SkiSail.Co WINTER • 2026/27

Ski Services Terms & Conditions

Bookings, payments, safety and participation rules

LANGUAGE	VERSION	LAST UPDATED
English	2026/27	27 October 2026

1. General provisions and definitions

These Terms & Conditions set out the rules for booking and providing winter services offered by SkiSail.Co Piotr Jaworowicz, a sole proprietorship established in Poland, Tax ID: PL7773039746, address: ul. Mickiewicza 6a, 64-500 Szamotuły, Poland, e-mail: info@skisail.co, hereinafter referred to as “SkiSail.Co” or the “Service Provider”.

“Customer” means a person who enters into an agreement with SkiSail.Co, makes a booking or makes a payment. “Participant” means the person who actually takes part in the activity; the Customer may also be the Participant.

“Instructor” means a qualified ski or snowboard instructor cooperating with SkiSail.Co who holds the qualifications and any notifications, recognition of professional qualifications, permits or other authorisations required by local law to provide the relevant service.

“Services” means, in particular, private ski and snowboard lessons, family and group training, instructor-led sessions and the Premium Ski Experience, provided exclusively on officially open and accessible ski runs.

These Terms & Conditions are made available to the Customer before the agreement is concluded in a form that allows them to be saved and reproduced. For online bookings, the Customer accepts these Terms & Conditions by ticking the required checkbox. Acceptance of these Terms & Conditions does not replace separate, voluntary marketing consents or image-use consents.

2. Scope of Services and delivery model

The Services are offered on a seasonal basis, in particular in Madonna di Campiglio, Pinzolo, Folgarida, Marilleva and Daolasa, as well as in other locations agreed with the Customer.

The agreement for the Service is concluded between the Customer and SkiSail.Co. Payment is made to SkiSail.Co using the available payment method, unless an individual offer expressly provides otherwise.

Sessions are delivered by qualified Instructors who form part of the SkiSail.Co team for organisational and marketing purposes; Instructors may cooperate with SkiSail.Co as independent businesses or professionals under separate B2B agreements.

SkiSail.Co selects the Instructor with regard to the type of Service, the Participant’s level, language, availability and legal requirements. SkiSail.Co may change the assigned Instructor for organisational, health-related, legal or unforeseen reasons, while providing an Instructor with appropriate qualifications.

SkiSail.Co is responsible for the organisational performance of its agreement with the Customer, in particular booking and payment handling, operational communication, coordination of the time and location of the session, and selection of an Instructor based on the qualifications and required documents presented by that Instructor.

The Instructor is professionally responsible for the direct manner in which the session is delivered, including teaching methodology, assessment of the Participant’s level and abilities, selection of exercises, pace, route and

ongoing safety decisions within the Instructor's control and professional competence and in accordance with applicable law.

This allocation of responsibilities does not exclude or limit SkiSail.Co's liability towards the Customer to the extent arising under mandatory law, nor the Instructor's personal liability for the Instructor's own culpable acts or omissions.

The Premium Ski Experience is provided exclusively on officially open and accessible ski runs. It does not include freeride, ski touring, off-piste skiing or high-mountain guiding services.

3. Booking, conclusion of the agreement and payment

Bookings are made through the online booking system or, where agreed, by e-mail or through an individual offer from SkiSail.Co.

Immediately before placing a paid order, the Customer is informed of the type of Service, date, location, number of Participants, duration, total price and material conditions of the Service.

The button used to complete a paid booking must clearly communicate the obligation to pay, for example "Pay & Book" or equivalent wording.

A booking becomes binding once payment has been confirmed or once SkiSail.Co has confirmed the booking in writing, in accordance with the information presented to the Customer during the booking process.

The booking confirmation, together with the current version of these Terms & Conditions or a link enabling them to be saved, is sent to the Customer's e-mail address.

The Instructor does not collect payment for the Service directly from the Customer on the slopes unless SkiSail.Co has expressly informed the Customer in advance of a different payment arrangement.

The price includes only the items specified in the booking or offer. Ski passes, equipment, insurance, transport, meals and other additional costs are not included unless the offer expressly states otherwise.

One standard SkiSail.Co teaching hour consists of 55 minutes of instruction and 5 minutes of technical and organisational time, unless the relevant offer states otherwise.

4. Health declaration and information for the Instructor

By making a booking, the Customer declares that, to the best of their knowledge, the Participant's health allows safe participation in the selected activity and undertakes to inform SkiSail.Co of any material change in health before or during the Service if that change may be relevant to safety.

The Customer may voluntarily provide, in the "Important information for the Instructor" field, information relevant to safety and the organisation of the session, in particular mobility limitations, previous injuries, special needs or other circumstances that may affect how the session should be conducted.

SkiSail.Co does not require a diagnosis or broader medical documentation than is necessary. Where the information provided constitutes health data, it is processed in accordance with the Privacy Policy and on an appropriate legal basis.

5. Statutory consumer rights and cancellation policy

Any statutory right of a consumer to withdraw from a distance contract arises from mandatory law and depends on the nature of the specific Service, its scheduled date and the circumstances in which the agreement is concluded. These Terms & Conditions do not exclude or limit any statutory consumer rights where such rights apply.

Independently of the Customer's statutory rights, SkiSail.Co applies the following voluntary cancellation policy insofar as it does not prejudice rights granted to the Customer by law:

Cancellation time	Standard rule
At least 14 days before the first Service	100% refund of the amount paid, subject to any costs that may lawfully be deducted.
From 7 days to less than 14 days before the first Service	50% refund of the amount paid or a voucher for 100% of the amount paid, valid for 24 months.
Less than 7 days before the first Service	No standard refund or voucher. Exceptional cases may be considered individually.
No-show	No refund and no obligation to move the Service to another date.

A voucher may be used subject to availability, the current price list and the booking rules in force at the time of redemption. A voucher is not exchangeable for cash unless mandatory law provides otherwise.

6. Illness, injury and exceptional circumstances on the Customer's side

In the event of sudden illness or injury affecting the Participant, SkiSail.Co may, subject to availability and its organisational capacity, offer a change of date or a voucher. This does not create an automatic right to a refund.

SkiSail.Co may request appropriate confirmation that participation is not possible, without requesting broader medical documentation than is necessary.

If the Participant chooses to stop the session for reasons attributable to the Participant, unused time is generally non-refundable.

7. Changes to date, Instructor and meeting point

A change of date requested by the Customer is possible only subject to availability and confirmation by SkiSail.Co.

SkiSail.Co may replace the Instructor with another appropriately qualified Instructor for organisational, health-related, legal or unforeseen reasons. A change of Instructor alone is not grounds for cancellation if the Service can be provided in accordance with the booking and to a comparable standard.

The exact meeting point is provided to the Customer in the booking confirmation or an operational message. SkiSail.Co may change the meeting point within the agreed resort where justified by conditions, safety, infrastructure closures or logistics, informing the Customer as early as reasonably possible.

If a delay in starting the session is attributable to SkiSail.Co or the Instructor, the session should, where possible, be extended accordingly or compensated in another reasonable way. A minor delay that is fully made up does not in itself constitute grounds for a refund.

8. Weather, infrastructure and circumstances beyond SkiSail.Co's control

Sessions take place in normal winter conditions, including snow, rain, fog, cold, wind or changing snow quality, provided that the infrastructure and safety conditions allow the Service to be delivered.

A Participant's subjective decision not to take part due to weather, tiredness or discomfort does not create an automatic right to a refund.

The Instructor may adapt the route, pace, exercises and location to the Participants' level, weather, traffic and safety considerations.

If an official infrastructure closure makes it impossible to deliver the Service, SkiSail.Co will, depending on the circumstances, offer a schedule change, transfer of the unused part, a voucher or a refund for the part not delivered.

SkiSail.Co is not responsible for decisions of lift operators, infrastructure failures, snow conditions, actions of public or rescue services or other circumstances beyond its control, subject to mandatory law.

9. Participant obligations and safety rules

The Participant is required in particular to:

- arrive on time at the meeting point;
- hold a valid ski pass and have serviceable equipment and appropriate clothing;
- wear a helmet to the extent required by locally applicable law and follow any additional safety instructions given by the Instructor;
- hold skier third-party liability insurance required by applicable Italian law and is advised to hold travel and sports insurance covering medical treatment and rescue costs;
- follow the Instructor's directions, the resort rules, FIS rules and instructions of the relevant services;
- provide truthful information regarding age, ability level, health and any limitations that may affect safety;
- not take part while under the influence of alcohol, drugs, intoxicating substances or medication that impairs safe participation.

A Participant's late arrival reduces the session time and generally does not require the session to be extended or refunded.

In the event of an accident, the Instructor may call rescue or medical services. Rescue, transport and treatment costs are borne by the Participant in accordance with law, the Participant's insurance and the rules of the relevant services, unless the loss results from circumstances for which SkiSail.Co or the Instructor is legally responsible.

10. Minors

A person making a booking for a child confirms that they are the child's parent or legal guardian or are otherwise duly authorised to make the booking and provide the required information.

A parent or guardian should remain available by phone during the session.

If the child's continued participation is impossible or unsafe, the Instructor may stop the session and contact the parent or guardian.

Consent to use a child's image is separate from consent for the child to participate in the session and requires a separate decision by the parent or legal guardian.

11. Inherent risks of winter sports

Skiing and snowboarding involve inherent risks, including falls, injury, collisions with other slope users and sudden changes in conditions.

The Participant acknowledges the ordinary inherent risks of winter sports, which cannot be completely eliminated even where the session is conducted properly.

Participation does not guarantee that an accident will be avoided or that a specific training result will be achieved.

These provisions do not constitute a waiver of claims for damage caused by the culpable act or omission of SkiSail.Co or a person for whom SkiSail.Co is legally responsible under mandatory law.

12. Liability of SkiSail.Co and the Instructor

SkiSail.Co is responsible for the proper performance of its own organisational obligations under the agreement with the Customer, in particular booking and payment handling, operational communication, coordination of the time and location, and selection of the Instructor based on the qualifications and documents presented by that Instructor.

The Instructor is professionally responsible for the manner in which the assigned session is delivered, including teaching methodology, assessment of the Participant's abilities, selection of exercises and routes, pace and ongoing safety decisions within the Instructor's control.

SkiSail.Co is not responsible for damage resulting exclusively from circumstances attributable to the Participant, including failure to follow the Instructor's directions, provision of false information, use of defective equipment or conduct contrary to safety rules.

SkiSail.Co is not responsible for the acts of resort operators, other slope users or other independent third parties unless such persons are used by SkiSail.Co to perform its own obligations or another legal basis for liability applies.

The Instructor may bear personal professional and tort liability for the Instructor's own culpable acts or omissions in accordance with applicable law.

Nothing in these Terms & Conditions excludes or limits liability that cannot lawfully be excluded or limited under mandatory law.

13. Refusal or suspension of a session

The Instructor may refuse to start or may stop a session where continuing it creates a real risk to the Participant, the Instructor or other persons, in particular due to intoxication, aggression, serious failure to follow instructions, lack of required equipment, helmet or insurance, materially false information, or conditions that make safe instruction impossible.

Where the session is stopped for reasons attributable to the Participant, the unused time may be non-refundable to the extent permitted by law.

14. Image, photographs and video

Taking and publishing photographs or recordings for marketing purposes takes place only after obtaining the appropriate voluntary consent, unless applicable law provides a specific exception.

Consent for use of an adult's image is separate from consent given by a parent or legal guardian for use of a child's image.

Refusal to consent to image use does not affect the price, availability or quality of the Service. Consent may be withdrawn for the future in accordance with the Privacy Policy.

15. Personal data and operational communication

The controller of personal data is SkiSail.Co Piotr Jaworowicz. Detailed information about purposes, legal bases, recipients, retention periods and data subject rights is contained in the Privacy Policy.

Operational information concerning the booking, payment, Instructor, meeting point, time, safety or performance of the Service may be provided by e-mail, SMS, telephone or WhatsApp where necessary to perform the agreement. Operational communication is not marketing.

16. Marketing

Commercial information and direct marketing are sent only on the basis of an appropriate voluntary consent where consent is required. Marketing consent is not a condition of booking and may be withdrawn at any time.

17. Complaints and disputes

Complaints may be submitted to info@skisail.co and should include the Customer's details, booking number or date, a description of the matter and the requested resolution.

SkiSail.Co responds within the period required by applicable law and, as an organisational standard, aims to respond no later than 14 days.

The parties will first seek to resolve disputes amicably.

Polish law applies to the agreement; however, the choice of law does not deprive a consumer of protection arising from mandatory provisions that would apply regardless of that choice.

18. Final provisions

The version of these Terms & Conditions made available to the Customer before the agreement is concluded applies to the booking.

Changes to these Terms & Conditions do not affect rights arising from agreements concluded earlier.

The invalidity of any individual provision does not affect the validity of the remaining provisions.

These Terms & Conditions should be made available in the language used for the relevant booking process. SkiSail.Co may publish Polish and English versions; in the event of interpretative differences, consumer rights arising under mandatory law remain unaffected.

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