their complaint then the complaint is to be taken to the Company.

## **8. Governing law and Jurisdiction**

The contracts between the Company and the Client shall be construed in accordance with the laws of Switzerland and the Canton of Berne and shall be subject to the exclusive jurisdiction of the Swiss courts.

**Reeves Snowsports November 2010**