

GENERAL TERMS AND CONDITIONS (GTC) HIKE AWAY

1. SCOPE OF APPLICATION

- 1.1 The GTC apply to the contractual relationship between the Guest and Hike Away (Claudine Wernli).
- 1.2 The GTC only apply if so agreed between the contracting parties. A reference to the GTC by Hike Away (Claudine Wernli), whether verbally or in writing (by e-mail, text message, online), is sufficient for this purpose.
- 1.3 The GTC only apply in a subsidiary manner. The relevant mandatory provisions of the Federal Act on Package Travel (SR 944.3), the Code of Obligations (SR 220) as well as the individual agreements between Hike Away (Claudine Wernli) and the Guest, take precedence over the GTC.

2. CONCLUSION OF CONTRACT

- 2.1 The contract is considered concluded as soon as the Guest and Hike Away (Claudine Wernli) express their mutual intention to undertake a guided mountaineering activity at a specific time.
- 2.2 The contract can be concluded verbally or in writing (e-mail, text message, online form, etc.).
- 2.3 If Hike Away (Claudine Wernli) issues a written order confirmation following a verbal agreement, the content of the order confirmation is considered binding for both parties unless the Guest objects within three days of receipt of the order confirmation.
- 2.4 Both parties may request that the contract be concluded in writing. An exchange by e-mail or text message will suffice for this purpose. A letter with a handwritten signature is only necessary if expressly requested by one of the parties.

3. GROUPS

- 3.1 When Hike Away (Claudine Wernli) offers an activity for an open group of people, participation is not mandatory when the maximum number of participants is reached.
- 3.2 In the case of an activity in an open group, those registered may only request that the activity take place if the specified minimum number of participants is reached.
- 3.3 If the minimum number of participants is not reached by the registration deadline, Hike Away (Claudine Wernli) will inform the registered participants immediately that the activity will not take place. In this case, no compensation is owed by either party. Alternatively, Hike Away (Claudine Wernli) may offer the activity at a higher price. In such cases, the activity may be carried out at a higher price only if all registered participants are in agreement.

4. QUALITY ASSURANCE

- 4.1 Quality Assurance by the Guide
 - 4.1.1 The guide is obligated to carry out her or his work by guiding with due diligence and in accordance with the current technical alpine standards. The guide cannot guarantee absolute safety. A residual risk inherent in mountain sports remains. It is the responsibility of the guide to inform the Guests about the residual risk.
 - 4.1.2 The guide guarantees that she is qualified for the planned activity and holds an appropriate RiskG-licence.

5. GUEST PARTICIPATION

- 5.1 Self-Responsibility: The Guest takes personal responsibility for her or his knowledge and abilities.
- 5.2 Acceptance of the Residual Risk: The Guest accepts the residual risk inherent in mountain sports that remains even by guidance with due diligence.
- 5.3 Information
 - 5.3.1 The Guest is obligated to inform Hike Away (Claudine Wernli) about all personal aspects relevant to the safe and successful execution of the planned activity. This applies in particular to her or his technical alpine skills, fitness level and any health issues.
 - 5.3.2 If Hike Away (Claudine Wernli) provides a detailed description of the requirements, Guests are obligated to carefully assess whether they meet these requirements. The Guest is obligated to inform Hike Away (Claudine Wernli) about any problematic aspects as early as possible.
- 5.4 Safety-Related Instructions: The Guest is obligated to strictly follow the safety instructions of the guide during the mountaineering activity. Furthermore, she or he is obligated to participate to the best of her or his technical alpine and physical ability.

6. INSURANCE

- 6.1 Liability Insurance
 - 6.1.1 Hike Away (Claudine Wernli) has professional liability insurance with a coverage of at least CHF 5 million per claim.
 - 6.1.2 If so requested by the Guest, Hike Away (Claudine Wernli) must provide proof of her liability insurance.
 - 6.1.3 It is recommended that the Guest has personal liability insurance that also covers mountain sports activities.
- 6.2 Cancellation Fees: It is recommended that the Guest has cancellation insurance.
- 6.3 Illness and Accident
 - 6.3.1 The Guest is personally responsible for having sufficient health and accident insurance that also covers search, rescue and repatriation costs.
 - 6.3.2 It is recommended that the Guest has a membership with a Swiss air rescue organisation that will cover the costs of air rescue (e.g. Rega, Air-Glaciers, Air Zermatt).

7. CHANGE OF PROGRAMM

- 7.1 Alternative Tour
 - 7.1.1 In case the agreed tour cannot be undertaken (weather, conditions, etc.), Hike Away (Claudine Wernli) is entitled and obligated to offer the Guest an alternative tour or alternative mountaineering activity for the agreed time period.

- 7.1.2 If the Guest accepts the alternative tour or alternative activity, Hike Away (Claudine Wernli) is entitled to carry out the alternative tour or alternative activity for the originally agreed fee.
- 7.1.3 If the Guest declines the offered alternative tour or alternative activity, Hike Away (Claudine Wernli) is entitled to make a cancellation according to Art. 8.12 or a curtailment according to Art.
- 7.2 Alternative Touring Area / Alternative Course Location
- 7.2.1 If the agreed touring area or agreed course location is not accessible or not suitable (weather, conditions, booked accommodation, etc.), Hike Away (Claudine Wernli) is entitled and obligated to offer the Guest an alternative touring area or alternative course location for the agreed time period.
- 7.2.2 If the Guest accepts the alternative tour or alternative activity, Hike Away (Claudine Wernli) is entitled and obligated to carry out the alternative tour or alternative activity for the originally agreed fee. The Guest must pay any cancellation costs incurred with the originally planned touring area or course location.
- 7.2.3 If the Guest declines the offered alternative tour or alternative activity, Hike Away (Claudine Wernli) is entitled to make a cancellation according to Art. 8.12 or a curtailment according to Art. 9.13.

8. CANCELLATION

8.1 Cancellation by Hike Away (Claudine Wernli)

- 8.1.1 If Hike Away (Claudine Wernli) must cancel an agreed activity prior to the start, for a reason that lies within Hike Away (Claudine Wernli's) personal area of risk (e.g. illness, accident, family reasons), no compensation is owed by either party.
- 8.1.2 If Hike Away (Claudine Wernli) must cancel an agreed activity for a reason that lies outside of her personal area of risk (e.g. bad weather, unfavourable conditions on the mountain, disrupted transportation connections), and the guest declines the proposed alternative (Art. 7.1, 7.2), the Guest must pay 100% of the fee for the agreed tour or course days. In addition, the Guest must pay the cancellation costs incurred for the booked transportation, accommodation, etc.

8.2 Cancellation by the Guest

If the Guest cancels, she or he must pay in full all cancellation costs incurred (transport, accommodation, etc.) and must pay the fee according to the following scale:

- Cancellation 60 to 31 days prior to the start of the agreed tour: 20% of the fee
- Cancellation 30 to 15 days prior to the start of the agreed tour: 50 % of the fee
- Cancellation 14 or fewer days prior to the start of the agreed tour: 100 % of the fee

9. CURTAILMENT

9.1 Curtailment by Hike Away (Claudine Wernli)

- 9.1.1 If Hike Away (Claudine Wernli) must cancel a one-day activity that has already begun for safety reasons (weather, conditions, overwhelming demands on the Guest, etc.), the Guest is obligated to pay the entire remuneration.
- 9.1.2 If Hike Away (Claudine Wernli) must cancel an agreed activity prior to the start, for a reason that lies within Hike Away (Claudine Wernli's) personal area of risk (e.g. illness, accident, family reasons), no compensation is owed by either party. In this case, Hike Away (Claudine Wernli) is obligated to pay the cancellation costs incurred for the booked accommodations, transportation, etc.
- 9.1.3 If Hike Away (Claudine Wernli) must cancel a multi-day activity that has already begun for a reason that lies outside of her personal area of risk (e.g. bad weather, unfavourable conditions on the mountain, disrupted transportation connections, pandemic), and the Guest does not accept the alternative offer (Art. 7.1, 7.2), the Guest must pay 100% of the fee for the agreed tour or course days. In addition, the Guest must pay all cancellation costs incurred for the booked accommodations, means of transportation, etc.
- 9.1.4 If Hike Away (Claudine Wernli) must curtail an activity that has already begun because the Guest breaches her or his duty to provide information or cooperate or fails to comply with the safety instructions (Art. 5.3, 5.4), the Guest must pay the full amount of the remuneration for the agreed days, and must also pay in full all cancellation costs incurred for the booked accommodations and means of transport.
- 9.1.5 If Hike Away (Claudine Wernli) must curtail or interrupt an activity that has already begun in order to help other mountaineers in distress, the Guest will also owe the remuneration for the time spent assisting the other mountaineers.
- 9.2 Evacuation: In case Hike Away (Claudine Wernli) must evacuate the Guest for safety reasons (severe weather, exhaustion of a Guest, equipment damage, etc.), the Guest must pay the full evacuation costs incurred. Several Guests are obligated to pay the costs in equal parts.
- 9.3 Curtailment by the Guest: If the Guest curtails an activity that has already begun, she or he must pay Hike Away (Claudine Wernli) the full amount of the remuneration for the agreed days and must pay all cancellation costs incurred by the booked accommodations, transportation, etc.

10. INTERRUPTION / DAY OF REST

10.1 Interruption by Hike Away (Claudine Wernli)

- 10.1.1 Hike Away (Claudine Wernli) is entitled to interrupt multi-day activities by one or two days for reasons that lie outside of her or his personal area of risk (weather, conditions, etc.). An interruption may only be considered if the chances of continuing the agreed activity afterwards are good.
- 10.1.2 When an agreed activity is interrupted, Hike Away (Claudine Wernli) must offer an alternative, if possible and reasonable (Art. 7.1, 7.2). If the Guest declines the proposed alternative, she or he must pay 100% of the fee for the days of interruption. In addition, the Guest must pay all cancellation costs incurred for the booked accommodations, means of transportation, etc.

10.2 Interruption by the Guest: If the Guest requests a day of rest during a multi-day activity, the Guest is obligated to pay the fee in full.

11. REMUNERATION

11.1 Components of the Remuneration

- 11.1.1 The remuneration consists of the fee for the actual service (Art. 11.3), compensation for travel time (Art. 11.4), additional costs (Art. 11.5) and VAT if necessary (Art. 11.6).
- 11.1.2 The components of the remuneration may be listed individually, or a package price can be agreed on.
- 11.2 Modalities of Payment
- 11.2.1 The modalities of payment of the remuneration are stipulated by Hike Away (Claudine Wernli).
- 11.2.2 Unless otherwise specified by Hike Away (Claudine Wernli), the Guest is obligated to make a prepayment of 50% of the total remuneration prior to the start of the planned activity and pay the remaining 50% within ten days of receipt of the invoice. The invoice may be issued in writing (e-mail, letter, etc.) or verbally.
- 11.2.3 If the Guest fails to make the prepayment as agreed or as stipulated in Art. 11.22 Hike Away (Claudine Wernli) is entitled to back out of the contract without being liable for compensation.
- 11.3 Fee
- 11.3.1 Agreed Fee: The agreed fee corresponds to the amount that is agreed upon by the contracting parties for the specific case.
- 11.3.2 No Agreement on Fee: When there is no agreement on the fee amount, the Guest must pay Hike Away (Claudine Wernli) the amount of the customary fee for the respective activity. The customary fee is based on the recommended daily fee (Art. 11.33/11.34) or market rate.
- 11.3.3 The fee may be determined as a daily fee. The amount of the daily fee is usually dependent on the length of the entire contract, the length and difficulty of the tours, the conditions of the terrain, the number of Guests, fitness level of the Guests, and the seasonal capacity of Hike Away (Claudine Wernli).
- 11.3.4 Recommended Rates for the Daily Fee: The recommended rates of the SBV are mere recommendations. They are adjusted periodically and are currently as follows: CHF 500 for the service of a hiking guide.
- 11.4 Compensation for Travel Time
- 11.4.1 The travel time refers to the time spent by Hike Away (Claudine Wernli):
- for the journey from her place of residence to the hut, including any ascent, on the day before the guided activity.
 - for the descent from the hut, if any, and the journey back to the place of residence on the day after the guided activity.
- 11.4.2 The agreed compensation for the travel time corresponds to the amount that is agreed upon by the contracting parties for the specific case.
- 11.4.3 In case there is no agreement on compensation for travel time, the Guest will owe Hike Away (Claudine Wernli) the amounts as specified below:
- For arrival and ascent the previous day
- CHF 400, if Hike Away (Claudine Wernli) must leave her home before 9:00
 - CHF 300, if Hike Away (Claudine Wernli) must leave her place of residence between 09:00 and 15:00
 - CHF 200, if Hike Away (Claudine Wernli) may leave her home after 15:00
- For descent and journey home the following day
- CHF 400, if Hike Away (Claudine Wernli) arrives at her place of residence after 15:00
 - CHF 300, if Hike Away (Claudine Wernli) arrives at her place of residence between 12:00 and 15:00
 - CHF 200, if Hike Away (Claudine Wernli) arrives at her place of residence before 12:00 Noon
- 11.5 Additional Cost
- 11.5.1 Additional costs include the actual costs incurred for the journey to and from the activity, the local transportation (aerial tramway, bus, taxi, etc.), the accommodations and food (meals with beverages in hotels, restaurants and mountain huts, tea for hiking.)
- 11.5.2 The Guest must pay her or his additional costs. In addition, the Guest must reimburse Hike Away (Claudine Wernli) for her additional costs.
- 11.5.3 If Hike Away (Claudine Wernli) travels by public transportation, she or he will charge the cost of a 2nd class ticket with a half-fare card.

12. EQUIPMENT

- 12.1 Equipment of Hike Away (Claudine Wernli)
- 12.1.1 Hike Away (Claudine Wernli) bears the costs for her own equipment as well as the shared equipment (tarp, cooker, gas, etc.) that is required.
- 12.1.2 Hike Away (Claudine Wernli) provides the required shared equipment in perfect condition at no additional cost to the Guest.
- 12.2 Equipment of the Guest
- 12.2.1 The Guest is responsible for the costs of the equipment she or he personally requires.
- 12.2.2 Hike Away (Claudine Wernli) ensures that the Guest is informed well in advance and in detail about the equipment she or he personally requires.
- 12.2.3 Hike Away (Claudine Wernli) may be able to offer rental equipment to the Guest. In such case, Hike Away (Claudine Wernli) is responsible for ensuring that the rental equipment that is in top condition. The Guest must pay reasonable compensation for rental equipment. If the amount of the rental cost is not specified, the cost must then correspond to standard market rates.

13. APPLICABLE LAW / PLACE OF JURISDICTION

- 13.1 This contract is subject to Swiss law, even if the contract is fulfilled abroad or the Guest is domiciled abroad.
- 13.2 The place of jurisdiction is based on the domicile or registered office of the Service Provider.

Ordinary courts of law are competent.

Version 2024, approved by the ZV on 22.01.2024