



**GENERAL CONDITIONS OF SALE**  
**CANYONING**

Edition 2021

# GENERAL CONDITIONS OF SALE

## 1. Conclusion of the contract

The contract is concluded

As soon as the parties (GSAB Aventures and the client) have agreed on the content of the contract and its price for the activities on request.

or

As soon as the client has communicated his/her wish to participate in a canyoning trip (lasting from half a day to several days) proposed in the GSAB Aventures programme and has received a favourable response from the GSAB manager for the activities in the programme.

Registration is finalised when the client fills in the appropriate form and receives electronic confirmation from GSAB. In rare cases this may be an oral agreement.

## 2. Confirmation of participation

The client confirms his/her participation by transferring a deposit equivalent to at least half (1/2) of the total amount of the trip, but at least CHF 100, to the account of GSAB Aventures.

The balance will be transferred to GSAB Aventures' account at least 30 days before the start of the tour.

## 3. Cancellation

### ***Unavailability of guides***

If GSAB Aventures has to cancel the tour for reasons beyond its control (illness, accident, family event...), neither party shall be obliged to pay any remuneration or compensation to the other. The deposit paid by the client will be returned. GSAB may propose a replacement date.

### ***Cancellation by the client***

If the client cancels the assignment, for whatever reason, the fee is due according to the following scale

- cancellation up to 31 days before departure: the deposit is retained
- cancellation between 30 and 11 days before departure: 50% of the fee is due

- cancellation 10 days or less before departure: 100% of the fees are due.  
It is the client's responsibility to take out cancellation insurance.

### ***Cancellation due to unfavourable conditions***

It is up to GSAB Aventures to judge whether the tour can take place according to the general conditions on the ground (weather, danger of flooding, landslides, state of the ground...). In case of very unfavourable conditions, GSAB Aventures can

- propose an alternative tour (in a less exposed sector or in a region where conditions are milder)
- propose to postpone the tour to a later date, at the client's convenience, within 15 months.

If the client does not accept any of these alternatives, GSAB Aventures retains 50% of the fees.

## **4. Discontinuation and interruption**

The entire fee remains due

- If for reasons of weather, health or fatigue of the client(s), the outing has to be shortened after departure.
- If the client decides to interrupt the outing before its end, for any reason whatsoever
- If GSAB Aventures has to assist other hikers (as it is obliged and entitled to do so) and thus jeopardise the continuation of the initially planned outing.

## **5. Behaviour of clients**

The client is under the responsibility of GSAB Aventures during the entire duration of the outing. Therefore, he/she must scrupulously comply with the guide's instructions and must not leave the group without his/her prior agreement.

The client may not, under any circumstances, decide to leave the group and exit the canyon without the express agreement of the guides.

During the descent, the client is obliged to strictly follow the instructions given by the guides. The safety of the client and the other participants is at stake.

## 6. Equipment

GSAB Aventures provides the client with an exhaustive list of the personal equipment to be carried. It is the client's responsibility to comply with it.

Individual and collective technical equipment is provided by GSAB Aventures. The client may use his/her own equipment as long as it is in good condition and meets the standards set by GSAB Aventures' safety concept. Otherwise, the client is obliged to use the equipment provided by GSAB. In the case of non-compliant personal equipment, the guide has the right to refuse the client's participation in the descent if the client refuses to use the GSAB equipment.

## 7. Health

The client is obliged to inform himself of the level of difficulty of the descent (flyer, website, verbally). He is the judge of his own ability to participate. In case of doubt, he/she must inform GSAB Aventures in order to jointly evaluate his/her ability to participate.

The client must not present any contraindication to the practice of canyoning.

The client is also required to inform GSAB Aventures beforehand of any physical or psychological health problems (operations, allergies, vertigo, diabetes, phobias, asthma, heart murmur, pacemaker...). GSAB Aventures declines all responsibility in case of a problem linked to an undisclosed defect occurring during or after the descent.

The client is responsible for bringing any medication and equipment specific to his or her pathology. Depending on the case, a medical authorization

Canyoning is possible for women up to three months pregnant. Beyond that, GSAB will not accept registrations. For more security, a medical opinion can be requested.

## 8. Insurance

The client is responsible for taking out the following insurance policies:

- Health and accident insurance
- Search and rescue and repatriation cover (if not already covered by health/accident insurance). GSAB Aventures reserves the right to call for help on behalf of the client if it deems it necessary for his/her safety or health, even if the client is not insured. This insurance is compulsory and the client certifies on his honour that he is covered.

- Civil liability insurance including mountain accidents

GSAB Aventures is covered by professional civil liability insurance.

## 9. Price list

The price includes :

- The provision of individual and collective technical equipment
- Supervision by professional guides
- A snack in the canyon

The price does not include (unless otherwise stated in the registration form)

- Transport costs
- Ski lift or helicopter fees
- Assistance/repatriation insurance (mandatory).

➔ Stays of more than one day are subject to a special price defined in the contract.

## 10. Place of jurisdiction

The jurisdiction of the domicile of GSAB Aventures is the only one competent.  
In case of dispute, the reference documents are those written in French.

Done in Jaun - FR, on 03.05.2021

The manager of GSAB

Alain Bigey.



## GSAB Aventures

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