



basecamp GmbH – General Terms and Conditions

Thank you for your interest in the basecamp programmes. On receipt of your booking by basecamp GmbH (hereinafter called the organizer), a contract is concluded between you and the organizer. The following General Terms and Conditions form a part of this contract. Please read them through carefully.

All quoted prices are net, in CHF, including 8% VAT, and are valid until 01.01.2013.

Bookings

Bookings may be made in writing, by telephone or in person to the organizer or one of their partners. On receipt of your booking by the organizer or a point of sale, a contract is concluded between you and the organizer. From this point on, the rights and obligations of the contract come into effect for both the customer and the organizer.

Subject of the contract

The organizer undertakes to provide the desired service within the framework of the tender and/or order confirmation. Additional services may be included after consultation with the organizer. Any additional costs shall be borne by the customer.

Terms of cancellation

On cancellation of a firm booking up until 60 days prior to the event, the contractual partner shall be invoiced for concept and/or project planning costs according to the work already completed, but not less than CHF 500.--. In addition, following terms of cancellation apply:

60 - 31 days before event begin:	20%
30 - 15 days before event begin:	30%
14 - 8 days before event begin:	50%
7 - 4 days before event begin:	80%
3 - 0 days before event begin:	100%

Third party services are subject to the terms of cancellation of the respective service provider.

In case of fair weather and bad weather alternative options, the decision, which option to carry out, must be made 48 hours before event begin/according to the terms in the order confirmation respectively.

Cancellation fees shall be charged according to the terms of the order confirmation.

In case of partial cancellation (reduction of the number of participants) the following proportional share of the agreed costs per person shall be charged:

9 to 4 days before event begin:	30%
3 days or fewer before event begin:	100%

Contract amendment

Additional costs resulting from late arrivals or programme postponements shall be borne by the customer. If the customer abandons a programme, arrives late or departs early, they are not entitled to a refund. An administrative fee of 10% of the package price per person shall be charged in cases of programme postponement or date changes up until 30 days prior to the event. Postponements or date changes submitted less than 30 days before event begin shall be invoiced in accordance with the terms of cancellation.

Guaranteed number of participants

The contractual partner shall inform basecamp GmbH of the guaranteed number of participants 72 hours before event begin at the latest, or according to the terms described in the order confirmation respectively. A reduction of the number of participants cannot be taken into consideration within 72 hours of event begin. The organizer shall be entitled to invoice for the guaranteed number even if fewer people take part.



basecamp GmbH accepts participants exceeding the agreed number by 5% as long as the smooth running of the event can be guaranteed. Participation numbers exceeding this percentage require prior consultation and coordination with basecamp GmbH. In such cases, the actual number of participants shall be invoiced.

Cancellation or contract amendment by the organizer

The organizer may cancel the programme at short notice if participants' behaviour, omissions or other actions endanger or render impossible the fulfilment of the contracted services. In this case, the terms of cancellation and costs therein apply. If a programme cannot take place due to Force Majeure, safety concerns on the part of the organizer, official measures or restrictions, strikes or unsafe weather and outdoor conditions, the organizer is entitled to cancel or abandon the activities at short notice. Refunds shall be made after deduction of services already used, expenses incurred and an administrative fee. Please be aware that a danger-free running of events is in everyone's best interests. The activity leaders' decisions are final. Programmes are expressly subject to change. The organizer shall seek to ensure an alternative option of equal value. The activity leaders are not authorized to accept claims by customers or third party service providers on behalf of the organizer.

Conditions of participation

The participants and those responsible for the programmes are required to make the organizer aware of any individual health problems. The conditions of participation and the instructions of the organizer, the activity leaders and the supporting personnel are to be followed at all times. The organizer reserves the right to exclude the offending person(s) or group(s) from activities due to failure to comply with the instructions issued. In such cases, there is no entitlement to a refund. All programmes require that the participant is in good health. The consumption of recreational drugs, alcohol or other mind-altering substances before or during the activities is strictly prohibited.

Conditions of payment

A down payment of 50% of the estimated order volume after booking; payable by 30 days before the event. Final balance of further 50% payable by 5 days before the event. Charges for additional services shall be invoiced after the event, and are payable within 10 days after the date of the invoice.

In case of late payment, the organizer shall be entitled to deny services or withdraw from the contract. Basis for the time of withdrawal from the contract or the denial of service is the number of participants registered. The customer shall be invoiced for the resulting cancellation costs.

Complaints

Any complaints or damages arising during the activities are to be immediately reported to the activity leader and confirmed in writing. The activity leader shall make every effort to resolve the issue free of cost within the framework of the programme. If this is not possible within a reasonable timeframe, you may take corrective action. The organizer shall compensate participants within the framework of the services ordered, and only for directly incurred damages, on presentation of a receipt. The activity leaders are not authorized to accept claims by customers or third party service providers on behalf of the organizer. Claims for damage compensation must be submitted within 30 days by registered mail and include the signed confirmation of the activity leader, any objects which may be used in evidence, documentation etc. A failure to file complaints within the 30-day period or a delay in presentation of relevant documentation shall result in the lapse of all claims. The delivery date of the complaint to the organizer determines the timeliness of the claim.

Insurance

The organizer is insured for its activities within the limits of due diligence. The participants are not insured by the organizer. Responsibility lies with the participants to take out appropriate insurance cover for illness and accidents. We also recommend you purchase cancellation insurance cover (for instance: Europäische).



Liability

a) General

The organizer shall refund the cost of cancelled agreed services or your extra costs insofar as it was not possible for the respective activity leaders to organize an alternative of equal value on the spot. The organizer's liability is limited to the direct damages and does not exceed the price of the booked package. The organizer shall not assume liability for programme changes due to train, bus or flight delays. In particular, the organizer shall not be liable for programme changes due to Force Majeure, strikes, natural disasters, official measures or restrictions, or delays or failure to attend by third parties for which the organizer is not responsible.

b) Accident and illness

In case of illness, injury or death, the organizer shall be liable only for direct damages.

c) Third party service providers

The organizer may use third party service providers with the customer's implicit agreement in order to ensure an optimum delivery of service. The organizer shall not be liable for third party providers' acts, defaults and omissions.

d) Property damages

If the organizer is liable for property and assets, the obligation to compensate for damages is limited to twice the package price, subject to the limitations of liability in international conventions.

e) Negligence

Any liability on the part of the organizer lapses on failure to comply with instructions issued by the organizer, the organizer's staff or other service providers. The organizer is liable for acts, defaults or omissions incurred by its activity leaders only insofar as they are related to and required for the delivery of booked services.

f) Disclaimer

The above statements are not to be regarded as a general admission of liability.

Flights

Flights with helicopters and light aircraft are carried out by BOHAG, Air Glacier or Scenic Air on behalf of basecamp GmbH. Programme elements provided by the aforementioned companies are subject to the respective business terms and conditions of BOHAG AG, Air Glacier or Scenic Air AG.

Weather and safety

All activities are subject to weather conditions. If an agreed service cannot be carried out due to safety risks, the contract parties shall share any costs incurred for preparatory work.

Place of jurisdiction

Contracts are governed by Swiss law. Sole place of jurisdiction is Interlaken.

Interlaken, December 2011