

TRAVEL CONDITIONS powderproject.ch GmbH

The travel conditions apply are part of the contract between powderproject.ch GmbH (in the further course powderproject.ch) and the participants.

1. CONCLUSION OF TRAVEL AGREEMENTS

The tender is not an offer in the legal sense, but only a performance overview with quotations. With the registration, which can be done electronically or by email, the participant powderproject.ch offers the conclusion of a travel contract binding. When registering for several participants, the applicant is liable for such contractual obligations as well as those of his own, as long as he has expressly and separately declared this. The participant is bound to this contract offer for seven days. The transmission of the booking does not constitute a claim of the participant on the conclusion of a travel contract according to his booking information. rather, powderproject.ch is free in its decision to accept the contract offer of the participant or not. The contract is concluded by the booking confirmation sent by powderproject.ch via email.

If the booking confirmation differs from the content of the registration, this is a new contract offer to which powderproject.ch is bound seven days after receipt of the confirmation and which the participant can accept within this period, which can also be done by payment.

The participant agrees to the storage of his data

2. PAYMENT

All prices are per person and include the services defined in the travel advertisement. After conclusion of the contract, a deposit of 50% of the travel price per participant must be paid. The amount of the down payment is due to the above-average costs in the season preparation. The balance is due 30 days before departure. The due date, however, only occurs when the mentioned minimum number of participants is reached.

If the participant does not make the full payment according to its due dates, although he has no right to refuse payment, then powderproject.ch is entitled to withdraw from the travel contract after a reminder with a deadline and to demand from the participant the cancellation costs listed under point 7.

When the contract is concluded within 30 days before the start of the journey, the customer is obliged to pay the entire travel price immediately.

3. ELIGIBILITY

Anyone who meets the requirements stated in the itinerary and is in good health can take part in the tendered restart season of powderproject.ch. The offered trips require from each participant in particular a very good driving technique in every terrain and in all snow conditions, discipline and also condition. Each participant is jointly responsible for participating in the itinerary and is obliged to follow the instructions of employees of powderproject.ch. Each participant is responsible for the assessment of their own ability and their own performance.

The trips require a high degree of personal responsibility of all participants. Wearing personal protective equipment including avalanche transceiver, a shovel and a probe is compulsory for each participant. We strongly advise you to wear an additional helmet and avalanche airbag. Each participant has the duty to ensure the completeness and functionality of their own equipment. Furthermore, each participant is obliged to know the functioning of their own equipment and to be trained in the correct handling.

4. TRAVEL DOCUMENTS

The travel documents contain an invoice, these travel conditions and some information sheets for each trip. These will be sent by email.

5. SERVICES

The extent of the contractually owed travel services is determined in principle according to the details in the invitation to tender and the related information in the booking confirmation. It is expressly pointed to possible changes of all services according to the Art. 3 PRG. According to the travel announcement, the accommodation is not fixed yet. The space in the accommodations is limited. As a rule, several participants share a room. Sanitary facilities may only be present in small numbers. Due to the remote location can not be responded to specific diets in the short term.

In the nature of catskiing it is possible that on some days weather and safety-related more or less on other days can be driven or not at all. Accordingly, there are no height meters guarantees or similar, such as guaranteed number of departures.

If the traveler does not use individual travel services that were duly offered to him for reasons attributable to him (eg because of early return or for other compelling reasons), he is not entitled to a pro-rata refund of the travel price. Depending on the length of stay booked, the journey begins and ends at the departure and arrival dates stated in the invitation. For the arrival and the timely arrival at the starting point of the booked trip (Kutaisi International Airport), the participant is responsible.

6. PERFORMANCE AND CHANGE OF PRICE

Changes and deviations of insignificant travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and were not brought about by good faith by powderproject.ch, are permitted, as far as this does not affect the overall layout of the booked travel.

7. CANCELLATION BY THE PARTICIPANT

If a participant withdraws from his booking, the following flat-rate fees will be charged in increments after the period of travel.

- until the 31st day before departure 50%
- from 30th day to 8th day before departure 80%
- from 7th day before departure or no-show (no-show) 100%

Decisive is the receipt of the declaration of withdrawal at powderproject.ch. The participant is recommended to explain the withdrawal by email. In case of cancellation, it is possible to name a substitute instead of the booked person. In this case, the replacement person must take over the contractually agreed conditions.

The participant is at liberty to prove to powderproject.ch in the case of levying the lump-sum cancellation fees that powderproject.ch incurred significantly lower costs than the flat rate. In this case, he is only obliged to pay the lower cost. powderproject.ch reserves the right, in deviation from the aforementioned lump sums, to charge a higher compensation in the individual case, in accordance with the costs incurred and incurred by the participant.

8. WITHDRAWAL FOR THE NUMBER OF THE MINIMUM PARTICIPANT NUMBER

Powderproject.ch has declared this to be the participant within 30 days prior to departure. powderproject.ch informs the participant about the achievement of the minimum number of participants. In the event of withdrawal, the participant will receive as soon as possible. Further claims are excluded.

9. REPEAL OF THE TREATY FOR EXTRAORDINARY CIRCUMSTANCES

If the journey is made considerably more difficult, endangered or impaired as a result of force majeure, political or official measures or natural phenomena, both the participant and powderproject.ch can withdraw from the contract. If the realization of the trip after exhaustion of all possibilities for powderproject.ch is not reasonable because the costs incurred in the event of implementation would mean exceeding the economic limit of the victim, based on the actual trip, powderproject.ch can also terminate the contract. Upon termination, the participant will receive back the paid travel price as soon as possible. A further claim does not exist.

If the contract is canceled after the start of the trip for reasons mentioned above, the additional costs for the return transport to the starting point of the trip (Kutaisi International Airport) will be borne by powderproject.ch. Incidentally, additional costs are charged to the participant.

10. TERMINATION BY THE ORGANIZER

If the participant seriously disturbs the execution of the trip despite a warning from powderproject.ch or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified, powderproject.ch can terminate the contract. This applies in particular if the participant does not meet the special requirements of the trip described in point 3. If powderproject.ch terminates, then powderproject.ch reserves the right to the full travel price. Clearly saved expenses are taken into account. Possibly. Additional costs, especially for the return transport carries the disturber itself.

11. ADDITIONAL COSTS

Any additional costs incurred as a result of or in connection with changes in the intended itinerary due to reasons in the person of the participant during the journey shall be borne by the participant and shall be payable immediately to the respective claimant. These additional costs include, but are not limited to, expenses incurred as a result of the late arrival of the participant for departure or prepared trip or costs for early return from travel as a result of ailments, illness or accident (eg helicopter return transport, hospital and hotel stay)

for accompanying person). If powderproject.ch is present in order to counter an acute emergency, the amounts that have been issued by powderproject.ch must be reimbursed immediately upon completion of the journey.

12. TRAVEL INSURANCE

The services of powderproject.ch explicitly do not include any insurance, in particular no cancellation insurance. Sufficient insurance coverage is the responsibility of the participant. We strongly recommend such insurance, which should be completed at the time of booking the trip. Furthermore, powderproject.ch strongly recommends the conclusion of an insurance to cover all accident, illness, recovery and repatriation costs for outdoor athletes. If an insured event occurs, the respective insurance must be notified immediately. Furthermore, the conclusion of a baggage insurance is recommended.

13. INCOMPLETE POWER SERVICE

If a travel service is not provided or not in accordance with the contract, the participant is obliged to indicate this to powderproject.ch. In this case, the participant can request remedy within a reasonable time. powderproject.ch is entitled to remedy this by providing an equivalent replacement service. However powderproject.ch can refuse the remedy if it requires a disproportionate effort.

If, as a result of a defect, the journey or its continuation is unreasonable for an important reason or if it is significantly impaired by a defect, the participant may terminate the travel contract within the scope of the statutory provisions after setting a reasonable deadline for powderproject.ch. A deadline is not required if the remedy is impossible, is denied by powderproject.ch or if the immediate termination is justified by a particular interest of the participant.

14. EXCLUSION OF LIABILITY

powderproject.ch shall not be liable to the participant if the non-fulfillment or improper performance of the contract is attributable to:

- failure of the consumer;
- unforeseeable or unavoidable negligence on the part of third parties not involved in the provision of the contractually agreed services;
- on force majeure or on an event, which the organizer, the mediator or the service provider could not foresee or avert despite all due diligence.

For lost holiday time, lost holiday delights, frustration damage, etc. powderproject.ch is expressly not liable.

15. LIMITATION OF LIABILITY

The trips made by powderproject.ch, based on the nature of things, take place mainly in open terrain in a remote region in the Caucasus, sometimes under difficult to very difficult conditions. Unpredictable weather conditions and uncontrollable natural circumstances can make the situation on site even more difficult. The trips made make high demands on the material as well as the physical fitness and driving technique of the participants. Each participant is therefore required to use only properly maintained sports equipment and to assess his own performance realistic. It is explicitly pointed out that the participant takes an increased risk of life during freeriding (avalanches, injuries, damage to the equipment, etc.).

For these reasons, powderproject.ch accepts no liability for damages caused by the participant during a trip to himself, the entrusted devices or other persons or be inflicted by them. This also applies to devices that are directly related to the journey. Also excluded is the liability for any damage suffered by a participant because he does not follow the instructions of a mountain or group leader or leaves the group.

The contractual liability of powderproject.ch for damages, which are not personal damages, is limited to twice the travel price per person, as far as a damage of the participant is neither deliberately nor grossly negligently brought about or if powderproject.ch for a damage incurred the participant alone because of a Fault of a service provider is responsible. Subject to further limitations of liability based on international agreements and laws based thereon.

16. REGISTRATION OF CLAIMS, LIMITATION

Contractual claims due to non-contractual provision of services must be submitted by the participant to powderproject.ch in writing within 30 days after the termination of the trip. Failure to comply with these conditions will invalidate all claims. Only in the case of non-culpably missed deadline is it possible to assert claims after the deadline. Service providers, tour guides or other local agents are not authorized to accept claims.

Claims of the participants from warranty and contractual liability expire within one year after the contractual end of travel. Claims resulting from tort shall lapse after 3 years.

17. ENTRY AND HEALTH PROVISIONS

For citizens of the European Union and Switzerland there is no visa requirement or other special entry restrictions in Georgia. Nevertheless, the participant is responsible for the observance of all important regulations for the execution of the journey (carrying of valid entry documents, etc.).

It is expressly pointed out that there is always the possibility of a subsequent amendment of these provisions. Powderproject.ch will make every effort to inform all participants of any changes as soon as possible.

18. INACCURACY OF SINGLE PROVISIONS

The invalidity of individual provisions of the travel contract or these travel conditions does not result in the ineffectiveness of the entire travel contract.

19. JURISDICTION

The travel contract and the resulting legal relationships are governed exclusively by Swiss law. The participant can sue powderproject.ch only at its registered office in Switzerland. Before a court dispute, the participant should contact the independent ombudsman of the Swiss travel industry in order to reach a balanced agreement.

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