

# Eiger Vision Ltd Regulations of Contract

The following general terms of business are an integral part of the contract between EIGER VISION Ltd., 3818 Grindelwald, and the client.

## 1. Booking

On making a booking in writing, by telephone or personally, the client accepts the general conditions as an integral part of the contract between himself and the Organiser. Should another Organiser be negotiated by Eiger Vision, then the regulations of transport and contract of the former shall apply.

## 2. Conditions of payment

Depending on task and agreement a deposit may be required. The sum in total is payable after the event.

## 3. Cancellation by the participant before start of activities

Notification of cancellation must be made in writing and include the documents already received (tickets, programmes etc.). For the calculation of cancellation costs the date of arrival of the notification (on Sundays and holidays, the following working day) is decisive.

Up to 20 days before start of activities

*Costs incurred to this point*

19 – 7 days before start of activities

*50% of the price of the package*

6 – 1 days before start of activities

*80% of the price of the package*

On the day of the activity / No-show

*100% of the price of the package*

## 4. Change of programme after completion of contract or cancellation of activity

After completion of the contract, or even during an activity the Organiser reserves the right to change or cancel a programme should this be made necessary by weather or natural conditions, official measures, acts of God, safety or any other reason.

Should a substantial change in contract be caused before the start of activities, or a rise in cost of more than 10% incur, then the participant may withdraw from the contract. With changes in programme during an activity the Organiser is obliged to offer an equivalent replacement activity.

The Organiser will refund the decrease in value for activities agreed on but not performed, or performed unsatisfactorily, should no feasible replacement activity be found on site and it be the fault of the Organiser or his/her helpers.

## 5. Cancellation of activities by participant

In the case of a participant breaking off an activity or leaving prematurely, no refund will be made. Any supplementary costs incurred shall be paid by the client.

## 6. Conditions of participation

For all the activities good physical fitness is required. Participants are obliged to inform the Organiser of any illnesses. Participants are not allowed to be under the influence of drugs, alcohol or be on psychiatric or similar drugs.

The participants are obliged to strictly follow the instructions of the Organiser, third persons or helpers. On not fulfilling the requirements for participation or not following instructions the Organiser has the right to exclude the participant from an activity. On exclusion prior to the start of activities, the cancellation regulations according to Article 3 take effect, after start of activities no refund will be made.

## 7. Accident, health and theft insurance

Accident, health and theft insurance are the responsibility of the participant.

## 8. Complaints

Should a participant have any reason to complain or should he sustain damage in any way, he should immediately declare this in writing to the Organiser to claim a corresponding attestation. The activity guide is, however, not authorised to acknowledge claims. It is the duty of the activity guide to take remedial action according to the programme and the possibilities. Should no, or insufficient, remedial action ensue and the persons be entitled to claim for damages, then the claim must be made in writing within 4 weeks after termination of the activity. Enclosed with the written claim should be an attestation from the activity guide and any relevant evidence. Failure to make a claim during the activity, and delay or failure to notify of the claim (including presentation of the required documents) leads to a forfeit in the right to compensation.

## 9. Liability

### 9.1 Liability exclusions

The Organiser is not liable for damages for which he or his/her helpers are slightly to blame.

Should the Organiser transfer the carrying out of an activity to a third party, the Organiser is not liable for the actions and failures of these. In particular the Organiser accepts no responsibility for damages due to actions and failures of activity guides not in connection with the contractually-defined performance, due to actions of third persons, other participants, the participant himself (see Article 6), acts of God, natural phenomena, official orders etc. or due to a delayed return home. Should a participant fail to follow the instructions of the activity guide etc. the Organiser declines all responsibility.

## 9.2 Special liability regulations: regulations for paragliding, heli-skiing, and the remaining offers including flying

We reserve the right to apply national laws or international agreements with liability limitations or liability exclusions. In activities coming under the Aviation Law the corresponding national and international regulations apply, whereby responsibility for persons, damage to property and material as well as luggage is either limited or excluded (for inland transportation Air Transport Regulation from 3.10.1952/ 1.6.1962; for international transportation the Agreement on Standardisation of Rules of Carriage in International Aviation, the Warsaw Pact of 12.10.1929/28.9.1955). Details can be found on the ticket.

## 9.3 Ex-contractual liability

The ex-contractual liability goes by the appropriate rules of the Law. Wherever these general regulations of contract foresee stricter liability requirements, limitations or exclusions, then these will take effect.

## 10. Pictures

All photographs taken by Eiger vision GmbH during an event are handed to the client. Eiger Vision GmbH reserves the right to use these pictures for the website and general advertising purposes.

## 11. Applicable law and court of jurisdiction

Swiss Law is applicable. **AS SOLE COURT OF JURISDICTION THE PARTIES HAVE AGREED ON INTERLAKEN.**