

# **GENERAL TERMS AND CONDITIONS**

## GENERAL

The following conditions apply to all PartnerSheep sales to customers in Switzerland and abroad. By placing an order, the customer expressly acknowledges these conditions. The provisions of the Swiss Code of Obligations also apply.

# CONCLUSION OF CONTRACT BASED ON THESE TERMS AND CONDITIONS

Once the order confirmation has been duly signed by the co-contractor, the conditions are expressly recognized and accepted, both in terms of their scope and their execution (immediate effect).

Any changes made subsequent to the signing of the order confirmation, which result in an adjustment to the agreed services or which give rise to additional costs, will be invoiced in addition.

The financial consequences of any cancellations made subsequent to the signing of the order confirmation will be borne in full by the co-contractor.

#### PRICES

The prices of the services sold are those in force on the day the offer is sent to the customer. They are denominated in Swiss francs, exclusive of VAT. They are guaranteed for the period of validity of the offer.

# **TERMS OF PAYMENT**

Payment for services must be made to PartnerSheep's account within 30 days of the activity date. In the event of late payment, PartnerSheep reserves the right to charge a reminder fee.

All services provided by PartnerSheep are invoiced and will only be collected by bank or postal transfer. However, in exceptional cases and by agreement, we accept online payments via SumUp at a charge of 4% of the final amount.

## LIABILITY

PartnerSheep shall not be held liable for any damages incurred by the customer that are beyond PartnerSheep's control.

#### SAFETY

PartnerSheep accepts no responsibility for unforeseeable risks and/or risks related to the behavior of the customer or participants. In other words, the customer accepts to assume the remaining risk of a leisure activity that cannot be avoided despite careful preparation and prudent, informed conduct. As part of his or her personal responsibility to ensure that the activity runs as safely as possible, the customer must follow PartnerSheep's instructions and inform PartnerSheep immediately of any concerns or physical and/or mental problems. It is the customer's responsibility to inform the participants of this safety clause.

#### **INSURANCE**

PartnerSheep and its auxiliary or commissioned personnel are covered by professional liability insurance. However, the customer must have health and accident insurance. Cancellation insurance is also recommended.

#### **CANCELLATION BY THE CO-CONTRACTOR**

All cancellations must be made in writing and will incur the following charges:

- 120-61 days before: 10% of the total amount will be retained
- 60-31 days before: 50% of the total amount will be retained
- 30-8 days before: 75% of the total amount will be retained
- 7 days or less: 100% of the total amount will be retained

#### CONFIDENTIALITY

PartnerSheep will not divulge any information provided by the customer and expressly stipulated as confidential, nor will it publish any photographs without the customer's prior consent.

#### INTERPRETATION OF THESE CONDITIONS

Both the present conditions and any previous exchanges and offers (counter-offers) serve to interpret the will of the co-contracting parties in the context of the performance of services.

## **COMPETENT JURISDICTION**

In the event of any dispute between the co-contracting parties concerning the formation, performance or interpretation of the present terms and conditions, the matter shall be referred to the Civil Court of the East Vaud district.