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## General Terms and Conditions

### Scope

Wander-Erlebnis.ch Sebastian Epp (hereinafter referred to as organiser) organises and guides hiking and snowshoe tours. These are summarised below as "tours".

### Registration / Conclusion of contract

Registration can be made by email or booking form. The email must contain all the information on the booking form.

After registration, the participant (hereinafter referred to as participant) will receive a written confirmation by email from Wander-Erlebnis.ch Sebastian Epp. From this point on, the registration is binding. These General Terms and Conditions thus become part of the contract between the participant and the organiser.

### Participation requirements

For all tours, good health and appropriate equipment (at least according to the invitation to tender) are required. By registering, the participant confirms that he/she fulfills the physical and technical requirements according to the corresponding invitation to tender. If the participant does not meet these requirements, the organiser may exclude him/her before or during the tour. No refunds will be made in the event of exclusion for the above reasons.

### Groups

Participation in the group offers requires tolerance, adaptability and understanding of the different capabilities within the requirement profile of a tour from each participant. The organiser reserves the right to exclude participants who cannot fit into the group from the tour without any right to a refund.

### Services

The services included in the price vary depending on the offer and can be found in the respective tour description.

### Programme changes

As a rule, the tours take place in all weathers. Weather conditions or the condition of the participants or the tour leader may lead to changes in the programme, area or route at short notice or to the cancellation of the tour. The participant accepts any changes made by the organiser in this regard. Any additional costs for travel and accommodation shall be borne by the participant.

### Terms of payment

After receipt of the confirmation of registration, payment is due according to the details on the invoice.

If payment is not received on time, the organiser may cancel the contract and demand cancellation costs according to the section "Cancellation by the participant".

### Cancellation by the participant

If the Participant cancels the booking before the start of the Tour, the following costs will be incurred in addition to the processing fee of CHF 80:

- 30 to 21 days before the start: 30% of the invoice amount.
- 20 to 11 days before the start: 50% of the invoice amount.
- 10 to 0 days before the start: 100% of the invoice amount.

If a participant cancels a tour early or does not start it, there is no right to a refund.

### **Cancellation by the organiser**

In exceptional situations (e.g. great avalanche danger, bad weather, illness, etc.) the organiser can cancel tours at short notice. Amounts already paid will be refunded in full. Further claims are excluded. In the event of premature tour cancellation due to force majeure (extraordinary avalanche situation, severe weather), there is no entitlement to a refund.

### **Insurance**

Accident, health, liability and theft insurance are the responsibility of the participant. REGA patronage and cancellation insurance are recommended.

### **Liability**

The qualified tour guide offers the participant the greatest possible safety. However, a residual risk cannot be excluded due to the special dangers in the great outdoors and in the mountains. By registering, the participant expressly acknowledges these risks. The liability of the organiser is excluded for: slight negligence, fault of the participants, third-party fault, and force majeure. The organiser is not liable for theft, loss, or damage of own or rented equipment.

### **Data protection**

The organiser uses customer data to process registrations and send out its newsletter. The data will not be passed on to third parties.

### **Applicable law and place of jurisdiction**

The contractual relationship between the participant and the organiser is subject to Swiss law. The place of jurisdiction is Wädenswil.

Wädenswil, April 2023