



GENERAL TERMS AND CONDITIONS (GTC)

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1. SCOPE OF APPLICATION

- 1.1 The GTC apply to the contractual relationship between the Guest and the Service Provider. As defined by the GTC, Service Providers are:
- Mountain guides
 - Aspiring mountain guides
 - Hiking guides
 - Climbing instructors
 - Companies that offer guided mountain sports activities
- 1.2 The GTC only apply if so agreed between the contracting parties. A reference to the GTC by the Service Provider, whether verbally or in writing (by e-mail, text message, online or similar), 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 the Service Provider 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 the Service Provider 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, letter, etc.).
- 2.3 If the Service Provider 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. QUALITY ASSURANCE

3.1 Quality assurance by the mountaineering school

- 3.11 The mountaineering school guarantees to only employ persons qualified for the planned activity who have the necessary qualifications required by law on mountaineering and offering other risk activities (RiskG, SR 935.91) as well as the associated ordinance (RiskV, SR 935.911), and who hold the appropriate license.

3.2 Quality assurance by the guide

- 3.21 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.
- 3.22 The guide guarantees that she or he is qualified for the planned activity and holds an appropriate RiskG-licence.
- 3.23 The guide guarantees that she or he will only engage additional guides equally qualified for the planned activity and hold an appropriate RiskG-licence.
- 3.24 When concluding the contract, aspiring mountain guides must inform their Guests of their status. They guarantee that they will adhere to the rules of the RiskV and the requirements of the mountain guide training regulations during their activities.

4. GUEST PARTICIPATION

4.1 Self-responsibility

The Guest takes personal responsibility for her or his knowledge and abilities.

4.2 Acceptance of the residual risk

The Guest accepts the residual risk inherent in mountain sports that remains even by guidance with due diligence.

4.3 Information

4.31 The Guest is obligated to inform the Service Provider 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.

4.32 If the Service Provider provides a detailed description of the requirements, Guests are obligated to carefully assess whether they meet these requirements and are obligated to inform the Service Provider about any problematic aspects as early as possible.

4.4 Safety 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.

5. INSURANCE

5.1 Liability insurance

5.11 The mountaineering school has professional liability insurance with a coverage of at least CHF 5 million per claim.

5.12 The mountain guide has professional liability insurance with a coverage of at least CHF 5 million per claim as legally required.

5.13 If so requested by the Guest, the Service Provider must provide proof of her or his liability insurance.

5.14 It is recommended that the Guest has personal liability insurance that also covers mountain sports activities.

5.2 Cancellation costs

It is recommended that the Guest has cancellation insurance.

5.3 Illness and accident

5.31 The Guest is personally responsible for having sufficient health and accident insurance that also covers search, rescue and repatriation costs.

5.32 It is recommended that the Guest has a membership with an air rescue organisation that will cover the costs of air rescue in case of an accident within Switzerland. (e.g. Rega, Air-Glaciers, Air Zermatt).

6. CHANGE OF PROGRAM

6.1 Alternative tour

- 6.11 In case the agreed tour cannot be undertaken (weather, conditions, etc.), the Service Provider is entitled and obligated to offer the Guest an alternative tour or alternative mountaineering activity for the agreed time period.
- 6.12 If the Guest accepts the alternative tour or alternative activity, the Service Provider is entitled to carry out the alternative tour or alternative activity for the originally agreed fee.
- 6.13 If the Guest declines the offered alternative tour or alternative activity, the Service Provider is entitled to make a cancellation according to Art. 7.12 or a curtailment according to Art. 8.13.

6.2 Alternative touring area / Alternative course location

- 6.21 If the agreed touring area or course location is not accessible or suitable (weather, conditions, etc.), the Service Provider is entitled and obligated to offer the Guest an alternative touring area or alternative course location for the agreed time period.
- 6.22 If the Guest agrees to the alternative touring area or alternative course location, the Service Provider is entitled to carry out the activity for the originally agreed fee. The Guest must pay any cancellation costs incurred with the originally planned touring area or course location.
- 6.23 If the Guest declines the offered alternative touring area or course location, the Service Provider is entitled to make a cancellation according to Art. 7.12 or a curtailment according to Art. 8.13.

7. CANCELLATION

7.1 Cancellation by the Service Provider

- 7.11 If the Service Provider must cancel an agreed activity prior to the start, for a reason that lies within the Service Provider's personal area of risk (e.g. illness, accident, family reasons), no compensation is owed by either party.
- 7.12 If the Service Provider must cancel an agreed activity for a reason that lies outside of her or his personal area of risk (e.g. bad weather, unfavourable conditions on the mountain, disrupted transportation connections), and the Guest declines the proposed alternative (Art. 6.1,6.2), 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.

7.2 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

8. CURTAILMENT

8.1 Curtailment by the Service Provider

- 8.11 If the Service Provider 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.
- 8.12 If the Service Provider must curtail a multi-day activity that has already begun for a reason that lies within her or his personal area of risk (e.g. illness, accident, family reasons), the Guest will only owe the remuneration for the guiding work that has already been carried out, apart from that no compensation will be owed by either party. In this case, the Service Provider is obligated to pay the cancellation costs incurred for the booked transportation, accommodations, etc.
- 8.13 If the Service Provider must cancel a multi-day activity that has already begun for a reason that lies outside of her or his personal area of risk (e.g. bad weather, unfavourable conditions on the mountain, disrupted transportation connections), and the Guest does not accept the alternative offer (Art. 6.1, 6.2), 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 means of transportation, accommodation, etc.
- 8.14 If the Service Provider 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. 4.3, 4.4), 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.
- 8.15 If the Service Provider 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.

8.2 Evacuation

In case the Service Provider 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.

8.3 Curtailment by the Guest

- 8.31 If the Guest curtails an activity that has already begun, she or he must pay the Service Provider the full amount of the remuneration for the agreed days and must pay all cancellation costs incurred by the booked accommodations, transportation, etc.

9. INTERRUPTION / DAY OF REST

9.1 Interruption by the Service Provider

- 9.11 The Service Provider 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.

9.12 When an agreed activity is interrupted, the Service Provider must offer an alternative, if possible and reasonable (Art. 6.1, 6.2). If the Guest declines the proposed alternative, she or he must pay 100% of the fee for the days of interruption. The Guest must also pay all cancellation costs incurred for the booked transportation, accommodation, etc.

9.2 **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.

10. **REMUNERATION**

10.1 **Components of the remuneration**

10.11 The remuneration consists of the fee for the actual service (Art. 10.3), compensation for travel time, additional costs (Art. 10.5) and VAT if necessary (Art. 10.6).

10.12 The components of the remuneration may be listed individually, or a package price can be agreed on.

10.2 **Modalities of payment**

10.21 The modalities of payment of the remuneration are stipulated by the Service Provider.

10.22 Unless otherwise specified by the Service Provider, 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.

10.23 If the Guest fails to make the prepayment as agreed or as stipulated in Art. 10.22, the Service Provider is entitled to withdraw from the contract without being liable for compensation.

10.3 **Fee**

10.31 **Agreed Fee**

The agreed fee corresponds to the amount that is agreed upon by the contracting parties for the specific case.

10.32 **No Agreement on Fee**

When there is no agreement on the fee amount, the Guest must pay the Service Provider the amount of the customary fee for the respective activity.

The customary fee is based on the summit tariff, provided that a tariff is listed on the SMGA website (Art. 10.35). Otherwise, the customary fee is based on the recommended daily fee (Art. 10.33/10.34).

10.33 **Daily Fee**

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, the fitness level of the Guests, and the seasonal capacity of the Service Provider.

10.34 Recommended Rates for the daily fee

The recommended rates of the SMGA are mere recommendations. They are adjusted periodically and are currently as follows:

- CHF 650 to CHF 850 for the service of a mountain guide
- CHF 500 for the service of a hiking guide
- CHF 550 for the service of a climbing guide

10.35 Fee According to summit tariff

On the SMGA website, you will find so-called summit tariffs for numerous mountains. These are mere recommendations of local and regional mountain guide associations. If a Service Provider bases her or his fee on the summit tariff, it must be taken into account that this tariff refers to a single Guest and good conditions. The summit fee must therefore be adjusted to the circumstances of the respective activity (number of Guests, fitness level of the Guest, terrain conditions, seasonal capacity of the Service Provider).

10.4 **Compensation for travel time**

10.41 The travel time refers to the time spent by the Service Provider:

- For the journey from her or his 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

10.42 The compensation for travel time will correspond to the amount agreed upon by the contracting parties for the specific case.

10.43 In case there is no agreement on compensation for travel time, the Guest will owe the Service Provider the amounts as specified below:

For arrival and ascent the previous day

- CHF 400, if the Service Provider must leave her or his home before 9:00
- CHF 300, if the Service Provider must leave her or his home between 9:00 and 15:00
- CHF 200, if the Service Provider may leave her or his home after 15:00

For descent and journey home the following day

- CHF 400, if the Service Provider arrives at her or his place of residence after 15:00
- CHF 300, if the Service Provider arrives at her or his place of residence between 12:00 and 15:00
- CHF 200, if the Service Provider arrives at her or his place of residence before 12:00 noon

10.5 **Additional costs**

10.51 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.)

10.52 The Guest must pay her or his additional costs. In addition, the Guest must reimburse the Service Provider for her or his additional costs.

10.53 The Service Provider will charge CHF 0.70 per km for her or his journey to and from the activity when she or he travels by car. If the Service Provider travels by public transportation, she or he will charge the cost of a 2nd class ticket with a half-fare card.

10.6 Value added tax

If the Service Provider is subject to value-added tax (VAT), the VAT will be invoiced in addition to the fee and compensation for travel time.

11. EQUIPMENT

11.1 Equipment of the Service Provider

11.11 The Service Provider bears the costs for her or his own equipment as well as the required shared equipment (rope, quickdraws, ice screws, etc.).

11.12 The Service Provider provides the required shared equipment in perfect condition at no additional cost to the Guest.

11.2 Equipment of the Guest

11.21 The Guest is responsible for the costs of the equipment she or he personally requires.

11.22 The Service Provider ensures that the Guest is informed well in advance and in detail about the equipment she or he personally requires.

11.23 If the Service Provider is able to offer rental equipment to the Guest, the Service Provider is responsible for ensuring that the rental equipment is in perfect condition. The Guest must pay reasonable compensation for the rental equipment. If the amount of the rental cost is not specified, the cost must correspond to standard market rates.

12. APPLICABLE LAW / PLACE OF JURISDICTION

12.1 This contract is subject to Swiss law, even if the contract is fulfilled abroad or the Guest is domiciled abroad.

12.2 The place of jurisdiction is based on the domicile or registered office of the Service Provider. Ordinary courts of law are competent.

13. SPECIAL PANDEMIC REGULATIONS

13.1 Scope of application

13.11 These special regulations apply for the duration of the pandemic and as long as there are ordinances and restrictions due to the pandemic.

13.12 Where a special regulation is provided for hereinafter, it will take precedence over the normal GTC in Art. 1 to 12.

13.2 Prepayment

13.21 The Guest is obligated to make a prepayment of 50% of the agreed remuneration to the Service Provider in order to confirm the booking.

13.22 The booking is only considered binding when the prepayment is received on the account of the Service Provider.

13.3 **Cancellation**

13.31 If a Guest must cancel because: she or he is ill and must go into isolation, she or he must go into quarantine because of contact with an ill person, or she or he cannot provide a certificate that is valid for the entire duration of the activity, the cancellation provision of Art. 7.2. is binding.

13.32 If a foreign Guest is not able to travel to the location of the booked activity due to Covid-19 regulations of an official governmental authority, she or he must pay the Service Provider 50% of the agreed remuneration.
The Service Provider is entitled to keep the prepayment paid by the Guest. In addition, the Guest is obligated to cover all costs incurred due to the cancellation of accommodations, means of transport, etc.

13.4 **Information and monitoring**

13.41 The Service Provider will inform the Guest well in advance of any pandemic-related measures.

If overnight stays in huts are planned, the Service Provider will check before departing whether the Guest fulfils all requirements for staying in the hut.

13.5 **Curtailment**

If an activity must be curtailed because a Guest falls ill, the Guest must pay the entire fee.