



KANUWELT BUOCHS

Terms and conditions

1. Registration/Formation of contract

Registration can be made in writing, by telephone, by email or in person to the organiser. From the time of receipt of registration, a binding contract with Kanuwelt Buochs GmbH is created. The rights and obligations as stipulated by the contract apply to Kanuwelt Buochs GmbH, the event participants and customers.

2. Contractual content

The organiser is obligated to perform as desired by the customer, in so far as specified by the relevant offer and/or advertisement and/or agreement. Changes to the agreed contract can be considered after the organiser has been made aware of any desired changes.

3. Requirements

Good personal health;

Team-spirit, a suitable fitness level and swimming ability;

Alcohol and drugs are not permitted prior to the event or at any time during the event;

The guide must be made aware of any possible physical, medical or other health problems that exist or may occur. Any potential risks or problems should also be discussed with a doctor prior to the event;

Instructions given the guide are to be strictly obeyed;

Kanuwelt Buochs GmbH retains the right, in the case of any neglect of the above rules by a participant, to exclude this participant from the event or to cancel the event at any time prior to or during its execution. If these requirements are wilfully and/or maliciously broken, the participant has no right to recourse or any refund.

4. Prices

The prices are to be taken from the offer by Kanuwelt Buochs GmbH and where none exist, the advertised price by Kanuwelt Buochs GmbH is to be assumed. Unless otherwise stated, the prices are in Swiss Francs per person and include the legally mandated sales tax (Mwst.). Kanuwelt Buochs GmbH reserves the right to change prices at any time.

5. Accountability/Insurance

Safety is Kanuwelt Buochs GmbH's highest priority. Parties will be guided and/or instructed by qualified and experienced canoe/kayak instructors. Canoeing/kayaking is an outdoor sport and hence entails a certain level of risk, which cannot be fully mitigated regardless of the qualification and experiences of the guides/instructors. Guides have the right to change any event program according to the situation and their judgement of it.

Involved parties are responsible for their own medical, accident (including rescue and return transport), theft and damages (by way of misuse of the equipment) insurance for all events. Travel or cancellation insurance may also be advisable depending on the event. Kanuwelt Buochs GmbH and its employees (regardless of existence of contract) and/or representatives cannot be held accountable for any personal materials that are lost, stolen or damaged during the activity.



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We cannot guarantee any subjective assurances concerning the success of the trip or course. No responsibility can be taken for events outside of the control of Kanuwelt Buochs GmbH. Swiss law applies.

6. Cancellations

Cancellations must be made in writing. The determinate time is that at which Kanuwelt Buochs receives the written cancellation. Where a cancellation (e.g. email) is received after 18:00, the time of receipt is classed as the following day (9:00).

7. Customer refunds

In so far as no other agreement exist, the following holds true:

100% refunded upon receipt of cancellation 21 or more days prior to the event

50% refunded upon receipt of cancellation between 20 and 3 days prior to the event

No refund upon cancellation less than three days prior to the event

It is possible for a replacement participant to participate in the event. If the customer is late or re-schedules the appointment, they must carry the additional costs. There is no possibility of a refund if the activity is terminated prematurely.

8. Compensation to Kanuwelt Buochs GmbH

Where the minimum participant number is not achieved (below 4 participants or as stated in the program description), the activity can take place if the participants accept a price increase. Kanuwelt Buochs GmbH reserves the right to cancel an event as a result of insufficient participants up to 2 days before its start. Kanuwelt Buochs GmbH can also cancel an event at short notice due to other circumstances such as adverse weather conditions, sick or injured guides, violence etc. That may affect the safety of the guides or participants. Kanuwelt Buochs GmbH will try to make customers aware of the cancellations as soon as reasonably possible. Any payments at time of cancellation will be refunded with the exception of the amount surmounting to the already incurred costs. Other demands are not permitted.

9. Legal

Only Swiss law applies to the contract and/or any other connection between the customer, participant or any other relevant party and Kanuwelt Buochs GmbH. Any cases will be handled through the courts of Canton Nidwalden.

Errors and price changes are possible and Kanuwelt Buochs GmbH reserves the right to correct or adapt these in a reasonable manner as it sees fit.

Organiser:

Kanuwelt Buochs GmbH

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