

General Terms and Conditions (GTC) for Guided Single- or Multi-Day Tours by ACTIVE SWISS TOURS

1. Scope and Contractual Partner

These General Terms and Conditions apply to all tours offered and conducted by ACTIVE SWISS TOURS, Switzerland (hereinafter referred to as ACTIVE SWISS TOURS) for every activity such as hiking, snowshoeing, mountain biking, winter sports, cultural tours, as well as transportation services. By booking a tour, the customer acknowledges these GTC as binding. The customer confirms they have read and accepted these terms and conditions upon booking a tour.

2. Contract Conclusion & Booking

The presentation of tours on the website or in brochures constitutes a non-binding offer. A **contract is concluded** once the customer confirms the tour proposal prepared by ACTIVE SWISS TOURS in writing (via email or text message). Telephone or verbal reservations only become binding once they have been confirmed in writing by ACTIVE SWISS TOURS. **Special requests** or individual agreements are only valid if also confirmed in writing by ACTIVE SWISS TOURS. The person making the booking is responsible for the accuracy of the provided information and for ensuring that all accompanying participants are informed about these GTC.

3. Prices & Payment

All prices are quoted in Swiss Francs (CHF) and, unless otherwise agreed, are per tour. The offered prices include the services contractually agreed upon (e.g., guiding, equipment transport, meals, or accommodation, if expressly included). Not included—unless explicitly stated—are personal expenses of the participants (e.g., drinks, souvenirs) and required insurances (see section 8). Before concluding the contract, ACTIVE SWISS TOURS will provide a quote with an approximate price (deviation of $\pm 10\%$ possible). Unless otherwise agreed, **payment** is due no later than eight days before the start of the tour. Generally, the full tour price must be paid via bank transfer prior to the start of the tour. In the case of short-notice bookings, cash payment on-site before the tour may exceptionally be allowed by arrangement. If the customer fails to meet their payment obligations on time, ACTIVE SWISS TOURS is entitled to withdraw from the contract without further notice and to charge cancellation fees in accordance with section 4.

4. Withdrawal by the Customer (Cancellation)

A customer may **withdraw** from a booked tour at any time prior to its start. The cancellation must be submitted to ACTIVE SWISS TOURS **in writing** (via email or postal mail). The time of receipt of the written cancellation notice by ACTIVE SWISS TOURS is decisive for calculating any applicable cancellation fees. The following cancellation conditions apply:

For day tours (without overnight stay) and multi-day tours (with overnight stay):

- Up to eight days before the start of the tour: **free of charge** (full refund of any payments already made)

- Between three and seven days before the start of the tour: **50%** of the tour price
- Less than 48 hours before the tour or in case of no-show: **100%** of the tour price (no right to a refund)

Payments already made will be refunded proportionally in the event of cancellation, in accordance with the above conditions. Transferring the booking to a **replacement person** is generally possible, provided that the replacement meets all participation requirements (see Section 6) and ACTIVE SWISS TOURS gives written consent to the change. Any additional costs resulting from the name change or rebooking (e.g., third-party fees or name change charges) shall be borne by the customer. The original customer and the replacement person are jointly liable for the full tour price and any additional costs. We recommend that customers take out **travel cancellation insurance**, which covers cancellation costs in the event of withdrawal (e.g., due to illness or accident).

5. Cancellation or Changes by ACTIVE SWISS TOURS

ACTIVE SWISS TOURS strives to carry out all confirmed tours as planned. However, **changes or cancellations** may become necessary due to important reasons beyond the control of ACTIVE SWISS TOURS. In particular, ACTIVE SWISS TOURS reserves the right to cancel or terminate a tour at any time if circumstances require it — particularly for **safety reasons** (e.g., adverse weather conditions, storms, avalanche risk), in cases of **force majeure** (e.g., natural disasters, epidemics, government-imposed restrictions, strikes, armed conflicts, power or transport outages), or due to sudden unavailability of the tour leader, especially due to illness or accident without the possibility of short-term replacement.

If a tour is cancelled for the above-mentioned reasons, the customer has no right to a refund of payments already made, provided the reason lies outside the control of ACTIVE SWISS TOURS and makes the execution of the tour impossible or unreasonable. If feasible, ACTIVE SWISS TOURS may offer the customer an alternative date or an equivalent substitute tour. However, the customer is not entitled to such a replacement. Further claims by the customer (in particular compensation for damages, reimbursement of expenses, loss of holiday enjoyment, or lost profits) are — to the extent legally permissible — expressly excluded.

ACTIVE SWISS TOURS is also entitled to make reasonable program changes for valid reasons, provided these do not substantially alter the overall nature of the booked service. Route, schedule, and transportation changes may be made for safety or organizational reasons. In such cases, ACTIVE SWISS TOURS will strive to provide equivalent alternative services. Reasonable changes do not entitle the customer to a reduction in the tour price.

6. Participation Requirements

Our tours require **good physical health** as well as fitness and experience appropriate to the demands of the specific tour. Customers are obligated to inform ACTIVE SWISS TOURS truthfully of any relevant health conditions or risks (e.g., chronic illnesses, allergies, medication use, pregnancy) that may affect their ability to participate. **Minors** may only take part in tours if accompanied by a legal guardian or with written consent from one. Participants must follow the instructions of ACTIVE SWISS TOURS guides or staff at all times. This is for the safety of the

participant and the group. Participants are also required to comply with all applicable rules and regulations (e.g., environmental protection rules, traffic regulations while biking or skiing).

ACTIVE SWISS TOURS expects a high degree of personal responsibility from participants. Each participant is responsible for only taking part in activities that are compatible with their physical condition, especially their health and fitness level. If it becomes apparent that a participant is unable to meet the tour requirements or poses a risk to themselves or others due to their behaviour, ACTIVE SWISS TOURS may, within its capabilities, take measures to protect the group or the individual such as shortening or choosing a more accessible route. In such cases, there is no right to a refund of the tour price.

Duty to cooperate: Customers are required to immediately report any complaints to the tour leader so that corrective action can be taken. They must also take reasonable steps to avoid or minimize any damages.

7. Equipment

ACTIVE SWISS TOURS informs customers in advance (e.g. in the tour offer) about the equipment required for the booked tour. Each participant is responsible for arriving at the tour with suitable clothing and the necessary personal gear (e.g. weatherproof clothing, appropriate footwear, sun and cold protection), unless expressly agreed otherwise.

Rental Equipment: If ACTIVE SWISS TOURS or an equipment rental provider supplies materials such as rental gear (e.g. snowshoes, bikes, helmets, etc.), this must be agreed upon in advance. Participants are required to treat rented equipment with care and return it after the tour. If any rented items are damaged or lost and the participant is at fault, they may be held liable.

8. Insurance

Participation in tours offered by ACTIVE SWISS TOURS is at the participant's own risk. Customers are responsible for ensuring they have adequate insurance coverage. Insurance services are not included in the tour price. Every participant must have valid health and accident insurance that covers the potential risks associated with the booked activity (in particular, sports-related accidents in outdoor or mountain terrain). Private liability insurance is mandatory to cover damages to third parties. For activities in the mountains or in remote areas, insurance covering rescue and repatriation costs is strongly recommended. Travel cancellation insurance (see Section 4) is also advisable to cover cancellation costs in the event of illness or accident before the start of the tour. By booking, the customer confirms that they have secured sufficient insurance coverage; ACTIVE SWISS TOURS may request proof of such coverage.

9. Liability of ACTIVE SWISS TOURS

ACTIVE SWISS TOURS is liable under applicable legal provisions for the careful preparation and execution of its tours. Liability toward customers is—where legally permissible (Art. 100 Swiss Code of Obligations, OR)—limited to cases of intent or gross negligence. Liability for ordinary negligence is, to the extent legally permitted, entirely excluded. ACTIVE SWISS TOURS is only liable for damages resulting in injury to life, body, or health in cases of culpable behaviour. Participation in all tours is at the participant's own risk (see Section 8). ACTIVE SWISS TOURS accepts no liability for accidents, injuries, health impairments, or material damage to

participants, unless caused by intentional or grossly negligent conduct. In particular, there is no liability for typical risks associated with outdoor activities in nature, mountainous terrain, or road traffic (e.g. risk of falls and injuries, weather conditions, avalanches, rockfall, or the actions of third parties), provided ACTIVE SWISS TOURS is not at fault.

In any case, any liability on the part of ACTIVE SWISS TOURS is limited in amount to the contractually agreed price for the specific tour. Any further liability—especially for indirect or consequential damages such as loss of enjoyment, loss of earnings, or lost profits—is excluded.

Liability for Third-Party Services: ACTIVE SWISS TOURS may engage third-party providers (auxiliary persons), such as independent guides, transport companies, or accommodation providers, to deliver its services. In such cases, ACTIVE SWISS TOURS is only liable within the framework of mandatory legal provisions. Further liability—especially for minor negligence on the part of auxiliary persons—is excluded. For damages caused by third-party providers for which ACTIVE SWISS TOURS is not legally liable, customers will be referred to those providers for direct claims.

Exclusions of Liability: ACTIVE SWISS TOURS assumes no liability for damages resulting from circumstances beyond its control (e.g. force majeure, government orders, pandemic-related restrictions, transportation delays or cancellations, strikes). ACTIVE SWISS TOURS is also not liable for the loss, theft, or damage of participants' personal items (e.g. equipment, electronic devices, money, travel documents, or other valuables), unless the damage was caused by grossly negligent or intentional actions by ACTIVE SWISS TOURS.

These liability limitations and exclusions also apply analogously in favor of legal representatives, employees, and authorized third parties of ACTIVE SWISS TOURS.

10. Data Protection

ACTIVE SWISS TOURS collects, uses, and protects the personal data of its customers in accordance with applicable data protection laws (especially the Swiss Federal Act on Data Protection, FADP). Personal data (e.g. name, contact details, date of birth, nationality, booking and travel details) is collected and processed only to the extent necessary for booking management, tour execution, and customer care. ACTIVE SWISS TOURS treats this information confidentially and protects it with appropriate technical and organizational measures against unauthorized access. Disclosure to third parties occurs solely to the extent necessary for fulfilling the contract—for example, to local service providers (e.g. hotels, transport companies, local guides) or to authorities within the framework of legal requirements. Personal data will not be passed on to third parties for advertising or marketing purposes without the explicit consent of the data subject. By booking, the customer consents to the described use of their data. This consent can be revoked at any time with effect for the future. However, in such cases, ACTIVE SWISS TOURS may no longer be able to fulfill the contractual service.

11. Applicable Law and Jurisdiction

Swiss law exclusively applies to the contractual relationship between the customer and ACTIVE SWISS TOURS, excluding the conflict-of-law provisions of private international law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not

apply. The place of jurisdiction for all disputes arising from this contractual relationship is Bern, Switzerland. However, ACTIVE SWISS TOURS reserves the right to take legal action against the customer at their place of residence or before any other competent court. Mandatory legal jurisdiction provisions take precedence over this jurisdiction clause.

12. Severability Clause

Should any provision of these GTC be wholly or partially invalid, unenforceable, or void, the validity of the remaining provisions shall remain unaffected. In such a case, the invalid provision shall be replaced by a valid one that comes closest to the economic purpose of the invalid provision. The same applies to any gaps in these GTC.

Last updated: May 2025

ACTIVE SWISS TOURS

Markus Helbling

Elfenastrasse 51

3074 Muri bei Bern

info@activeswisstours.ch