

birdlike hang gliding

Terms and conditions

General:

birdlike hang gliding assigns the performance of all activities to other service providers/organisers who shall hereinafter be referred to as 'organisers'. birdlike hang gliding shall merely be responsible for procuring the activities as well as, to some extent, for providing the required infrastructure and, to some extent, for handling the logistics and for collecting payments on behalf of third parties.

1. Formation of Contract

The customer's verbal or written registration or booking with birdlike hang gliding or one of its points of sale shall constitute the formation of a binding contract between the customer and birdlike hang gliding. By making the booking, the customer accepts these General Terms and Conditions as an integral part of the contract between himself/herself and birdlike hang gliding.

2. Subject Matter of the Contract

The organiser undertakes to provide the service required by the customer within the scope of the offers and/or the order confirmation. Extended services may be considered upon consultation with the organiser. Any additional costs shall be borne by the customer.

3. Prices

All prices include statutory VAT. We explicitly reserve the right to change the prices. Any prices stated in foreign currencies shall be adjusted in line with

the current daily exchange rate.

4. Cancellation or Alteration of Contract by the Customer

Any cancellations of contract must be made in writing and shall only be legally valid after the organiser has been consulted and agreed to them. In doing so, any documents already received (confirmations, tickets, vouchers, etc.) must be included.

In the event of a complete cancellation, the customer shall be charged the following proportions of the total costs of the event booked:

from 1 day prior to the activity: 100%

If the customer turns up late or leaves the event early, they shall not be entitled to a refund. Any additional costs incurred by turning up late, leaving early or postponing the event shall be borne by the customer.

5. Cancellation or Alteration of Contract by the Organiser

The organiser reserves the right to withdraw from the contract, even at short notice. If the fulfilment of contract at another point in time is not possible, or if the customer is unable to accept the services offered in lieu, any payments already made shall be reimbursed after deduction of any services already utilised. Any further claims for compensation are excluded. The event may be cancelled by the organiser at short notice if the conduct, failure to act or any other acts of the participants give cause for concern that the contract fulfilment is jeopardised or made impossible. In this case, the provisions in section 5 with respect to cancellation fees shall apply. If an event or part thereof cannot be held as a result of an act of God, security concerns on the part of the organiser, official measures, strike, unsafe or uncertain weather conditions, the organiser shall be entitled to cancel or abort the event, even at short notice. Any payments already made shall be reimbursed after deduction of any services already utilised, expenditures and a handling fee. Please note that the safe execution of the event is in the interest of all parties involved. All decisions by the organiser of an activity shall be final. We explicitly reserve the right to alter events. The organiser endeavours to provide a substitute of equal value.

6. Conditions of Participation and Obligations of the Participants to Co-operate

All activities require that participants are in good health. The participants undertake to notify the organiser of any health issues they may have. Participants must under no circumstances be under the influence of drugs, alcohol, psychotropic drugs or the like.

The participants undertake to fulfil the conditions of participation and to strictly follow all instructions given by the organiser, the mountain guide or any auxiliary persons. If a participant fails to meet the conditions of participation or to follow the instructions, the organiser may exclude them from the activity.

7. Insurance

The participants have unlimited insurance cover for treatment costs in Switzerland as a result of an accident.

8. Complaints

Should the customer have cause for a complaint or suffer a loss, this must, in writing, immediately be notified to and confirmed by the organiser of the activity. However, the organiser is not entitled to allow any claims; therefore, such confirmation does not constitute an acknowledgement of culpability. The organiser shall endeavour to find a remedy within the scope of the event and within the realms of possibility. If no remedy at all or insufficient remedy is found, or if the customer wishes to claim for damages, such claims must be submitted in writing within four (4) weeks of completion of the activity under the contract to birdlike hang gliding, addressed to the organiser. The confirmation by the organiser of the activity and any evidence must be included with the complaint. If a complaint is made late or no complaint is made at all during the activity, or if the respective claim is submitted late to birdlike hang gliding, all arising claims shall be forfeited.

9. Liability

All claims for compensation made against birdlike hang gliding or the organiser shall be excluded unless the damage was caused by intent or gross negligence. birdlike hang gliding and the organiser shall be entitled to call third parties to provide the services. If birdlike hang gliding legitimately assigns the performance to a third party, birdlike hang gliding shall not be liable for any acts or omissions by said third party. In particular, the organiser shall not be liable for any losses arising from acts or omissions of the organiser of the activity, which are not related to the provision of services agreed upon in the contract; or losses arising from third-party acts, or acts of other participants or in fact the participant himself/herself (in particular section 1), or from an act of God, natural disasters, official directives etc., or returning late from the activity. If a participant fails to follow the instructions of the organiser of the activity etc., the organiser shall be released from any liability whatsoever.

The liability of the organiser and/or the contractual partner towards the passenger shall be limited to a maximum of CHF 5 million.

10. Applicable Law and Court of Jurisdiction

The contractual relationship shall be governed solely by Swiss Law, to the exclusion of any international treaties. The parties shall agree upon Ennetmoos as the exclusive court of jurisdiction. However, the organiser shall, at its own option, be entitled to assert its claims at the customer's place of residence or domicile.

Should any of the provisions of these General Terms and Conditions be or become invalid and/or incomplete, the invalid and/or incomplete provision shall be replaced with a valid provision that comes closest to the intended purpose of the invalid and/or incomplete provision. Such an invalid and/or incomplete provision shall not affect the validity of the other provisions.