

**General Terms & Conditions****1. Contract conclusion**

With the verbal or written registration (i.e. the booking from the customers) in which Outdoor Interlaken or one of their businesses can execute, a binding contract exists between the customer and the organizer. Through the booking, the customer acknowledges the general business conditions as part of the contract between himself and the organizer.

**2. Object of the agreement**

The organizer assumes responsibility for providing the requested service as described in the advertisements and/or in the confirmation order. Service extensions can be considered upon consultation with the organizer. Any extra costs will be borne by the customer.

**3. Prices**

The effective prices for the offered activities can be drawn from the current advertisements from the organizer. The prices in the brochure are quoted per person in Swiss francs and include the statutory value tax. Prices are subject to change.

**4. Terms of payment**

The booked activities are to be paid before the commencement of the trip as follows:

- Advance payment of 50% of the total price of the booked activity, minimum of CHF 300 per order
- The balance is to be paid the latest the day of the activity.
- For bookings which are made more than 30 days prior to commencement of the activity or by individuals, the total amount is to be paid at the conclusion of the activity.

In the event of untimely payment, the organizer reserves the right to refuse the activity or withdraw from the contract. The resulting cancellation costs will be charged to the customer in accordance to number 5. This is based on the number of registered participants at the time of withdrawal from the contract or refusal of services.

**5. Cancellation or Contract Modification by the Customer**

Cancellations of contracts must be in writing. Cancellations are only valid after consulting with the organizer and obtaining their agreement. All received documents (confirmation, tickets, coupons, etc) must be attached and returned at this time.

In the event of a **complete cancellation**, the following percent of the arrangement costs will be charged to the contracting party:

For group reservations (more than 8 participants):

- 10-20 days before the activity: 30%
- 2-9 days before the activity: 75%
- 1 day before the activity or non-appearance: 100%

For individuals (up to 8 participants):

- 2 days or less before the activity: 100%

In the case of the third party suppliers, the cancellation conditions of the respective supplier apply. These potential costs can be additionally added to the bill.

In the event of a **partial cancellation** of a group reservation (reduction of the number of participants) the following percent of the arrangement costs will be charged per person to the contracting party:

- 2-9 days before the activity: 30%
- 2 days or less before the activity: 100%

The customer is not entitled to a refund in the event of a later start or an early departure from the activity. Extra costs incurred due to a later start, an early departure, or the postponement of an activity, are to be paid by the customer. In the event of a postponement or change of date of an activity up to 30 days before trip begin, the organizer is entitled to charge a handling fee of 10% of the total arrangement price per person. Postponements or changes of date less than 30 days before trip begin will be charged in accordance with the above cancellation conditions or based on the effective resulting costs.

**6. Cancellation or Change of Contract by the Organizer**

A minimum number of participants are required for certain programs. The organizer reserves the right to withdraw from the contract also on short notice. If the fulfillment of a contract is not possible at another time or if the customer cannot take part in the alternative services offered, any paid fees will be refunded minus charges for services rendered. Further damage claims are not possible. The organizer reserves the right to cancel the program on short notice if participants cause the fulfillment of a contract to be endangered or made impossible by their behavior, their omissions or other actions. In this case the regulation of the cancellation costs applies in accordance with number 5. If a program or parts of a program cannot be carried out due to Acts of God, safety concerns by the organizer, official regulations, strikes or uncertain weather and nature conditions, the organizer reserves the right to cancel or cut short the activities on

short notice. Paid fees will be returned minus charges for services rendered, any expenditures and the handling fee. Please note that a danger-free completion of the activity is in everyone's interest. All decisions made by the activity leaders are final. The organizer expressly reserves the right to modify the program. The organizer will strive for an equivalent service replacement.

#### **7. Conditions of Participation, Obligations of the Participant**

Good health is necessary in order to take part in all activities. The participants are obligated to inform the organizer of any possible health problems. Under no circumstances may participants take part in the activities while under the influence of alcohol, drugs, psychiatric drugs or any similar substances. The participants are obliged to fulfill the conditions of participation and agree to strictly follow the instructions of the organizer, the guides, activity leader, and assistants. If the Conditions of Participation are not fulfilled or if instructions are disregarded, the organizer reserves the right to prohibit participation.

#### **8. Insurance**

The participants are not insured by the organizer. The participants are obliged to insure that they have sufficient health and accident insurance coverage (including sport coverage).

#### **9. Appeals**

Should the activity lead to appeals or damages, these are to be communicated immediately, in writing, to the activity leader (i.e. activity provider), and these are to be confirmed in writing by the responsible leader. The activity leader, however, shall not have the right to acknowledge claims, for which reason a confirmation shall not have the effect of an acknowledgement of wrongdoing. The activity leader (i.e. activity provider) will make every effort, within the confines of the program and the possibilities available, to remedy the situation. Should the situation be insufficiently remedied or not be remedied, or the participant wishes to make damage claims, these must be received by the organizer within four weeks of the contractual end of the activity at the booking agency. The participant's appeal is to be accompanied by the confirmation of the activity provider/activity leader as well as any other relevant evidence. In the case of delayed complaints or complaints with omissions during the activity or delayed submissions of the claims at the booking agency, all appeals will be deemed invalid.

#### **10. Liability**

Damage claims against the organizer or the assistants are excluded, as far as the damage was not caused by negligence or intentionally. The organizer is authorized to have assistants or call on third parties to provide valued services. Should the organizer lawfully transfer the execution of the activity to a third party, the organizer shall not be held responsible for the third party's actions or neglect during execution of the activity. The organizer will especially not be held responsible for damages which are caused by the actions or neglect of the activity leader should this conduct not fall under his/her contracted responsibility; as cause of actions of third parties, other participants, the participant (especially under point 1), acts of God, natural occurrences, official regulations etc or damages caused by delayed return to the starting point of the activity. Should the participant not follow the instructions of the organizer, activity leader, etc, all liability of the organizer is dropped.

#### **11. Applicable Law and Area of Jurisdiction**

**Swiss law, excluding international agreement, is exclusively applicable for the contractual relationship. The parties agree that the exclusive legal domicile is Interlaken. The organizer is however authorized to lodge a claim in the legal domicile of the customer.**

Should one or more clauses of these general business conditions be ineffectual and/or incomplete, then the clause that comes closest to the legal rule will replace the ineffectual and/or incomplete clause. The ineffectualness and/or incompleteness of one clause leaves the effectiveness of the other clauses unaffected.

Interlaken, \_\_\_\_\_  
Customer`s signature