



## General Terms and Conditions regarding Group Operations

For Erlebnismacher (Abenteuer-Zeitreisen TOPAZ GmbH, Berger Aktiv-Reisen GmbH, Event & Tourismus AG, Erlebnismacher AG, Herzroute AG),  
February 22nd 2018

We are pleased in your interest of our offers. With mutual consent, both parties enter this contract.  
Please read this terms and conditions carefully.

### 1. Contract

Contracts can be concluded either in writing, verbally, over the phone, electronically or be made in person with the provider. By registering, you accept these General Terms and Conditions as part of the contract between you and the provider. The provider may determine subcontracts with partners and third-party providers for the execution of the event.

### 2. Subject of the contract

The provider commits itself to provide the services agreed for the event in accordance with the description in the confirmation. Special requests can be considered after consultation with the provider. Additional costs must be paid by the customer accordingly.

### 3. Contract conclusion

Upon receipt by the provider of your written, telephone, electronic or personal consent, a contract is formed between you and the provider. From this point on, the rights and obligations arising from the contract become effective for you and the provider.

### 4. Prices

The prices for the event can be found in the agreed budget. They are quoted in Swiss francs, net of VAT. Prices are subject to change, especially for services provided by partners and third-party suppliers.

### 5. Payment conditions

A deposit of 40% will be invoiced upon conclusion of the contract. The balance is to be paid within 10 days of the final invoice. In the event of late payment, the provider is entitled to charge interest on arrears of 5% and dunning costs. For short-term contracts (i.e. less than 10 days before the start of the activity), the total amount must be paid when the contract is signed. The number of participants notified by you one week before the excursion serves as the basis for invoicing. Payments not made on time entitle the provider to withhold the services or to suspend the contract. Any cancellation costs will be claimed from the customer in accordance with clause 6.

### 6. Cancellation or modification of the order by the client

Cancellation of the contract by the client before the start of the activity must be made in writing, enclosing documents already received (tickets, written confirmations, detailed programs, etc.). The cancellation is only valid once these documents have been received by the provider. For each cancellation, the client will be charged the following share of the costs: up to 30 days before the start of the activity, the share is 20%. 29 - 20 days before the start of the activity: 40%. 19 - 10 days before the start of the activity it will be 50% and 9 - 1 days before the start of the activity 75% of the costs. On the day the activity starts, all costs will be charged (100%). If the event cannot take place because the client is late or does not show up at all, he/she will pay 100% of the agreed price. Additional costs incurred due to postponements or late arrival of the client shall be borne by the client. If the event starts later or ends earlier, there is no entitlement to a refund. In the event of changes to the contract by the client up to 30 days before the start of the event, a processing fee of a maximum of CHF 300.00 will be charged. If the change is made later than 30 days before the original date, the terms of the cancellation fees come into force.

### 7. Cancellation or change of order by the supplier before the start of the event

If the minimum number of participants is not reached, the minimum price offered is applicable. Otherwise, the provider may cancel the event at short notice. In this case, the customer will be refunded the payments made minus the services already claimed. The activity can be cancelled by the provider if participants give justified cause for this through their actions and omissions. In this case, the provisions on cancellation costs as per point 6 shall come into force. The program is explicitly subject to change. However, the provider shall endeavor to offer a substitute service of the same value as far as possible.

### **8. Change of program or cancellation of the event after conclusion of the contract**

The provider reserves the right to change, cancel or prematurely terminate the activity program or individual agreed services if unforeseen circumstances (force majeure, weather and natural conditions, official measures or safety risks) make this necessary. However, it shall endeavor to provide equivalent substitute services. We reserve the right to adjust prices due to program changes for which we cannot be held responsible. If there is a significant change in the program which results in a price increase of more than 10%, the customer may withdraw from the contract. In the event of cancellation, the price paid less any expenses already incurred by the provider will be refunded. Claims for compensation are excluded.

### **9. Cancellation of the event by the client**

If a client abandons the event prematurely or leaves it early, he/she has no right to a refund. Any additional costs shall be borne by the client.

### **10. Conditions of participation**

Good health is a prerequisite for all events. Participants are obliged to inform the provider of any health problems. Participation in an event under the influence of drugs, alcohol, psychotropic medication or similar is only permitted at the participant's own risk. It is the client's duty to adhere to the conditions of participation and to strictly follow the instructions of the provider, guides and assistants. If a participant does not comply with these conditions of participation or does not follow the instructions, the provider reserves the right to exclude him/her from the event. In the event of exclusion, the cancellation provisions shall apply. By participating in an event, participants agree that photographs may be made available to the public by the provider and may be used for marketing purposes, but may not be sold.

### **11. Insurance**

The participant is not insured by the provider. The participant must independently have sufficient health and accident insurance (including sports accidents). Cancellation insurance is recommended. Although the activities are carried out professionally and safely, accidents cannot be ruled out. The provider cannot accept any liability for this. Participation is at your own risk.

### **12. Complaints**

Complaints or any damage suffered must be immediately notified in writing to the activity leader and must be confirmed by him/her. However, the activity leader is not authorized to acknowledge claims on behalf of the provider. However, it will endeavor to remedy the situation within the framework of the program and its possibilities. Claims for compensation must be received by the provider in writing by registered letter within a period of four weeks after the end of the activity. The confirmation of the activity leader as well as any evidence must be enclosed with this letter. In case of late submission of your claim or in case of failed or too late complaint during the event, all claims will be forfeited.

### **13. Liability**

The provider shall be liable within the framework of these general terms and conditions for any defects or failure in the performance of the event that result in a reduction in value compared to the original agreement. In the event of a failure for which the provider is responsible, the provider may offer an equivalent replacement service within a reasonable period of time. In this case, claims for compensation are excluded. The participant is entitled to compensation if the provider or his supporting personal are at fault and no equivalent substitute service could be provided on the spot. In any case, the provider is liable only up to the amount of the price paid and only for the direct damage. In the case of package tours, the provider's liability for material damage and financial loss arising from the non-fulfilment or improper fulfilment of the contract is limited to a maximum of twice the price of the tour, unless the damage was caused intentionally or by gross negligence. Lower liability limits in international agreements remain reserved. The provider rejects any liability for damages and disadvantages of any kind which are due to no or slight fault of the provider or the auxiliary persons. The provider is only liable for the actions of the activity leader if he/she acts reprehensibly in the performance of his/her activity leader duties. The provider takes over the mediation of products and services of other organizers for his customers. No liability for contract fulfilment, accidents, delays, losses or other irregularities can be assumed from this intermediary activity. Also excluded from liability are damages caused by force majeure, warlike events, strikes, epidemics, natural disasters and official orders or omissions on your part before or during the excursion. If the provider legitimately delegates the execution to a third party, the provider shall not be liable for the latter's acts and omissions. If the instructions of the provider or his assistants are not followed, any liability on the part of the provider shall lapse. Any further liability is expressly excluded.



#### **14. Data privacy**

Personal data is collected, processed and stored by the provider exclusively in accordance with the legal provisions of the Federal Data Protection Act.

#### **15. Applicable law**

All legal relationships of the customer with the provider are subject to Swiss law. The relevant legal provisions shall apply. If these general provisions provide for stricter limitations of liability or conditions of liability, these shall apply. The latest version of the General Terms and Conditions shall always apply.

#### **16. Jurisdiction**

Swiss law is applicable to the legal relationship between you and the provider. The exclusive place of jurisdiction for all disputes arising from this contract is Teufen AR for Abenteuer-Zeitreisen TOPAZ GmbH and Erlebnismacher AG. For Berger Aktiv-Reisen GmbH, Event & Tourismus AG and Herzroute AG the exclusive place of jurisdiction is Burgdorf BE.