

# Terms of All Alpine Sports Herbert Luethi

## 1. General Information:

In the following the booking party will be called "Client", Herbert Luethi "Organizer" and all bookings "Courses". In case of discrepancy the Terms of the Organizer will be used.

## 2. Application:

These terms and price list of the organizer will be used with all courses of the organizer, except in courses where changes are clearly stated and in addition the terms of the "Swiss Mountain Guide Union".

## 3. Creation of a booking:

A booking will be created after receipt of the booking from the client and confirmation of the organizer. After receipt of the booking confirmation the client is entitled within 5 days to change the booking, but not to withdraw.

## 4. Checking of the booking confirmation:

The client has to check the booking confirmation of the organizer and to inform immediately the organizer in case of discrepancy.

## 5. Payment:

The organizer is entitled to ask for an advance payment or deposit. The balance has to be settled by the end of the course at the latest. Advance payments or deposits expire after 5 years. Expenses of the bank have to be covered by the client. Every enterprise in Zermatt is entitled to debit the credit card of the client for the organizer for not settled payments. Additionally 3% bank expenses will be charged.

## 6. Withdrawal of the client:

60 - 31 days before the course 25%, 30 - 11 days 50%, 0 - 10 day 100% will be charged of the agreed price with the organizer.

## 7. Withdrawal of the organizer:

a: When the minimum number of clients has not been reached. No charges will be made.

b: A withdrawal is always possible under the influence of higher power such as avalanches, weather conditions, conditions on the mountain, technical problems of transportations etc. For paragliding courses there will be no charges. For Ski and Snowboard courses CHF 200.00 will be charged. For all other courses CHF 250.00 will be charged.

c: If an advance payment or credit card details have been required and they are not transferred or submitted in time the organizer is entitled to cancel the course without notice. 100% of the agreed price will be charged.

d: Health problems of the organizer. No charges will be made.

e: When the client doesn't obey the contracted terms. 100% of the agreed price will be charged.

## 8. Change of courses:

Under influence of higher power or when the client does not meet the requirements the organizer is entitled to change a course. The organizer is entitled with a stated reason to change the agreed price when the course has been changed. If a course must be stopped, because the client does not fulfil the demands 100% of the agreed price will be charged.

**9. Instruction obligation:**

The client shall follow the organizers instructions to the letter rigidly. Should this not be the case, the organizer has the right to terminate the course immediately, and the client shall be bound to remit the full contractual price.

**10. Risks of the client:**

Whilst doing the booking the client shall spontaneously inform the organizer of any possible risks that concern him/her (and specifically of a medical nature). In the absence of contrary indications, the client guarantees to the organizer that he/she has the required capacities (physical condition, physical and mental health, mountain experience, safe walking in difficult terrain, absence of vertigo, equipment, etc.) to undertake the booked course. If a client does not fulfil his/her obligation to inform, the organizer has the right to stop the course immediately, and the client shall be bound to remit the full contractual price. Arise costs when a course has been stopped, the clients has to cover them.

**11. Bad weather:**

In general, the course will be held with any weather conditions as long the organizer judges the risk as reasonable. With bad weather the organizer has the right to adapt a course to the weather conditions. If a course must be stopped a fee will be charged according to expenditure of the started day however a minimum of CHF 520.00. A refund of the remaining days of the course will be given. A day fee of CHF 520.00 will be charged for a waiting day in a hut. Ski and snowboard lessons will be given as long as a slope is available. If a course can't be started a fee of CHF 250.00 will be charged, for ski and snowboard lessons CHF 200.00.

**12. Faults:**

Faults and complaints have to be stated immediately to the organizer or representative of the organizer. The client has got the right of a reduction when the fault is considerable and when it can not be removed within a reasonable time. The client is under no circumstances entitled to further claims or compensation. All claims expire when the client does not announce the faults or complaints immediately they appear.

**13. Insurance:**

The client is responsible for his insurance cover; stuck situation, accident, illness, liability and cancellation.

**14. Risk and liability:**

All activities in the mountains create a risk. Despite all care and safety measurements accidents / damages may happen. The client carries the risk completely for himself, for his action and against third parties. The organizer refuses all demands and claims of the client, damaged individual or third parties as a result of his action.

**15. Prices:**

The stated prices are pure course prices. Course prices do not include transportation, accommodation, meals etc. In courses where it is clearly stated, may contain extended services. The prices do not include meals, accommodation or other expenses for the guide, instructor or other employees of the organizer. All expenses have to be covered by the client.

**16. Additionally for Paragliding flights:**

The liability of the organizer is limited to CHF 5'000'000.00 for death or injury and to CHF 5'000.00 for loss or damage to transported goods.

If a client arrives too late to the agreed meeting point, the client shall be bound to remit the full contractual price. The organizer has got the right to change or to cancel the flight.

**17. Applicable law:**

The applicable law shall be exclusively governed by and construed in accordance with Swiss law. No other laws such as USA laws will be applied.

**18. Place of jurisdiction:**

All disputes between the organizer, client, damaged individual or third parties have to be judged exclusively by the juries which are responsible for Zermatt.

Zermatt, 19th August 2019