

1. Object of the contract

This contract covers the management and organisation of escorted activity holidays with Swiss-Discovery

2. Duration of the contract

- 1.- The present contract comes into force on the date of the payment
- 2.- The present work contract ends at the end of the Holidays

3. Proposal

Each proposal is valid for 10 days, counting from the date the proposal is issued + 10 days.

4. Validity of contract issued by the partner

The contract becomes valid on receipt of payment for the holiday. If a reservation is made 3 months ahead, a down payment of 50% of the full amount is required and the balance must be paid 30 days before the beginning of the holiday.

5. Price

Great care has been taken compiling the brochure and calculating costs. VAT and insurance are not included in the price.

6. Changes in the price

1. Any changes in the price and/or services made before a reservation is received will be pointed out at the time of booking or at the latest when the reservation is confirmed. Changes in services are unlikely after a contract has been signed but cannot be ruled out entirely. If an important modification is made to an essential feature of the contract, the partner has the right to cancel the contract with Swiss-Discovery at no cost during the 5 days following notification of the said changes. Reimbursement of any payment will be made immediately.

2. Swiss-Discovery reserves the right to modify the price up to 22 days before the beginning of the holiday on the following grounds : increase or introduction of taxes on services, changes in the exchange rate after the contract has been signed.

7. Price increases

1. In the event of a price increase of over 10%, the client's rights are specified in article 9, paragraph 1 of the present contract.

2. The published prices are valid for the current issue of the brochure only and are not applicable for clients who wish to reserve once the new catalogue has been published or the website updated. Apart from the proviso stipulated in article 6, paragraph 1, the prices in force at the time of booking are binding.

8. Modification of the programme

Swiss-Discovery reserves the right to modify its programmes or prices if obliged to do so as a result of measures taken by its service providers or in the event of other unforeseeable circumstances. In such exceptional circumstances, Swiss-Discovery reserves the right to keep the partner informed in the short term, while trying to find an appropriate equivalent alternative. Changes to the programme (transport arrangements, service providers, timetables, etc.) do not confer the right to claim damages or compensation. However, Swiss-Discovery will reimburse any difference in value

between the service or product provided and that described in their documentation.

9. Cancellation costs

In the event of a cancellation or change in the holiday date,

1. Up to 60 days before the start of the holiday, 50% of the full amount will be invoiced.
2. Up to 30 days before the start of the holiday, 80% of the full amount will be invoiced.
3. Up to 10 days before the start of the holiday, 100% of the full amount will be invoiced.

10. Accommodation

1. The client agrees to forward a list to Swiss-Discovery giving full details of all participants. This information must be in the operator's hands as soon as payment has been received or at the very latest 7 days before the start of the holiday.

2. Changes in the number of reservations are governed by the provisions of article 9 of the present contract.

11. Damage - theft

Swiss-Discovery will accept no responsibility for theft or damage to equipment and is not answerable for damage caused by clients.

12. Payment

1. All services will be invoiced.
2. Invoices for amounts under CHF. 200.- will be settle in cash.
3. Payments are made through to the bank.

13. Insurance

1. *Cancellation, repatriation and baggage insurance* are not included in our prices.

2. *As regards to sickness or accident insurance*, a check should be made to ascertain that policies cover risks associated with sports activities carried out in a foreign country and include rescue by helicopter, if necessary, and repatriation.

3. *Swiss-Discovery can also provide all information regarding insurance.*

14. Banking arrangements

Emoluments to be deposited into account no. 2016.42 - Bank clearing : 8052 SWIFT-Code RAIFCH 22
IBAN : CHF96 8058 0000 0002 0164 2 /CHF
Swiss-Discovery – Jean-Jacques Rey
Caisse Raiffeisen – Lienne Sionne – 1966 Ayent-Switzerland

15. Litigation

1. Any dispute arising from the application of the present contract will be settled by arbitration.

2. The arbitrator will divide his fees between the two parties on a case by case basis.

3. Neither party may institute legal proceedings against the other through a court of law unless the conciliation process has completely failed.

16. Jurisdiction

Place of jurisdiction is in Sion – Valais - Switzerland.