

General Conditions of Contract (GCC) for paid ASVZ activities

Part 1: Conclusion and content of the contract

The conclusion of the contract firstly requires these GCC and the complete registration details of the participant (P). Secondly, it requires full payment of the activity fee according to the booking conditions for ASVZ activities in part 2 of these GCC. The ASVZ shall provide booking confirmation by e-mail after successful registration and full payment of the fee.

The content of the contract consists in the activity description, these GCC and, if applicable, the registration details. Registration for an activity takes place orally at the ASVZ info desk or electronically through our online desk. The GCC handed out at the time of registration at the ASVZ info desk and published electronically on our website will be considered as acknowledged and accepted by the P. In addition, the provisions of the Swiss Code of Obligations (SR 220) apply. Individual agreements between the ASVZ and the P are reserved.

Furthermore, the mandatory provisions of the Federal Act on Package Travel (PTA, SR 944.3) apply if and as far as they are applicable to the contractual relationship between the ASVZ and the P. Package travel means the pre-arranged combination of at least two of the following services when it is offered at an inclusive price and covers a period of more than twenty-four hours or includes overnight accommodation:

- transport
- accommodation
- other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

Part 2: Booking conditions for ASVZ activities

Except in cases where part 5 of these GCC applies, bookings are personal and cannot be transferred to third persons.

2.1 Payment

The full fee must be paid at the time of definite registration, i.e. within the specified deadline after the required documents have been checked.

2.2 Cancellation fees/processing fee

(all percentages relate to the total fee)

Booking cancellations can only be made through the ASVZ online desk under "Kurse / Lager / Events". Exceptions are reserved.

2.2.1 Cancellation fees are made up of the cancellation fees charged by third parties, where relevant, plus the ASVZ's administrative costs. The latter are at least CHF 30.

2.2.2 Courses/activities without overnight accommodation

Cancellation

up to 30 days b.a.	min. CHF 30
29 - 20 days b.a.	25%
19 - 10 days b.a.	50%
9 - 3 days b.a.	75%
2 - 0 days b.a.	100%

b.a. = before activity

2.2.3 Courses/camps with overnight accommodation

Cancellation Switzerland

Cancellation abroad

up to 30 days b.a.	min. CHF 30	up to 120 days b.a.	min. CHF 30
29 - 20 days b.a.	50%	119-60 days b.a.	50%
19 - 10 days b.a.	75%	59 - 15 days b.a.	75%
9 - 0 days b.a.	100%	14 - 0 days b.a.	100%

b.a. = before activity

2.3 Eligibility for participation

All Ps in ASVZ activities must have valid ASVZ membership at the time of registration and during the activity and must be able to show proof of membership during registration at the ASVZ info desk and to the trainer (T) at the time of the activity. In the case of online bookings, valid ASVZ membership must be confirmed electronically.

2.4 Additional booking regulations

For certain sports (e.g. sailing, padel), additional booking regulations apply (see page for the relevant sport on our website).

Part 3: Insurances for P

The P is solely responsible for taking out the appropriate insurances necessary for participating in the activity, namely cancellation insurance, health and accident insurance, insurance for search, rescue and transport costs in case of accident or illness as well as liability insurance covering mountain, snow, water, team and endurance sport accidents.

In cooperation with the ASVZ, Allianz Global Assistance offers three different insurance policies to fit the needs of participants. Detailed information and the link to purchase the insurance policies online are available at the following address: asvz.ch/avb.

Part 4: Transfer to a different T

If a T is unable to carry out an activity, then the ASVZ is entitled and required to assign the activity to a different T with an appropriate level of qualification.

Part 5: Transfer to a different P if PTA applicable

If the P is unable to take part in an activity to which the Federal Act on Package Travel is applicable, then the P can transfer his or her right to participate to another person who fulfills all the conditions for participation if the ASVZ is informed of the change at least 30 days prior to the start of the activity in the case of activities in Switzerland or at least 60 days in the case of activities outside Switzerland. The proposed new P and the original P are jointly responsible for payment of the fee as well as any costs resulting from the change. The ASVZ reserves the right to give the free place to a different new P instead of the proposed new P if he or she is higher up on the ASVZ's waiting list than the new P proposed by the original P. If the ASVZ makes use of this reservation, it must inform the original P and the proposed new P immediately.

Part 6: Cancellation of the activity

If the ASVZ cancels the activity before it starts, then the P shall receive a full refund.

However, the P is not entitled to claim damages for failure to perform the contract if the reason for the cancellation is that the required minimum number of registrations was not reached and if the P was informed of the cancellation in writing as soon as possible before the start of the activity, or if the cancellation is due to force majeure.

Part 7: Modifications and changes in the activity program

In case of poor weather conditions and in the interest of safety, the ASVZ is entitled to modify the program defined in the activity description with regard to insignificant contractual items or with regard to insignificant modifications to essential contractual items at any time, without resulting in an entitlement of the P to withdraw from the activity with a refund of the fee, if the modified program remains within the same sport and within Switzerland. In the case of a significant modification of the activity program before the start of the activity, the ASVZ shall inform all registered Ps as soon as possible and specify any fee changes resulting from the modification. Subsequently, the P is entitled to withdraw from the contract and receive a refund of the fee but no compensation for damages. ~~The P shall inform the ASVZ of his or her withdrawal from the contract as soon as possible.~~ The ASVZ reserves the right to cancel the activity if so many Ps withdraw from their contract that the minimum number required for the activity to be carried out is no longer reached.

In the case that significant modifications must be made to the program after the start of the activity due to safety risks, poor weather conditions, poor natural circumstances, illness of the T or unforeseen events, then the T must take appropriate measures for the activity to continue. The ASVZ shall compensate the P for damages incurred; the amount of the compensation shall correspond to the difference between the price of the intended service and that of the service provided.

Part 8: Calling off or interruption of the activity

If an activity must be called off or interrupted due to safety risks, poor weather conditions, poor natural circumstances, illness of the T or unforeseen events, then the ASVZ shall compensate the P for damages incurred; the amount of the compensation shall correspond to the difference between the price of the intended service and that of the service provided.

Part 9: Force majeure and authority regulations

The P acknowledges and accepts that the conditions for participation may change at short notice due to force majeure (pandemics etc.) and/or authority regulations.

Part 10: The ASVZ's quality assurance and liability

The ASVZ is liable to the P for sufficient performance of the contract. It guarantees that its Ts possess appropriate qualifications and experience in the sport to lead the activity. The ASVZ is not liable to the P if failure to perform the contract or non-sufficient performance of the contract is due to a) failures of the T, b) unforeseeable or unpreventable failures of third persons who are not involved in the contracted service, or c) force majeure or an event that the ASVZ could not foresee or forestall even with all due care.

For damages other than personal injury, the ASVZ's liability is limited to two times the activity participation fee.

Part 11: P's quality assurance and obligations

The P must follow the T's directions strictly. If the P acts against the T's instructions, the T is entitled to exclude the P and/or call off the activity immediately. In such a case, the P has no claim to any refund of the activity fee.

The P must inform the T voluntarily about any risks concerning him- or herself such as physical or psychological impairments. In the absence of information to the contrary, the P guarantees the ASVZ that he or she fulfills all the conditions laid down in the activity description. If the P does not provide such relevant information, then the T is entitled to exclude the P and/or call off the activity immediately. In such a case, the P has no claim to any refund of the cost of activity fee.

Part 12: Complaints made by the P

If the P finds any faults with the activity, he or she must submit a written complaint to the ASVZ as soon as possible and no later than 7 days after the activity.

Part 13: Collection and use of data

Any photos, film footage and interviews with the P resulting from their participation in ASVZ sports activities may be permanently stored by the ASVZ in its archive and used by the ASVZ for multimedia communication purposes without compensation.

Part 14: Place of jurisdiction

Any legal disputes between the ASVZ and the P pertaining to an activity shall be settled according to Swiss law and shall be submitted to the ordinary court at the seat of the ASVZ. Within the scope of the Federal Act on Package Travel, the local jurisdiction is specified by the provisions of the Swiss Civil Procedure Code (SR 272).

Disclaimer: In the event of any discrepancy between the German text and this English translation, the German text shall be decisive.

