

General Terms and Conditions

for hikes with Beat P. Truffer (certified hiking guide)

Unless otherwise agreed in writing, the following terms and conditions shall apply. If the masculine form is used to refer to persons, the feminine form is also always meant.

Art. 1: Booking

Bookings for hikes are binding and can be made personally, by telephone or in writing. With the booking, the customer accepts these general terms and conditions as an integral part of the contract.

Art. 2: Prices and terms of payment

The prices depend on the size of the group, the individual wishes of the client and the planned hike. They are agreed with the hiking guide and are binding. If the number of participants is higher than agreed at the time of booking, the hiking guide is entitled to charge a surcharge per additional participant.

Transport (trains, cable-cars, car journeys, etc.), catering, rental and accommodation costs, including those of the hiking guide, shall be borne by the client.

The hiking guide's compensation is to be paid at the latest at the end of the hike.

The hiking guide may request a deposit or advance payment.

Art. 3: Requirements of the participants

The participants commit themselves to mutual consideration, respect, environmentally friendly behaviour and helpfulness.

Each participant is responsible for ensuring that his or her state of health, physical condition and equipment are suitable for the planned hike. In the event of insufficient personal requirements, the hiking guide is entitled to exclude the participant concerned from the hike. This also applies in the case of inappropriate behaviour on the part of a participant. In such cases, the agreed price must still be paid by the participant concerned.

Art. 4: Services

The price includes all services for planning and leading the hike subject to Art. 2.

Art. 5: Programme changes

The hiking guide has the right to adjust the planned programme at any time due to current conditions or the condition of the participants. This also applies if the hike is cancelled due to the health condition of one or more participants. The hiking guide is also authorised to organise an alternative programme. Such changes to the programme do not entitle the participants to a partial or full refund of costs and the compensation is due in accordance with the agreement. Additional costs resulting from changes to the programme are to be borne by the participants.

Art. 6: Cancellations

The customer has the right to cancel the booking free of charge in writing for multi-day hikes up to 30 days before the hike without giving any reason. For cancellations between 29 and 14 days before the hike, 50% of the agreed costs are due and for cancellations 13 days or less before the hike, 100% of the agreed costs are due. For one-day hikes, the following deadlines apply: up to 14

days before free of charge, 13 to 8 days before 50%, 7 days before or less 100%. The cancelling participant may, however, seek a reasonable substitute at the same conditions at his own expense. If the hiking guide has made payments to third party suppliers, the cancellation conditions of the third party supplier apply to these payments.

If a participant abandons the hike prematurely, the hiking guide shall nevertheless be compensated in accordance with the agreed conditions. This also applies to "no-shows" at the agreed times.

The hiking guide has the right to cancel the booking at any time for personal reasons or if the number of participants is too small or due to force majeure. In such cases, the hiking guide will try to find a replacement. However, such a replacement cannot be guaranteed.

.Art. 7: Insurance

Insurance (health and accident insurance, liability insurance, cancellation insurance) is the responsibility of the participants. It is recommended to take out a sponsorship with the Swiss Air Rescue (REGA).

Art. 8: Liability

The instructions of the hiking guide are to be strictly followed.

Any dissatisfaction, problems, difficulties, indisposition, injuries or dangers must be reported immediately to the hiking guide. Subsequent complaints cannot be considered.

In outdoor and in sports activities there is no absolute safety, a residual risk remains. The client expressly acknowledges this residual risk and is prepared to bear it. Participation in the hike is therefore at the client's own risk. The hiking guide disclaims any liability arising from objective dangers as well as acts, inadequate equipment, misconduct and omissions of the participants. The client explicitly waives any claims for damages or liability against the hiking guide.

The hiking guide is not liable for deficient or non-performed services of third parties.

Art. 9: Privacy

The hiking guide does not pass on any personal data to other persons. However, he is authorised to give lists of participants, including addresses and telephone numbers, to clients and accommodation operators. The clients give their consent for the hiking guide to use pictures of the hikes for advertising and communication purposes (e.g. newspaper articles, social media contributions, etc.) and to make them available to the other participants. Each client has the right to revoke this consent before the start of the hike.

Art. 10: Miscellaneous

Important information must be given to the hiking guide in advance (e.g. information on illness and medication, eating habits for overnight stays, special requests, etc.).

Art. 11: Place of jurisdiction

The place of jurisdiction is the residence of the hiking guide. Swiss law applies.