# **Sales Conditions for Activities**

In this document, whenever the term "Guide" is mentioned, it refers to the following professional figures: alpine guide, aspiring alpine guide (level I and II), and medium mountain guide (AMM). The acknowledgment of this document will be considered as acceptance of its contents and the terms of sale for the activities as outlined herein.

### **Prices and Payments**

The price stated, unless otherwise specified, includes:

- Guide assistance
- Third-party liability insurance

The price does not include:

- Transfer costs, taxi service, cable cars for both the Client and the Guide
- Potential rental costs for technical equipment
- Meals, accommodation costs for the Client and the Guide
- Client's accident insurance
- Reimbursement of travel expenses incurred by the Guide for activities conducted more than 30 km from the Guide's accommodation

#### **Booking and Payment:**

- The activity is considered "booked" only after a deposit of 50% of the estimated guiding fee, as stated on the website or communicated through other channels.
- The balance must be paid within 10 days before the excursion begins.
- For bookings made less than 10 days before the excursion, full payment must be made at the time of confirmation.
- The Guide is committed to the requested dates only upon receipt of the deposit.
- Any deposits required for hut bookings should be paid directly to the hut by the Client.

## **Confirmation of the Activity:**

- Given the extreme variability of weather and snow conditions in the mountains, the confirmation of the excursion will be made by the Guide one or two days prior to the scheduled start.
- The decision regarding the possibility or impossibility of carrying out the activity rests solely with the Guide.

## Cancellation by the Guide before the activity begins:

In case of cancellation by the Guide before the start of the activity (due to unfavorable weather, poor itinerary conditions, injury or illness of the Guide, or other force majeure circumstances), the Client may:

- Reschedule the same offer for a later period
- Choose another offer at the same price
- Choose another offer at a different price (with reimbursement or payment of the price difference)
- Cancel the contract with a refund of the amount paid.

If deposits have been made for the hut reservation, it will be at the discretion of the hut whether or not to refund them.

If the program is redefined, the daily fee will be calculated based on the difficulty of the trip, starting at  $\in$  400. The fee will be adjusted, if applicable, based on the number of participants.

#### Cancellation by the Client before the activity begins:

If the Client cancels the booking before the activity starts, the following penalties will apply:

• Cancellation with at least 30 days' notice from the activity date: refund of the deposit or the

possibility to reschedule the activity (once only).

- Cancellation with notice between 29 and 15 days before the activity: refund of 50% of the deposit paid.
- Cancellation with notice of 14 days or less before the activity: no refund of the deposit.
- Cancellation with notice of 10 days or less: no refund of amounts paid.
- Cancellations due to injury, illness, or other impediments of the participants will not be refunded. Any decisions regarding the refund of amounts paid will be at the sole discretion of the Guide.

# **Cancellation or Modification by the Guide during the Activity:**

Due to the objective and/or subjective conditions that may arise, the Guide cannot guarantee the full completion of the planned activity.

The Guide, without any possibility of dispute over their actions, has the right to cancel or partially modify the program based on weather and environmental conditions, as well as the physical and/or mental conditions of each participant. In such cases, the full fee must still be paid.

ProUp Team