

The cancellation button is intended to enable consumers to cancel contracts concluded online just as easily as they entered into them. However, it does not create a new right of withdrawal but merely governs the exercise of an existing one. This is precisely why our industry can breathe a sigh of relief.

EXCEPTION 1:

NO RIGHT OF WITHDRAWAL

Pursuant to Section 18 (1) No. 10 of the FAGG, there is no right of withdrawal for services provided in connection with leisure activities, provided that a specific date or period is contractually stipulated for the performance of the contract. A scheduled ski course falls under this category. Where no right of withdrawal exists, no button is required either.

EXCEPTION 2:

NO ONLINE USER INTERFACE

The obligation applies only to distance contracts concluded via an online user interface—such as a webshop, booking process, app, or platform. Contracts concluded solely through individual communication, such as by telephone or email, are not covered.

However, please note: The first exception applies only to services scheduled for a specific time. If, on the other hand, the webshop also sells vouchers not tied to a specific appointment, merchandise, or packages that can be redeemed flexibly, it is offering products subject to the right of withdrawal—in which case the button must be present once the law comes into effect.

Before concluding a contract, customers must be explicitly informed that no right of withdrawal exists (Section 4 FAGG). Every ski school should now review its booking process and terms and conditions to ensure this notice is included. Furthermore, voluntary cancellation policies granted as a gesture of goodwill must be clearly distinguished from the statutory right of withdrawal and should be designated as voluntary commitments—revocable at any time—that do not give rise to a legal claim.

Regardless of the button requirement, VerbrÄG 2026—implementing Directive (EU) 2024/825—introduces expanded pre-contractual information obligations, such as those concerning reparability, the availability of spare parts, and eco-friendly delivery options. For ski schools, this is relevant only insofar as goods are also sold via the webshop.