



## **General terms and conditions Kambaka**

We are very pleased about your interest in our services. These terms and conditions are applicable to all contracts, reservations and bookings between *Kambaka Moulijn Nature Team Coaching*, hereafter called "*Kambaka*" or "the organizer", and its client(s). These terms and conditions apply to all services offered by *Kambaka*, including entrance fees, reservations, bookings and agreements for accommodations. With the receipt of the clients (down)payment or by the signing of the "order confirmation" by the client, a contract between you (client) and us (the organizer) is created. Please read the following lines of the general terms and conditions carefully.

### 1. Contract

Contracts can be concluded in writing, electronically or verbally with the organizer. *Kambaka* is allowed to engage in subcontracting with partners and third-party providers for the implementation of the offers.

### 2. Subject matter of the contract

The client will receive a contract, also called an "order confirmation", with the description of the contracted services by *Kambaka*, the program overview, dates and the pricing. The organizer will provide the services described in the order confirmation.

### 3. Duty of the organizer

The organizer undertakes to prepare and carry out the events conscientiously and in a professionally impeccable manner.

#### 4. Conclusion of contract

With the receipt of the (down)payment of the client, the signing of the "order confirmation" by the client or the written agreement by the client for the booking, the client confirms that he/she is aware of and accepts the general terms and conditions of the organizer. From this point in time, the contract becomes effective.

#### 5. Pricing

All services listed in the order confirmation are included in the prices. Changes to the contract, requests for additional services or adaptation of the number of participants must be made at least 72 hours before the start of the event. The client shall in any case pay for the in the contract agreed price, also when fewer persons participate. When the client requests adaptations in the programme, the organizer is allowed to change the price accordingly. All price changes will be communicated clearly to the client with a motivation.

#### 6. Terms of payment

100% of the agreed, invoiced or confirmed price must be paid at the latest 30 calendar days before the event. All payments by the client are to be made on the date(s) and in the amounts as specified in the contract.

- A 50% deposit payment or so-called "down-payment" is required to secure the booking.
- The balance of the outstanding amount or 100% payment needs to be transferred 30 calendar days before the start date of the contracted services.

Payments for individual coachings are to be paid within 10 calendar days before the individual coaching will take place. For events booked at short notice, the agreed price can be paid on the bank account of the organizer directly before the event.

#### 7. VAT

The VAT is specified separately in all prices.

## 8. Currency

All payments are to be made in Swiss francs (CHF). All (international) banking and transfer charges are for the client's account.

## 9. Event location

*Kambaka* will propose a suitable location for the contracted services and for any other extra services in consultation with the client. When these services last two or more consecutive days, the organizer will propose a suitable accommodation for the client's participants based on the client's requirements. The client provides *Kambaka* with all necessary information. These include special wishes of individual team members and their dietary requirements. *Kambaka* provides the client with a quotation of the accommodation, drinks and meals. The client is responsible for the reservation, booking, payments and cancellation of the accommodation and the method of travel to and from the venue. This includes the arrangements by the client for the reservation, booking, payments and cancellation of any drinks and meals for the participants.

## 10. Conditions of participation

Being in good health is a prerequisite for all events. The client will inform *Kambaka* before the event if any of the participants are medically impaired, undergoing therapeutic treatment or are under the influence of medication. Participation in all *Kambaka* events under the influence of drugs, alcohol, psychotropic medication or similar is not permitted.

The client and their participants acknowledge that before, after, during and between sessions they are fully responsible for their own physical and mental health. They acknowledge that all activities, steps and measures that are taken by them during the event are within their own sphere of responsibility. When an event takes place on or near the water, the participating non-swimmer is obliged to inform the organizer.

It is the duty of the participants to adhere to the conditions of participation and to follow the instructions of the organizer, the facilitating staff, the guides and the

assistants. The organizer reserves the right to exclude participants from the event who do not follow the instructions or do not adhere to the conditions of participation. In the event of the exclusion of one or more participants, the client shall not be entitled to any refund.

#### 11. Hazards and weather

By entering the contract with the organizer, the client acknowledges the dangers outdoors as well as indoors. Even highly qualified and experienced facilitators, leaders and nature guides are not infallible within the scope of due diligence. In the terrain and off marked trails, the client will be confronted with specific elements that can never be fully controlled. The organizer is not liable for subjective consequences neither is the organizer liable for the weather and its effects on the participants and their health. Any damages and claims are excluded for these cases.

#### 12. Programme changes

The events take place in all weathers. Changes to the programme may be necessary due to unforeseen natural events or force majeure. Due to "force majeure" planned events may be postponed to a new date. The client shall not be entitled to any compensation resulting from a programme change or postponement of the event.

Any postponement or change of programme by the client will be charged at an additional cost and any additional costs incurred for entrance permits, meals, accommodation or other rental(s) as well as wage costs for any contracted third parties, nature guides and reservation fees will also be charged to the client.

#### 13. Cancellation by the client

The client must notify the organizer in writing of any cancellation of the booked event. The cancellation becomes legally valid upon confirmation by the organizer. In the event of a cancellation of the contracted services or termination of the contract by the client, the following conditions apply:

- up to 90 calendar days before the start of the team coaching, cancellation is free of charge;
- between the 89th and the 60th calendar day before the start of the contracted services, 20% of the agreed contracted fee is due;
- between the 59th to 30th calendar day before the start of team coaching, 60% of the agreed contracted fee is due;
- from the 29th calendar day before the start of team coaching to the start day of the team coaching, 100% of the contracted fee is due.

The date of receipt by the organizer of the written cancellation of the client is decisive for the calculation of the cancellation fee.

In the case third-party services are contracted by the organizer for the specific offer, the cancellation conditions of the respective service provider shall apply.

#### 14. Postponement

If the client wishes to postpone the contracted services due to changes in the schedule, illness of a team member(s) or any other unforeseen development, *Kambaka* will do everything in her might to fulfill the wishes of the client.

#### 15. No-show or late arrival

If the client fails to appear (no-show) or arrives late at the booked event, the client shall owe the full price, that is 100% of the invoiced amount, to the organizer. Additional costs incurred due to the customer's postponement or late arrival shall be borne by the client.

#### 16. Cancellation by the organizer

If there are reasons (e.g. force majeure, riots, strikes, dangerous weather or other dangerous conditions) or circumstances which could endanger the life of the event's participants, the organizer has the right to withdraw from the contract at short notice. The payment made minus the services already claimed will be refunded. Further claims by the client are excluded.

### 17. Insurance

The client or the participant is responsible for sufficient insurance cover of the participants.

### 18. Liability

The organizer shall not be liable for:

- any personal injury, harm, death, loss of support or any other damages of any nature whatsoever, whether arising from negligence or any cause whatsoever;
- any actions, omissions and failures of third-party providers nor any damages caused by third-party providers;
- any damage to property and assets of the client;
- any infringement of the instructions of the organizer, their employees or service providers.

### 19. Disclaimer and indemnity

All persons participating in activities organized by *Kambaka* do so entirely at their own risk. The client acknowledges that all persons participating in activities organized by *Kambaka* may require to sign an indemnity form on arrival, releasing *Kambaka*, its owner(s), staff, employees and its contracted third parties from any liability for any personal injury, harm, death, loss of support or any other damages of any nature whatsoever, whether arising from negligence or any cause whatsoever.

### 20. Complaints

Any complaint must be reported to the event facilitator immediately in writing and must be confirmed by the organizer. The organizer will do anything in his/ her power to remedy the situation within the framework of the event and his/ her possibilities.

### 21. Severability clause

Should individual provisions of these general terms and conditions prove to be invalid, ineffective and unenforceable, this shall not affect the validity, effectiveness and enforceability of the remaining parts of the general terms and conditions.

In this case, both organizer and client shall undertake to replace the invalid, ineffective and unenforceable part by a valid, effective and enforceable condition that comes closest in terms of content to the original intention of the parties.

### 22. Contract termination

The contract may be terminated in writing by either party at any time. The above cancellation terms and conditions will be coming into effect upon termination of the contract.

### 23. Data security

*Kambaka* may process and use the data collected in the context of the conclusion of the contract in order to fulfil the obligations under the contract. *Kambaka* takes the measures necessary to secure the data in accordance with the statutory provisions. The client agrees to the storage and contractual use of his data by *Kambaka* and is aware that *Kambaka* is obliged and entitled to disclose information from the client to third parties on the order of courts or authorities. *Kambaka* will not disclose any confidential data and information to third parties and will use confidential information exclusively for the purpose of the contractually agreed coaching process. Confidential information which *Kambaka* receives in writing or personally is stored in such a way that no unauthorised third party has access to it. The event facilitators of *Kambaka* are bound by professional secrecy. However, they reserve the right to lift their duty of confidentiality if a risk of personal injury or injury to others becomes apparent. In this case, the organizer will inform the client and will contact professional help.

#### 24. Jurisdiction

These general terms and conditions are subject to Swiss law. Unless mandatory legal provisions prevail, the court at the registered office of the company shall have jurisdiction. For all disputes, regardless of the nationality of the client and where the place of damage is located, the Swiss courts have exclusive jurisdiction. The place of jurisdiction is Zürich (ZH). The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.