



<https://oul-adventure.ch/>
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General conditions

In addition to the individual agreements between the client and the tour leader, these general terms and conditions form an integral part of the contract concluded with the tour leader Raoul Martz for a guided tour. Furthermore, each contract is subject exclusively to Swiss law, which the general terms and conditions supplement, regardless of whether the tour is carried out in Switzerland or not.

Conclusion of the contract

The contract is concluded upon receipt of the registration in writing, by telephone or in person. The guide's engagement sometimes takes place the day before the race. When the booking is made in advance, the guide's service begins as soon as the booking is made, and does not end on the day of the race. Indeed, once booked, the guide refuses other entries and does preparatory work. Only registrations that include all the required elements and that are received before the deadline for the planned activity will be taken into account.

Supervision and quality assurance of guides

The supervision is provided by a mountain leader trained according to the criteria of the ASAM (Swiss Association of Mountain Leaders). The safety, success and satisfaction of our clients are our top priorities. In this sense, the goal and difficulty of the tour will always be adapted to the number and abilities of the participants.

Customer quality assurance

Each client undertakes to inform the guide spontaneously of any health problems. In the absence of such information, the client guarantees that he/she has the necessary qualities (condition, physical and mental health, experience of the mountains, sure footing, no fear of heights, equipment, etc.). Furthermore, during the hike, the client undertakes to follow the guide's instructions. In case of problems, the guide reserves the right to terminate the tour.

Insurance and liability

The guide is in possession of a professional liability insurance with a minimum cover of CHF 5 million per accident including bodily injury and material damage, in addition to the compulsory insurances, notably health, accident and mountain rescue. The client must be in possession of liability insurance including mountain accidents, health and accident insurance, insurance covering search, rescue and repatriation costs, insofar as these clauses are not already included in the health and accident insurance. It is also recommended to be covered by a cancellation insurance in case of withdrawal.

Prices and services

The remuneration of the service includes the fees and the reimbursement of additional costs defined by the guide, such as accommodation, catering and possibly transport and/or the loan or hire of equipment. The fees correspond to a fixed price per offer, daily or of longer duration, including the preparation of the race and the supervision of the participants. They are based on the ASAM rates and may vary according to the difficulty of the race and the number of participants. In all cases, the payment deadline must be respected. For offers of several days
For multi-day offers, a deposit may be required.



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Cancellation

If the guide is obliged to cancel the tour for private reasons (illness, accident, family events), neither party shall be obliged to pay any remuneration or compensation to the other. However, where possible, a replacement will be appointed. If the guide is obliged to cancel the tour for other reasons (bad weather, unfavourable mountain conditions, transport disruptions), the client will have to pay the agreed package without any additional costs for unused services, plus the reimbursement of any cancellation fees from third parties. However, the guide will offer an alternative programme if possible.

If the client cancels the tour, for whatever reason, he/she will have to pay 0% of the agreed package if the information is received two weeks before departure, 50% if the cancellation is received during the two weeks before departure, 100% of the agreed package if the cancellation is received within 48 hours before departure, plus any third party cancellation fees. For these reasons Oul-Adventure strongly recommend that our clients take out cancellation insurance in the event of illness or accident. In addition, the client has the right to be replaced by another person, provided that this person complies with the conditions of the stay and that the other participants agree to the change.

Change of programme or interruption

In case of cancellation, if the number of participants is insufficient or if the conditions do not allow it, arrangements are possible, in agreement with the participants, such as reducing the duration of the trip, adapting the price, adapting the programme, postponing the activity.

The guide and the client can prepare together, as soon as the booking is made, alternative solutions in case of bad conditions in relation to the chosen project. For example: change of region or mountain range, choice of another trip in the same region, change of activity, possible change of dates etc.

The daily fee is due if a rest day is arranged by the guide due to bad weather or at the request of the client. A trip may be interrupted for safety reasons (bad weather, unfavourable conditions, client fatigue, failure to respect the rules, assistance to a person in danger, etc.) or when the client requests it. In all cases, the fixed price for the service is due.