

General Terms and Conditions Freizeit- und Sportarena Adelboden AG

Thank you very much for your interest in the leisure and sports arena Adelboden. Upon receipt of your booking, a contract is created between you and Freizeit- und Sportarena Adelboden AG (hereinafter also referred to as the organiser). We therefore ask you to read the following general terms and conditions carefully.

1. Booking

Bookings can be made in writing, electronically, by telephone, by fax or personally with the organiser. By booking you accept these general terms and conditions as part of the contract between you and the organizer.

2. Booking confirmation

After receiving your booking, you will receive a confirmation with further information. The client must sign and return this confirmation within 15 days to create a binding contract.

3. Conditions of participation

An appropriate state of health is a prerequisite for all activities. The participant undertakes to inform the organiser in good time of any health problems. The organiser can exclude persons from events in the leisure and sports arena if the physical and/or psychological requirements for a smooth and safe course of events are not met. It is the customer's duty to abide by the organizer's conditions and to strictly follow his instructions.

4. terms of payment

For all activities the costs are to be paid by the date of payment stated in the invoice at the latest, by bank or post transfer or in cash. Other payment conditions are specified in the booking confirmation. A deposit can be demanded within a period of time.

Failure to make payments in time entitles the organizer to withhold the services or to terminate the contract. Cancellation costs, if any, will be claimed from the customer in accordance with section 5.

5. Cancellation or change of order by the customer

Cancellation of the contract must be made in writing, by registered letter to the organizer before the start of the activity. The cancellation only becomes valid upon receipt of these documents by the organizer.

In the case of each cancellation, the customer will be charged the following proportion of the costs:

Up to 30 days (training camp: 3 months) before the start of the activity, no charge

Up to 20 days (training camp: 2 months) before the start of the activity, 20% of the agreed price

Up to 10 days (training camp: 1 month) before the start of the activity, 30% of the agreed price

Up to 1 day (training camp: 10 days) before the start of the activity, 75% of the agreed price

On the day the activity starts, 100% of the agreed price.

If the activity cannot be carried out because the customer is late or does not show up for the activity at all, he pays 100% of the flat rate. Additional costs arising from postponements or later arrival of the customer shall be borne by the customer. If the customer starts an activity only after it has begun or leaves it before its end, there is no right to a refund. If the customer changes the date of the activity up to 30 days before the start of the activity, a processing fee of CHF 20.00 per person will be charged.

6. Cancellation or abortion by the organizer

For certain events, the minimum number of participants is specified by the organizer. If these are not achieved, the organizer can cancel the event at short notice. If the customer does not wish to rebook to any of the services offered to him, the payments made less the services already claimed will be reimbursed. The event can be cancelled by the organizer if participants give justified cause to do so by their actions and omissions. If the event is endangered or made impossible due to official measures or security risks, the organizer can cancel or prematurely terminate the event. The paid price will be refunded less any expenses already incurred by the organizer. Claims for compensation are excluded.

7. Change of programme after conclusion of contract

The organizer reserves the right to change the program or parts of the agreed services if unforeseen circumstances require it. However, he shall endeavour to provide a substitute service as equivalent as possible.

8. Termination of the activity by the customer

If a customer cancels the event prematurely or leaves it prematurely, he is not entitled to a refund. Any additional costs shall be borne by the customer.

9. Insurance

The participant is not insured by the organizer. The participant must have taken out sufficient health and accident insurance (including sports accidents). Cancellation insurance is recommended.

10. Liability

No liability will be accepted in the event of loss or damage to personal belongings of the participants. Participation in the activities is at your own risk. By registering, you acknowledge that you may be exposed to risks that cannot be foreseen with the best of your knowledge and ability. Despite expert and safe performance of the activities, accidents cannot be ruled out. The organizer cannot assume any liability for this. Participation is always at your own risk. Any claims for damages or other claims will be rejected.

The organizer partly takes over the procurement of products and services of third parties for his customers. Subject to the regulations for package tours, no liability can be assumed for the fulfilment of contracts, accidents, delays, losses, or other irregularities arising from this brokerage activity. Also excluded from liability are damages caused by force majeure, war, strikes, epidemics, natural disasters, and official orders. If the organizer legitimately transfers the execution to a third party, the organizer is not liable for his actions and omissions. If the instructions of the organizer or his assistants are not followed, the organizer shall not be liable in any way.

11. Applicable right

All legal relations of the customer with the organizer are subject to Swiss law. The relevant legal provisions apply. If these general provisions provide for stricter limitations or conditions of liability, these shall apply.

12. Safety and quality

Safety is in the foreground and always has priority. At all events in the leisure and sports arena, the well-being of everyone is of primary importance. The organiser always endeavours to respond to the individual wishes of the customer and, as far as possible under the given conditions, to fulfil them.