

# Terms and Conditions

With the booking of our services you agree to be bound by these terms and conditions which govern the agreement between **Happy Tracks GmbH** (hereinafter called “we” or “us”) and you.

## The booking procedure

To book your next adventure with Happy Tracks GmbH you just need to contact us either via e-mail, our contact form on our website or by ringing our office by phone +41 (0)44 586 87 54.

We will then respond to your enquiry, answer any questions and confirm price and availability. To finish the booking procedure, we will send you a booking form which we kindly ask you to fill out and return back to us via e-mail. By filling out and returning the booking form you accept the Terms and Conditions. Upon receipt of your booking form we will then provisionally hold a place for you.

## Deposit and payment

To secure your requested tour with Happy Tracks GmbH you must pay a 20% deposit of the full booking amount. We will send you a payment request for this deposit. As soon as we receive your payment, we will send you a payment- and booking confirmation. Your reservation is not final until you receive this confirmation. The deposit is not refundable, so we advise that you take out insurance to cover cancellation.

The remainder balance of your booking is due 6 weeks (42 days) prior to the departure date of the tour. If payment is not received in time, we reserve the right to cancel your (place on the) tour and retain your deposit. Upon receipt of the final payment, you will receive further information about the departure time and the meeting point of the tour shortly before the start date of the tour.

## Methods of payment

For deposit and balance transactions we accept the following forms of payment:

### Bank transfer:

If you would like to pay by bank transfer, we will send you the necessary bank details. Any fees associated with the transaction in addition to the due amount should be paid by you.

### Debit or Credit Card:

If you would like to pay by credit or debit card, please note that additional charges of 2.5% will apply. We will send you a link with a secured online payment form, directly transacted through our bank.

### PayPal:

If you would like to pay by PayPal, please note that additional charges of 5.5% will apply. We will send you a payment request through the PayPal platform with the total amount including extra charges.

## Cancellation and refunds

If you should need to cancel your booking you will need to inform Happy Tracks GmbH in writing. A cancellation fee will apply based on the date we receive written notice.

The following conditions will apply:

- More than 6 weeks (42 days) before start date of the tour: loss of the deposit.
- 4 to 6 weeks (28 to 42 days) before start date of the tour: loss of 50% of the total booking amount.
- Less than 4 weeks (28 days) before start date of the tour: loss of 100% of the total booking amount.

In the unlikely event that we have to cancel a tour, Happy Tracks GmbH reserves the right to cancel any tour prior to departure. Generally, a cancellation would be made more than 6 weeks (42 days) in advance of the departure date. All payments made to Happy Tracks GmbH will be refunded immediately. We will not be liable for the cost of any changes in travel arrangements or other expenses incurred by the participant as a result of such a cancellation.

### **Risks and Hazards**

Your tour with Happy Tracks GmbH will be guided by fully qualified mountain leaders, who will ensure that your adventure is both exciting and safe. Risk and hazards are inherent in the alpine environment. The booking is accepted on the understanding that you realize and accept the potential risks and hazards of the booked tour. The duty and care of Happy Tracks GmbH and anyone else working in association ends when you undertake your own activity without any supervision of us or if you disregard any instruction given by us. By agreeing to our terms and conditions you agree not to take any legal proceedings against Happy Tracks GmbH or its employees.

### **Insurance**

We require all clients to be insured for personal injury, illness, medical treatment and rescue costs, including air rescue. In addition, we recommend that you take out insurance for liability against third parties, and costs of cancellation. The insurance will need to be organized by you before the departure date of the tour. Please verify with your insurance company that your insurance covers the activity that you have booked with us (snow shoeing, alpine trekking, canyoning).

By booking a tour at Happy Tracks, you are authorizing the accompanying mountain leader to initiate rescue and/or evacuation procedures if deemed appropriate at his or her sole discretion. It is your responsibility to take out the correct level of insurance and we accept no responsibility for any costs that you incur as a result of inadequate insurance. If you have any further questions about insurance and if you need a suggestion for trekking insurance companies, please do not hesitate to contact us.

### **Medical conditions and fitness**

Please let us know in writing and on the booking form if you suffer from any medical condition, which is relevant in any way when joining one of our tours. You are expected to satisfy yourself prior to booking and departure date that you are mentally and physically capable of participating the itinerary as outlined on our website and in any written communication. Happy Tracks reserves the right to exclude persons from activities for reasons of health, safety and/or fitness.

### **Privacy Policy**

Happy Tracks GmbH is committed to protecting your personal information when you are using our services. This privacy policy relates to our use of any personal information you provide us.

Happy Tracks GmbH will ask for personal information about you. This can consist of information such as your name, e-mail address, postal address and telephone/mobile number. Happy Tracks GmbH will use your personal information for booking purposes, providing services to you and sending you information to your e-mail address. Happy Tracks GmbH will contact you in relation to your booking to ensure that we can provide the services to you.

Happy Tracks GmbH will keep your information confidential except where disclosure is required by law. Happy Tracks GmbH will not share your personal information with anyone else.

**Promotional images**

Happy Tracks GmbH may use any image of our clients that is taken on the tour for promotional materials of any kind such as brochures, slides and the internet.

**Force majeure**

If Happy Tracks GmbH is prevented (directly or indirectly) from performing any of its obligations under this agreement by reasons of act of god, adverse weather conditions, strikes, fire, breakdowns, interruption of transport, government or political actions, acts of war or terrorism, acts or missions of a third party or for any other cause whatsoever outside Happy Tracks GmbH reasonable control, Happy Tracks GmbH will be under no liability.