



## **BOOKING CONDITIONS ("Conditions")**

**The word “we” or “us” refers to “Mountains- Mountaineering School”**

### **Your Booking**

Age: We will only accept a booking from a person who is 18 years or over at the time the booking is made. Younger persons may book a specific activity with our agreement and subject to written parental consent.

Booking requirements: besides filling out the booking form- in order to complete the booking procedure- every client must pay the activities price, unless stated otherwise.

Failure to pay your balance/full payment entitles us to cancel your trip and no refund is payable.

Upon fulfilling all the requirement stated above, Mountains will issue a confirmation mail as acceptance of your booking. The contract between you and us will come into force on the date your booking is accepted. The contract includes our current information posted on our internet site, your completed booking form, and all written communications between us. On confirming your booking, we will send you our information summary and specific instructions for the upcoming activity. You must read this information and comply with it.

Your booking constitutes acceptance by you of our conditions and your acceptance to abide by the conditions. **You understand and accept our courses are in challenging, often dangerous and difficult terrain. You realize and accept the potential risks and hazards that can be involved in activities of this kind.**

We will do our best to ensure that all the facilities detailed in our brochure are available during your activity. However, we cannot guarantee that the facilities will be available to us, for example outdoor facilities are subject to prevailing weather conditions. We reserve the right to vary the availability of facilities to accommodate the needs of the majority of our clients.

### **General Requirements for Mountains registration**

You must ensure you are fully fit (both physically and mentally) to participate in your selected activity/is.

Should you be unsure of the standard of fitness required please contact us, as we are happy to answer any questions Should it become clear to us in our reasonable opinion that you are not suitable to participate in your chosen activity/is we will be entitled to cancel your course(s) without refund (if whilst on a course).

Any necessary medical vaccinations- including Covid 19- or by law of the land in which the activity takes place, required medical documents such as recovery/vaccinated status and other preliminary arrangements including all visa procurements are **your responsibility** and we accept no responsibility in the event that these are not completed in time for the start date for your activity/is.

You agree to comply with all **reasonable instructions** we and the Guides give to you both before and whilst on your booked activity/is.

The decision made by us or the Guide as to the conduct, itinerary and objectives of the course is final.

You will be responsible for bringing the **proper clothing and equipment** that are required by us in any of our activities information and internet site.

You must take care of your valuables. We do not offer any security measures in respect of these items. Our liability for loss or theft is limited to instances where we are negligent. Please note the insurance requirements detailed below.

### **Price**

Unless specifically included for a particular activity, the price of your course **excludes** hotel accommodation- before or after the activity, board and accommodation in an alpine hut or hotel throughout the activity, transportation to or from the meeting or activity ending place, cable cars, mountain railways, mountaineering shoes rental, food and beverages throughout the activity, skis, ski touring gear, ski boots, snow shoes, ski poles, required clothing and any kind of insurances or memberships in alpine clubs.

**Our prices include-** unless specifically excluded in the activity description- the loan of technical equipment (helmet, harness, ropes, ice tools and crampons, karabiners, ice screws, rock gear, or any other technical gear, avalanche safety gear), planning and guiding by a qualified IFMGA guide or an IFMGA guide aspirant, so as an ISIA ski instructor/trainee in our ski activities.

### **Payment**

Payments may be made by a credit card (generated by Stripe) or a bank transfer to

Mountains, Mountaineering and Snow Sports School

Raiffeisenbank Kempten-Oberallgäu

Marktstr. 11

87527, Sonthofen

IBAN: DE89 7336 9920 0000 4020 36

BIC: GENODEF1SFO

Steuernummer/Tax Number: 127/255/30577

## Insurance

You must have an insurance policy covering as a minimum requirement of the following risks: mountaineering and rock climbing rescue in all our summer activities and winter off piste activities, a helicopter rescue, On and Off-Piste skiing for our skiing and snowboarding activities, and medical treatment following an accident in the mountains.

Cancellation insurance is strongly recommended (or for that matter- a flight booking with a cancellation option).

We reserve the right to cancel your booking at any time before your departure if we are not satisfied that adequate insurance for you is in place.

## Changing your Booking

If you wish to change your booking in any way, please write to us immediately. We will make reasonable effort to make the necessary changes for you.

Any such change can be made **free of charge** up to 58 days before the activities begin- after that time a change in your booking may be treated as a cancellation and will be subject to the costs below.

## Cancellation by us

If we cancel your course in circumstances other than below (and not as a result of your default), you will have the option of a full refund, paying a supplement for the course to run, transfer to another course or an alternative, mutually agreed activity.

We reserve the right to cancel or terminate your trip at any time should we in our absolute discretion consider your conduct will impair or be likely to impair the safety, comfortable health or enjoyment of our other clients or staff or other members of the public; or, if you fail to disclose any material fact to us on booking your course or in any communication with us; or, if you are in breach of any terms of the contract between you and us.

## Cancellation by You

You must notify us immediately in writing if you cancel your booking. The following charges will apply:

- a. **58 days or more** before your activity start date - loss of deposit;
- b. **Between 58 and 28 days** before your activity start date - loss of 50% of full activity fee;
- c. **Less than 28 days** before activity start date - loss of full activity fee.

## Changes of Plan

While we adhere to our published activity itineraries as closely as possible, please note the Guide has absolute discretion in the interests of safety, snow and weather conditions and other external factors to vary planned itineraries without notice should he/she deem it necessary to do so.

## **Contract Performance**

For the safety of our clients, our staff and third parties we reserve the right to cancel, postpone or alter (without prior notice) your activity/ies, in whole or part.

For reasons resulting from unusual or unforeseen circumstances beyond our control or if the number of persons who agreed to participate in the course has not achieved our minimum numbers required and mentioned in our internet site within 28 days of the start date of the course we have the right to alter the activity with a due notification to our clients- compensation will not be payable by us in this instance.

## **Complaints**

Whilst we will do our best to make your activity/ies a success, any problem you have or matter which you wish to complain about must be made known to us whilst on the trip and the relevant service provider immediately. We or they will do our best to help and put things right. It is an important condition of this contract that you do let us or them know at the earliest possible opportunity.

If your problem cannot be resolved on the spot and you wish to take up the matter after your trip, you should make a written complaint at the time. You should follow this complaint up again in writing to our administration address within 7 days of your return from your trip. Failure to follow this procedure will deprive us of the opportunity to assist you and to rectify the problem; as such we will be unable to entertain any non-compliant complaints.

## **Governing Law**

The contract between you and us shall be governed by the German law and is subject to the non-exclusive jurisdiction of the German Court.