



THE EDGE CLINIC - TERMS & CONDITIONS AND STUDENT AGREEMENT FORM

1. BOOKING CONFIRMATION

- A. All bookings are made with THE EDGE CLINIC , SKIZAUCHENSEE.COM or BALLASKISCHOOL.COM, which are the trading names of Ski Academy Austria Ltd.
- B. This booking will become the binding contract (“the Contract”) between the Parties only when THE EDGE CLINIC acknowledges receipt of the booking form and a non-refundable registration fee as indicated in clause 2A below.
- C. The contract will be subject to these Booking conditions (“the conditions”) and will be governed and construed in accordance with English and Austrian law.

2. PAYMENT SCHEDULES

- A. A non-refundable registration fee of 20% of the total price must be made with each booking. Confirmation of your booking will then be sent by return of post outlining the payment schedules.
- B. The payment for the first invoice for £2500 (or Euro equivalent) must be received no later than 1st June. The final invoice for the outstanding balance must be received no later than 1st October.
- C. All payments are non-refundable. THE EDGE CLINIC will advise on travel insurance details at the time of the first invoice.

3. PRICES

- A. THE EDGE CLINIC reserves the right to impose surcharges in respect of cost increases relating to fuel, currency, UK or Austria’s government action.
- B. THE EDGE CLINIC will absorb an increase equivalent to 2% of the programme price. If the surcharge exceeds 10% of the programme price, you have the right to cancel and receive a full refund of invoices paid less any amendment or insurance premiums paid.
- C. No refunds will be given if currency rates change.
- D. The programme price includes all taxes to be paid.

4. CANCELLATION OF THE PROGRAMME BY THE EDGE CLINIC

- A. THE EDGE CLINIC reserves the right to cancel any training programme. In the highly unlikely event of a training programme being cancelled, you will be offered the choice of an alternative arrangement or a full refund of invoices will be paid. THE EDGE CLINIC will ensure any alternative arrangements offered are at least equivalent to those originally booked.
- B. No refund will be payable if THE EDGE CLINIC is forced to cancel the programme due to circumstances beyond our reasonable control and which could have not been foreseen or avoided even if due care had been exercised, including but not limited to war or threat of war, riot, civil unrest or insurrection, strike lockout or other industrial action, act of terrorism, act of God, flood, avalanche or any other adverse weather conditions.



5. CANCELLATION BY YOU

A. If you wish to cancel a place on our programme or leave prematurely, all deposits and invoices are non-refundable. THE EDGE CLINIC advises all participants to take out a cancellation insurance policy. This policy is not included in the course and it is the participant's responsibility to take out a cancellation insurance policy prior to making any payments for the course. In the event of cancellation THE EDGE CLINIC are not liable to pay any refunds.

6. INSURANCE

- A. Travel insurance is compulsory for all persons booking onto THE EDGE CLINIC programmes.
- B. There is no Insurance included in the course fee.
- C. Accident and sickness insurance is compulsory for all persons booking onto THE EDGE CLINIC programmes.
- D. Prior to attending the course details of your cover must be provided to us and must clearly show that the premium has been paid in full and is current.
- E. No monies will be refunded by THE EDGE CLINIC in the event of an injury sustained either before, or whilst participating in, the course.

7. LIMITATIONS OF LIABILITY

- A. Whilst we (THE EDGE CLINIC) take all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the training you participate in on the programme may carry a risk of accident and injury
- B. Subject to clause 3 above, we do not accept responsibility for any loss or damage you suffer where any failure to perform or improper performance, is not due to our negligence or that of our employees, agents contractors or suppliers including but not limited to where any such failure or improper performance is attributable, in whole or part, to:
 - You or any member of your party.
 - Any third party unconnected with the provision of the services we have agreed to provide to you, and is not reasonably foreseeable or unavoidable.
 - Any circumstances beyond our reasonable control and which could not be foreseen or avoided even if due care had been exercised, including but not limited to war or threat of war, riot, civil unrest or Insurrection, strike lockout or other industrial action, act of terrorism, act of God, flood, avalanche or any other adverse weather conditions.
- C. Subject only to the limitation of liability in clause E below, our liability to you for any loss or damage which you may suffer, whether as a result or failure to perform, or the improper performance of, the services we have agreed to provide to you or otherwise is limited to £5000 for any claims arising from a single event.
- D. The availability of facilities advertised cannot be guaranteed as they may depend on local weather conditions or may close due to circumstances beyond our control, including but not limited to public holidays or routine maintenance. In such circumstances we cannot give refunds, but if we are aware of any facilities not available prior to departure we will advise you accordingly.
- E. We cannot accept responsibility for any delay, however caused, in your outward or return journeys. We will give no refunds or compensation in relation thereto.



8. COMPLAINTS

- A. While we make every effort to ensure there is no cause for a complaint during THE EDGE CLINIC programme it is essential that we are informed as soon as possible, whereby we will investigate any complaint and try and resolve it. If the matter cannot be resolved satisfactorily during the course please write to us within 28 days of your return home.
- B. THE EDGE CLINIC will only deal with the correspondence from the person on the course, or for minors, his/her parent or legal guardian.

9. MEDICAL CONDITIONS

- A. It is a condition of any THE EDGE CLINIC programme that you inform us of any pre-existing medical conditions.

10. STUDENT BEHAVIOUR

- A. THE EDGE CLINIC students are not allowed to use or be in possession of any unlawful properties or substances. Should any such property or substance be found on any student or in their belongings, THE EDGE CLINIC have the right to immediately exclude them from the programme and are not responsible for their repatriation and all costs thereof.
- B. THE EDGE CLINIC reserves the right to exclude any student who is acting in a manner that is deemed to be dangerous, inappropriate or damaging to the reputation of the company.
- C. THE EDGE CLINIC reserves the right to exclude any student who is intoxicated.

11. USE OF MATERIALS AND INFORMATION

- A. THE EDGE CLINIC reserves the right to use any photograph film or creative materials taken at any time during the programme, for use exclusively in THE EDGE CLINIC advertising or marketing material, without obtaining further consent from any student.

12. ACCOMMODATION

- A. If you are staying in the THE EDGE CLINIC accommodation you will be required to sign a security deposit form in advance of attending the course.
- B. Any or all of the repayments will be made within 3 weeks from the end of the course.
- C. All students must possess a credit card that is valid throughout the duration of their stay.

13. BOOKING FORM

- A. Anyone who completes a booking form, to apply to attend an THE EDGE CLINIC programme, is agreeing to abide by these aforementioned.

Please read this section of the BASI policy:

8. BASI Post Course Standards & Re-Assessment Policy

- 8.1 The Mentor/Group Leader or Course Co-ordinators will submit an “End of Course Report” via the BASI Contact for the attention of the Training Department at BASI within 10 working days of the BASI Partner course end date.

- 8.2 Copies of any student feedback/complaints regarding the BASI Partner of the Company course and outcomes should be included in the “End of Course Report” submission.
- 8.3 The BASI Partner must return to the BASI office contact, all of the supplied BASI student course debrief forms within 10 working days of the end date of the BASI course week(s)
- 8.4 The Company will issue success letters to students on successful completion of the course. Certificates and Instructor badges will be issued on successful **completion of all course modules** and only once proof of hours have been submitted.
- 8.5 The Company will issue follow up letter to students who do not pass with information on their next steps should consider if they wish to continue with a BASI qualification.
- 8.6 If a candidate fails either the Teaching or Technical element of the Level 1 course, they will be required to attend a 1 day re-assessment.
The business partner is responsible for contacting the Trainer directly to arrange a date and a venue for a 1 day re-assessment. All expenses are paid by the Business Partner. The Trainer can charge up to their maximum daily trainer rate and expenses. There is no admin fee payable to BASI per student (which is the case for other private re-assessments).
Trainers can conduct a 1 day re-assessment for up to 4 people on the same day.
If a candidate fails both the Teaching **and** the Technical elements of the course they must retake the whole 5 day Level 1 course.
The business partner is responsible for sourcing another Level 1 Course for the student.
The business partner must ensure that any Level 1 re-assessments are completed at least 2 weeks prior to the start of the Gap Level 2 course.
The Trainer should then contact Karen Niven with the results.
- 8.7 If a candidate fails either the Teaching or Technical element of the Level 2 course, they will be required to attend a 5 day Level 2 Re-assessment. If possible the student should book onto a scheduled BASI Level 2 Re-assessment, taking into account the recommended earliest date to attend the Level 2 Re-assessment as advised by the trainer in their course report but not less than 2 weeks from the last day of their Level 2 course.
In the event that the business partner has several students who have failed either the Teaching or Technical element of the GAP Level 2 course and wishes to arrange a Level 2 Re-assessment for these students, they should contact the BASI Office for assistance.
Please note: BASI will only assist the business partner in setting up a Level 2 Re-assessment where there are a minimum of 6 students who wish to attend.
The business partner accepts that the BASI Office will require *at least* 2 weeks to attempt to set up such a course and will be dependent on the availability of a trainer.
The business partner accepts that BASI is under no obligation to assist them in setting up a course as this is out with the contractual agreement between the business partner and BASI.



If a candidate fails both the Teaching **and** the Technical elements of the course they must retake the whole 10 day Level 2 course.

In this case the student should book onto a scheduled BASI Level 2 course, taking into account the recommended earliest date to attend the Level 2 course as advised by the trainer in their course report but not less than 2 weeks from the last day of their Level 2 course.

8.8 Trainers cannot conduct a private re-assessment for a 5 day course.

8.9 The BASI Partner is responsible for notifying students of the BASI course re-assessment process.

8.10 If there is a query regarding a course result the BASI partner will refer the student to BASI's appeal procedure which can be found in the BASI member Area.



PARENT/ GAURDIAN AGREEMENT

Students Name:

1. For ease of identification, all of my son's/daughter's possessions will be clearly marked.
2. My son/daughter is fully aware of his/her responsibilities and the need to behave in a proper manner at all times during the duration spent in Zauchensee.
3. I am aware that I will be responsible for immediate payment for any damage caused by my son/daughter.
4. I understand that if he/she behaves in an unacceptable manner I will be contacted by a member of staff and be asked to finance his/her early return.
5. I will only allow my son/daughter to travel if fully fit.
6. I understand that THE EDGE CLINIC or Apartment Strims is not responsible for any damage or loss of any of my son's/daughter's possessions.
7. I can confirm that my son/daughter has suitable medical and accident insurance.
8. I can confirm that my son/daughter agrees to the Terms and Conditions of THE EDGE CLINIC and partner accommodation providers.

Signed: _____ Date: _____ Relationship to student:



Parents or Guardians please sit and go through the student contract with your son/daughter.

STUDENT AGREEMENT

I, (please insert full name)

1. accept that I will be a guest in Zauchensee, Austria and I will behave in an appropriate and co-operative manner at all times to ensure safety and enjoyment.
2. understand that requests made by all staff, ski instructors, ski reps and other responsible adults must be obeyed at all times and without delay.
3. will be punctual for all activities / events - ski lessons, meals, evening activities and will participate in all activities unless medically unfit to do so.
4. will stay with my assigned instructor and group unless asked to do otherwise.
5. will only shadow a group with an qualified instructor or a qualified member of staff.
6. will not leave the slopes or group without informing a member of staff.
7. will not smoke or drink alcohol until an appropriate appointed time.
8. will be responsible for my possessions and take care of them at all times.
9. will agree to the Terms and Conditions of the accommodation providers I am staying with.
10. will be responsible for my possessions and take care of them at all times.
11. accept that I will be responsible for any damage that I may cause, and will be expected to pay for any damage caused. I will report any damage to a member of staff.
12. will keep my room clean and tidy and will not go into, or visit, any dormitories other than my own.

13.

Student's signature: Date:

Parent's signature : Date :

Registered address: Apartment Strims, Strims 3, Zauchensee - Altenmarkt, 5541, Austria