



# GENERAL TERMS AND CONDITIONS OF BUSINESS

IN A TEAM promotes physical activity – especially hiking, mountain climbing and Nordic Walking, as well as every other type of outdoor experiences in Schladming, in the mountains and the nature.

## 1. General

All transactions between the Client and IN A TEAM ("The Agency") are governed exclusively by these Terms and Conditions (referred to hereafter as "Terms"). Any conflicting terms and conditions of the Client are accepted only when explicitly acknowledged in writing by IN A TEAM. If conditions in offers or contracts contradict one or more aspects of these Terms, the conditions of the offers or contracts shall apply. The remaining items of the Terms shall not be affected.

## 2. Contracting

Any offers by IN A TEAM are subject to change. Orders or registrations by the Client become valid and accepted only by written confirmation of IN A TEAM; they thus become binding and are subject to the cancellation policy. In exceptional cases, i.e. in the case of short notice orders, there can be an oral contract acceptance. The same conditions as those for written orders shall apply.

## 3. Performance and Scope of Services

The performance of services starts only at the agreed on meeting location or start of event. Transportation services to the starting point will normally be the responsibility of the Client. Such arrangements are to be made directly with the respective transportation services provider (unless otherwise agreed to in the contract – see under "Outside Contractors").

The scope of services, as well as detailed information about the program and the fees, are as per the written agreement. Agreements or amendments that change the scope of the contractual services or the price require an explicit agreement between the parties which shall be made immediately in writing.

Inclusive prices as quoted and agreed remain the same even if there are fewer participants. For more participants than agreed or planned, the Client agrees to pay the additional expenses.

The Agency has the right to use outside contractors (legally registered companies). They will be employed solely to help to meet the Agency's obligations towards the Client; outside contractors will not submit any invoices nor will they provide any information about contractual matters.

Outside contractors are selected by IN A TEAM. IN A TEAM will determine the liability for such services in accordance with the statutory provisions. Any settlements will be made, unless otherwise agreed, with IN A TEAM.

## 4. Changes and Service Disruptions

If an event cannot take place due to unforeseen events or force majeure beyond the control of IN A TEAM, the cancellation will be communicated to the Client at least 2 days in advance, and payments already made by the Client will be refunded to the Client.

Should there be any changes or restrictions in the course of an event due to weather conditions, IN A TEAM will make every effort to keep such changes as minimal as possible, or will attempt to arrange an alternative program or an alternative date, to the extent possible. Any further claims of the Client will not be accepted. If bad weather causes programs to be moved indoors, any additional costs incurred will be charged to the Client.

The duration of an event or a tour cannot always be accurately predicted. Quoted times should be considered as a guideline only, and IN A TEAM does not guarantee full compliance with these time lines.

## 5. Conditions of Payment

Prices do not include 20% VAT. Down payments are 50% in advance upon receipt of the confirmation of the order, and will be used to cover up-front costs and to guarantee event planning. The remaining balance is due immediately upon the completion of the services. Interest on overdue payments is 12 % per year.

## 6. Conditions of Cancellation

In case of cancellation of an event by the Client, the Client is responsible for the following costs: Up to 14 days before the start of the event, 30% of the agreed full costs, up to 7 days before 80% of the full costs; and, up to 3 days before the start of the event, 100% of the agreed full costs. In case the event is postponed to a later date within 6 months, 30% of the cancellation fees will be counted towards the costs of the rescheduled event.

Due to high advance planning costs, special cancellation rules will be applied for large events and projects, as well as specific collaborations. These special cancellation rules will be agreed upon in writing between the Client and IN A TEAM.

## 7. Further Conditions

Each participant vouches to meet the necessary psychic and physical requirements. Persons who are under the influence of medications, alcohol or drugs will be excluded from various activities. All persons participate at their own risk. The organizer or leader must be advised immediately of any illness and other relevant constraints of any participant. There will be a briefing on equipment and safety before each event. All instructions and decisions by the Agency must be followed by all participants during an event. The final decision with regard to the participation of a person is the responsibility of the Agency. If a participant fails to comply with the requirements and / or ignores these Terms, the Agency is free to exclude such a person without a claim for reimbursement.

## 8. Photography and Protection of Privacy

By entering into a contract the participants agree that any photographs taken during the event may be used without compensation for purposes of advertising by the Agency. Personal information of participants will not be shared with any third parties, except for collaborating partners engaged by the Agency who may use such information for marketing purposes only.

## 9. Liability

Liability for all damages (to persons, goods, assets) and any claims made to the Agency – regardless of the legal reasons – are limited to gross negligence and intent on the part of the Agency. The Agency is not responsible for any damage that is the result of activities outside the scope of the contractually agreed upon and scheduled program. When IN A TEAM organizes an event it is not liable for the success of such an event, especially not for a specific revenue. IN A TEAM is also not liable for any damages caused by visitors or participants in the course of an event organized by IN A TEAM.

## 10. Legal

Austrian laws shall apply (except for IPRG and UN-Purchasing Laws). The location for legal action and completion is Schladming, Styria, in Austria. For consumers the court location is in accordance with Paragraph 104 JN.