

# **General terms and conditions, Status 01.01.2024**

## **1. Registration:**

You can enquire the tour personally, by phone or in writing. With the tour registration on the basis of our brochure or website you offer us the conclusion of the tour contract. The binding conclusion of the contract comes about through the acceptance of your registration in the form of our booking confirmation (written or verbal). If the content of the booking confirmation differs from your registration, we will submit a new offer. The binding contract is concluded if you declare your express written acceptance or make a down payment within the time limit. The applicant expressly affirms that he or she is making the booking in the name and on behalf of the registered tour participants.

## **2. Payments:**

Upon receipt of a booking confirmation, you transfer the deposit shown on it (or the total amount) either to our account or by PayPal without any possibility of deduction. You can pay the remaining amount in cash or PayPal at the beginning of the tour.

## **3. scope of services:**

Please refer to the booking confirmation for the scope of contractual services. In the absence of such written confirmations, the scope of services listed in the current brochure shall apply at the prices listed in the current brochure. Only the latest version of our brochure is valid, not outdated editions.

## **4. Withdrawal by the customer:**

You can withdraw from the booked tour at any time. In your own interest and to avoid misunderstandings, we strongly recommend that you declare your withdrawal in writing. As a substitute for the tour preparations and expenses made, we will demand a percentage payment of the tour price, taking into account the following structure:

- up to 48 hours before the tour a cancellation is free of charge
- 48 to 24 hours before the tour we will demand 50% of the agreed tourprice
- Within 24 hours before the tour starts we will demand 100% of the agreed tourprice
- Cancellation due to non-appearance on tour day: 100%.

## **5. Substitutes:**

Until the beginning of the tour you can be represented by a third party at any time. However, we can object to the change if the replacement person does not meet the necessary tour requirements.

## **6. Services not used:**

If you do not make use of individual services, for whatever reason, there will be no refund of the tour price or deposit. If you do not arrive at the agreed time (we will wait max 15 minutes) there is no right to a refund of the tour price.

## **7. Change in booking:**

If this is necessary and possible, we will endeavor to change the booking of tours even after the contract has been concluded.

## **8. Withdrawal and termination by us:**

We can withdraw from the contract and exclude a participant even after the beginning of the tour, if this disturbs the execution of the tour despite the instructions lastingly, or if he behaves in such a way contrary to the contract of measurement that the immediate exclusion of the tour is justified. The same shall apply if a participant is unable to cope with a tour due to a misjudgment of his performance. We may withdraw from the contract up to two days before the start of the tour if the specified minimum number of participants is not reached.

## **9. Cancellation due to force majeure:**

If the tour is made considerably more difficult, endangered or impaired as a result of force majeure not foreseeable when the contract was concluded, or if your safety is no longer guaranteed, we will try to postpone the tour or suggest an equivalent replacement tour. If you do not like the tour, you can withdraw from the contract at any time. In the event of withdrawal for the aforementioned reasons, you will be refunded the travel price paid. A further claim does not exist.

## **10. Liability, limitations of liability:**

We provide the contractually agreed tour services with the greatest possible care of a prudent businessman. Participation in all activities is at your own risk, SKYclimber does not assume any liability or we are only liable for proven intent or gross negligence. The tour price includes guided tour and instruction only. We limit our liability, for whatever legal reason, to ten times the tour price. We are not liable for any disruptions in performance in connection with services which are merely brokered by us as external services. Here the travel conditions of the respective organizer are valid.

## **11. Obligation to cooperate:**

You are obliged to cooperate within the framework of the statutory provisions in the event of disruptions, to avoid any damage or to keep it to a minimum. In particular, you are obliged to notify your complaints immediately on site or to our guide. We or our guides will endeavor to comply with this complaint as far as possible. If you fail to point out a defect, there is no entitlement to a reduction in the tour price or compensation.

## **12. Ineffectiveness of individual regulations:**

If one of the regulations of the tour contract is or becomes completely or partially ineffective, this does not result in the ineffectiveness of the entire tour contract. Rather, we are entitled to replace the ineffective provision with the permissible provision which most closely corresponds to the purpose of the ineffective provision.

## **13. Exclusion of claims and statute of limitations:**

All claims due to non-contractual performance of the tour must be asserted against us within one month of the planned end of the tour. After the deadline has expired, you can assert claims if you have been prevented from adhering to the deadline through no fault of your own. All your claims from the tour contract expire in 6 months. The limitation period begins on the day on which the tour should end according to the contract. If you have asserted such claims, the statute of limitations is suspended until the day on which we reject the claims in writing.

## **14. Place of jurisdiction:**

Place of jurisdiction for both sides is our seat in Tremosine sul Garda (BS).