Let local experts plan and book your dream adventures in the Alps.



### **Terms & Conditions**

### **Effective October 20, 2020**

#### **Legal Jurisdiction**

Alpenventures GmbH is based in Germany, and any legal action will be handled within the German legal system and according to German law, regardless of the country of activity or the nationality of the customer.

#### **Prices**

All Alpenventures GmbH tours are priced in Euros. As tour prices are based on a variety of factors, such as exchange rates in various countries, the timing of the booking and the prices charged by service providers, these prices can change at any time. The price is not final until a tour is "booked" online at that price.

### **Booking, Payment and Confirmation**

Tours are booked by completing the Online Booking Form. At the time of booking, customers pay a 20% deposit online, unless otherwise specified.\* This deposit is required in order for Alpenventures GmbH to begin checking availability and booking. The final payment is due 30 days prior to the first day of the tour. Customers will receive an invoice for the remaining balance 45 to 60 days prior to their tour. Failure to pay the remaining balance by the due date may result in the loss of all reservations and the customer forfeiting the tour in adherence to the Cancellation Policy.

Should Alpenventures GmbH be unable to book the tour as agreed upon at the time of booking due to availability of the accommodations or other factors, Alpenventures

#### **Alpenventures GmbH**

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GmbH will work with the customer to find a suitable alternative. If a suitable alternative is not agreed upon by Alpenventures GmbH and the customer, the deposit will be refunded in full.

\*Some tours require a different deposit amount, depending on the booking conditions that Alpenventures GmbH needs to adhere to

If there are issues with availability, Alpenventures GmbH will work closely with the customer to find an acceptable alternative. If no acceptable alternative is found, Alpenventures GmbH will refund the deposit in full.

#### **Cancellation Policy**

All customers are advised to purchase travel insurance that will cover their costs in the case of a necessary cancellation.

**Unforeseeable Factors:** Outdoor adventure itineraries are subject to a variety of unforeseeable factors, such as changes in hut opening seasons and trail closures. Should any changes be required to a trip for reasons excluding weather and safety conditions, Alpenventures GmbH will work with the customer to find a suitable alternative or will refund the deposit in full.

**Conditions and Safety:** Alpenventures GmbH customers are expected to be prepared to adventure in a variety of weather conditions, as long as it is safe. Safe alpine conditions cannot be guaranteed and Alpenventures GmbH will not provide any compensation or incur any extra costs if a trip is not fulfilled as planned due to conditions. However, safety is important to us, and Alpenventures GmbH will support our customers in re-booking huts and accommodations as much as possible if the customer and Alpenventures GmbH together deem the conditions as unsafe. \*

\*Unsafe conditions are dependent on the activity and can include avalanche danger levels for winter tours, thunderstorms during tours that include summits or high and exposed terrain, or low visibility during tours requiring advanced navigation skills. In most cases, unless extreme or related to climbing or snowpack conditions, rain will not be considered an unsafe condition.

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**Date Changes:** Alpenventures GmbH does not have an obligation to accommodate date changes. Should a date change be required by the customer; the following fee schedule applies:

- More than 30 days prior to the trip start date, we will charge a 50 € per person administrative fee\*, not to exceed 20% of the cost of the tour
- Between 29 and 12 days prior to the trip start date, we will charge a 100 € per person administrative fee\*
- Less than 12 days prior to the trip start date, we will do our best to accommodate your needs, and will provide you with a quote to include the sum of any cancellation fees plus a 150 € per person administrative fee\*

**Customer Cancellation:** Alpenventures GmbH understands that surprises occur in life. We offer the following cancellation policy:

- More than 30 days prior to the trip start date, we will grant you a full refund less a 100 € per person
  administrative fee\* tours, not to exceed 20% of the cost of the tour, and less any nonrefundable
  deposits already paid by Alpenventures GmbH
- Between 29 and 12 days prior to the trip start date, we will retain 80 percent of the trip cost
- Less than 12 days prior to the trip start date, or once the trip has begun, there will be no refund

### **Unused Tour Elements During the Tour**

All Alpenventures GmbH tours can be customized to meet customer needs. Any unused bookings, such as huts or transportation, will not be refunded, unless agreed and confirmed (via email) with Alpenventures GmbH directly.

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<sup>\*</sup>Administrative fees will not be charged for cancellations that are the result of what qualify under German law as "Hoeherer Gewalt," or extreme circumstance (an Act of God). Customers may have the possibility to cancel without an Administrative Fee in cases such as a major national disaster, a war or terrorist attack that impacts the direct area of the tour. In cases of "Hoeherer Gewalt," both the Alpenventures GmbH and the Customer have the right to cancel. The balance of outstanding expenses, such as non-refundable deposits, will be split evenly between both parties.

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### Service Provider Payments

All services mentioned in the eGuidebook, such as accommodations, meals and transportation, have already been paid for by Alpenventures GmbH unless otherwise specified. In the case that a service provider denies the receipt of payment, it is important that Alpenventures GmbH is contacted to resolve the situation. Customers will not be reimbursed for payments made to service providers that Alpenventures GmbH has already paid, except in situations where Alpenventures GmbH is not responsive in a timely enough manner to resolve the situation.

### **Limitation of Liability**

**Tour Operator:** As a Tour Operator in Germany, Alpenventures GmbH is responsible to ensure all bookings are made and that the accommodations, transportation or other trip elements are satisfactory.

**Hut and Campground Accommodations:** Many of Alpenventures' tours use hut and campground accommodations. The quality, facilities (showers, internet, etc.) can vary greatly when using these types of accommodations. Please note that at the huts, blankets and pillows are not washed between guests, rather, guests are expected to bring a hut sleeping bag (sleeping bag liner) for hygienic reasons.

**Self-Guided Outdoor Adventure:** All tours offered by Alpenventures GmbH include activities that can lead to injury or death. At the time of booking, customers are confirming that they have the skills necessary to safely participate in the specified activities without a guide. Alpenventures GmbH customers are responsible for their own decision-making on tour and are encouraged to always minimize risk and make safe decisions. Alpenventures GmbH carries no liability for accidents that happen outside of booked accommodations, to include accidents related to a lack of skill or knowledge of the adventurer, a mistake, decision-making, route conditions or acts of God.

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**Tour Information:** Alpenventures GmbH is dedicated to providing adventurers with as much information and planning support as possible. Alpenventures GmbH customers are always responsible for applying their own navigation skills and judgement, rather than relying only on information provided by Alpenventures GmbH. As factors and conditions can unexpectedly change in an outdoor environment, Alpenventures GmbH does not carry any liability for the accuracy of additional tour information provided. We encourage customers to check conditions with huts, hotels and other locals along their route in order to ensure a safe journey.

**Use of the Navigation App:** For most tours, Alpenventures GmbH customers are provided with the route details for their tour on a navigation app. This app provides the GPS routing for their tour, as well as general directions. However, the information provided by the Navigation App should never replace good judgement and traditional navigation skills. Alpenventures GmbH will not be responsible for accidents that occur related to the information provided in the Navigation App or other GPX tracks that are provided.

#### Grievances

Alpenventures GmbH is dedicated to providing the best possible experience for our customers, understanding that there are many unforeseeable factors that can impact an outdoor adventure tour. In the case of a dissatisfied customer, we ask that the customer contact us as soon as possible via phone or email. We will do our best to resolve the situation.

**Formal Grievances:** If the customer is not satisfied with the resolution provided by Alpenventures GmbH, the customer is invited to submit a formal grievance in writing to <a href="mailto:service@alpenventuresunguided.com">service@alpenventuresunguided.com</a>. The grievance should include their reservation number, an exact description of the grievance, the relevant dates or services associated with the grievance, and any supporting documentation to prove the situation of the grievance. Alpenventures GmbH will research this request and provide a written response to the email from which the initial grievance was sent, within 30 days.

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### Country Entry Requirements (Passport, Visa, Health Requirements)

**German Citizens:** Alpenventures GmbH operates many tours within the Schengen Area (including Italy, France, Switzerland, Austria), which allows the free movement people across borders. German citizens do not have to fulfill any requirements, in addition to carrying an approved form of identification, when participating in Alpenventures GmbH tours within the Schengen Area.

For tours located outside of the Schengen Area, such as in Peru, Chile, Argentina or South Africa, Alpenventures GmbH will inform German citizens of the entry requirements at the time of booking.

**All Other Nationalities:** As country entry requirements can change unexpectedly, Alpenventures' customers are responsible for ensuring they are able to enter the country or countries in which the tour is booked.

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