

## General Terms and Conditions ZERMATTERS

### General Information

The purpose of the company is the operation of a Snow Sports, Bike, and Mountain Sports school as well as the arrangement of mountain guides, ski and snowboard instructors, bike guides, and hiking guides, all of whom are referred to collectively as “**guides**” in the following General Terms and Conditions (GTC).

In these GTC, an “**activity**” refers to the booked course, lesson, instruction, or tour. The “**start of the activity**” is understood to mean the first day of the booked activity. A “customer” is the participant in an activity and/or the person who has booked or paid for the activity.

The GTC of ZERMATTERS are drafted in German, English, and French. In the event of discrepancies, the German version shall be authoritative.

### 1. Applicability and scope of the GTC

The following General Terms and Conditions of ZERMATTERS, Bahnhofstrasse 58, Zermatt (hereinafter “ZERMATTERS”) and the associated separate Privacy Policy Declaration ([Privacy Policy – ZERMATTERS](#)) contain the rights and obligations that must be observed and complied with when booking and making use of an activity with or through ZERMATTERS. They govern the contractual relationship between ZERMATTERS and the customer as well as between the customer and the guide, unless expressly agreed otherwise in writing between the customer and the guide.

### 2. Confirmation of the GTC and amendments to the GTC

Before each booking process, the customer has the opportunity and is requested to carefully read the GTC. By booking the desired activity, the customer agrees to the following terms and the separate Privacy Policy and acknowledges these GTC as an integral part of the contract between himself and ZERMATTERS.

The GTC of ZERMATTERS can be viewed and downloaded at any time on the website. In addition, they are available in physical form at the ZERMATTERS office.

ZERMATTERS reserves the right to make changes to the GTC at any time. These changes shall become effective upon publication on the ZERMATTERS website and shall be deemed accepted and approved unless the customer raises an objection within 30 (thirty) days after they come into force.

### **3. Type and scope of services of ZERMATTERS**

ZERMATTERS arranges for the customer an independent guide who, depending on their training, carries out all or individual activities offered by ZERMATTERS. Unless expressly stated otherwise, ZERMATTERS acts in the name and on account of the respective guide. ZERMATTERS handles booking and payment processing for the independent guides in accordance with the following conditions without receiving any remuneration for the activity. The selection and arrangement between guide and customer are based on professional qualifications, language skills and time availability of the guide, as well as taking into account any wishes of the customer. The customer accepts that at the time of conclusion of the contract, the name and surname of the guide may not yet be known.

Responsibility for the proper execution of the activity, in particular with regard to safety, instruction, and the choice of slopes, paths, or routes, lies exclusively with the guide.

Where explicitly stated, ZERMATTERS may also carry out activities in its own name and on its own account (excluded in the Climb segment). In these cases, responsibility for proper execution lies with ZERMATTERS.

### **4. Conclusion of the contract regarding the activity**

Bookings of activities are accepted in writing, by telephone, electronically, or in person at ZERMATTERS or at other sales points of service partners that offer ZERMATTERS services.

#### **4.1 Between the customer and the guide**

Upon receipt of the booking confirmation of the desired activity, the contract between the guide and the customer shall be deemed concluded, and from that moment a directly binding legal contractual relationship exists between the guide and the customer (except in the case of employees of ZERMATTERS). The forwarding of the customer's payment as well as further details, data, and information of the customer from ZERMATTERS to the guide takes place exclusively within the scope of the arrangement and does not establish an independent contractual relationship regarding the execution of the activity between the customer and ZERMATTERS.

In the relationship between the guide and the customer, the following GTC shall apply accordingly. The guide and the customer remain free to agree in writing on changes or additions to the contractual relationship after conclusion of the contract.

## **4.2 Between the customer and ZERMATTERS**

If the activity is carried out by ZERMATTERS (e.g., execution of corporate events), the contract between the customer and ZERMATTERS is concluded upon receipt of the booking confirmation of the desired activity and is legally binding for the customer from that time.

The execution of activities in the climb segment in the name and on account of ZERMATTERS is excluded.

## **5. Minimum number of participants for group activities**

Information regarding the minimum number of participants for group activities can be found in the description of the respective activity.

If the group size falls below the minimum number of participants, ZERMATTERS reserves the right to merge groups, shorten courses, cancel courses at short notice (up to the evening before), or offer the customer an appropriate alternative for an additional charge. If the activity is canceled or the customer declines an appropriate offer, the activity costs, including any deposit, will be refunded. In the case of an offer with a lower price, the difference will be refunded to the customer.

## **6. Prices**

The stated prices are in Swiss francs. In the case of payment in euros, the applicable daily exchange rate of the financial service provider shall be applied. Price changes remain reserved.

The prices include the costs for the guide for the booked activity (in these GTC referred to as “activity costs”). As a rule, the prices exclude personal meals, meals for the guide, rental equipment, accommodation costs, accommodation costs for the guide, as well as transportation costs (mountain railways), unless explicitly stated otherwise in the detailed activity description.

## **7. Terms of payment**

The total amount of the activity costs for the booked activity is due before the start of the activity. If the total amount of the activity costs has not been paid in full before the start of the activity, the guide may refuse the customer’s participation in the activity without any compensation or cost consequences for the guide or ZERMATTERS.

For the refund of canceled activities, ZERMATTERS will use the same payment method that was used for the original transaction, unless expressly agreed otherwise.

## **7.1 Deposits for individual offers in the climb segment**

For the following selected offers in the climb segment, the following deposits are due at the time of booking:

- for 1 (one) overnight stay in a hut: CHF 150.00 per person
- from 2 (two) overnight stays in huts: CHF 300.00 per person

Deposits are credited toward the total amount of the booked service.

Deposits will not be refunded either in the event of cancellation by the customer or in the event of non-performance due to bad weather (see Section 7.2(a) below). Deposits are valid only for the current season.

## **7.2 Cancellation or change of order by the customer**

Withdrawal from the contract by the customer before the start of the activity must be notified by email, telephone, or directly at a ZERMATTERS sales office.

Withdrawal from the contract after the start of the activity is excluded.

Postponement or rebooking of the activity is not possible.

The following cancellation conditions apply:

### **a) Ski, Board, Bike, Hike, Climb (unless Section 7.2(b) applies):**

- 14 days to 48 hours before the start of the course: CHF 50.00 processing fee per booking
- from 48 hours until the start of the course: 100 % of the activity costs

### **b) In the climb segment for multi-day offers / multi-day tours from 2 days:**

- up to 48 hours before the start of the course: the deposits listed under Section 7.1
- from 48 hours until the start of the course: 100 % of the activity costs

### **c) Package offers or courses including accommodation/camps:**

- 30 to 15 days before the start of the course: 30 % of the activity costs
- 14 to 7 days before the start of the course: 50 % of the activity costs
- from 6 days before the start of the course: 100 % of the activity costs

## **d) Published group offers with required minimum number of participants (Section 5):**

- 14 to 4 days before the start of the course: 50 % of the activity costs
- from 3 days before the start of the course: 100 % of the activity costs

These cancellation conditions apply if, at the time of cancellation by the customer, the minimum number of participants or the execution of the activity has already been confirmed by ZERMATTERS.

## **e) No refund**

No refunds of already paid activity costs or deposits will be made if:

- the activity cannot be carried out due to lateness or no-show of the customer. Additional costs incurred by ZERMATTERS due to no-show or delays shall be borne by the customer.
- the customer joins an activity only after it has started or leaves it before it ends.
- the customer does not make use of individual days or hours in multi-day activities.

## **8. Cancellation or changes to the contract Before the Start of the activity**

ZERMATTERS and the guide reserve the right to modify or cancel the activity program before the start of the activity if external circumstances (e.g., force majeure, weather and natural conditions, official measures, or safety risks) make this necessary.

If the activity is canceled before its start or if a significant change to the program is made by ZERMATTERS which the customer does not wish to accept, or if the customer declines a rebooking to an equivalent alternative activity, only the activity costs already paid will be refunded to the customer. Any further claims or compensation demands by the customer are excluded.

## **9. Program changes or termination of the activity after the start of the activity**

### **9.1 Program changes**

ZERMATTERS and the guide reserve the right to modify the activity program after the start of the activity if external circumstances (e.g., force majeure, weather and natural conditions, official measures, or safety risks) make this necessary. A refund of the activity costs is excluded.

### **9.2 Termination of the activity**

ZERMATTERS and the guide reserve the right to terminate the activity if external circumstances (e.g., force majeure, weather and natural conditions, official measures, or safety risks) make this necessary.

## **a) Refund of activity costs**

If continuation of the activity is not possible, the customer will be refunded the activity costs paid, minus services already rendered and expenses incurred, in the following case:

- Closure of operations of tourism service providers such as mountain railways, hotels, or restaurants as a result of official orders (e.g., pandemic).

## **b) No refund of activity costs**

If continuation of the activity is not possible, there is no entitlement to a refund of activity costs paid, in particular in the following cases:

- Closure of operations of tourism service providers such as mountain railways, hotels, or restaurants due to weather or natural conditions;
- Closure of transport infrastructure to Zermatt (road and/or train) due to weather or natural conditions;
- Termination of the activity due to weather or natural conditions;
- Illness, accident, or health condition of the customer.

## **10. Participation requirements and customer's duty to inform**

Good health, equipment appropriate for the booked activity that has been professionally checked and adjusted, as well as sufficient performance capacity and the necessary experience for the respective booked activity are prerequisites for all activities and are the responsibility of the customer.

The customer undertakes to inform ZERMATTERS or the guide in good time before the start of the activity about any health restrictions, relevant information regarding their state of health, medical prophylaxis, special wishes and concerns regarding dietary habits or intolerances, etc., so that the guide can take the necessary measures.

The customer undertakes to strictly follow the instructions of the guides and their assistants. If these participation requirements are not met by the customer or if the customer does not follow the instructions of the guide, ZERMATTERS and the guide reserve the right to exclude the customer from the activity. In the event of exclusion, the customer shall have no entitlement to a refund of the activity costs.

## 11. Vouchers

### 11.1 General information

ZERMATTERS issues time-limited value vouchers or so-called experience vouchers. Experience vouchers entitle the holder to make use of a specific activity.

Vouchers must be redeemed at the ZERMATTERS office. Advance reservation of the activity by email, telephone, or at the office is required.

The voucher cannot be redeemed for cash. A refund in the event of non-use is excluded. It is not issued to a specific person and is transferable.

### 11.2 Price changes for experience vouchers

ZERMATTERS reserves the right to change activity prices at any time. Price changes may occur due to market changes, price changes by third-party providers, cost increases, or other economic factors. The voucher holder will be informed of any price changes before redeeming the voucher.

The voucher remains valid; however, the value of the voucher may be adjusted in accordance with the new prices. This means that price changes are borne by the voucher holder, and any price difference must be paid by the voucher holder before the start of the activity.

## 12. Services of third-party providers

During the performance of the activity, the customer may make use of services provided by third parties. Responsibility for and provision of these services lies exclusively with the respective third-party provider. The prices and the respective current general terms and conditions of the third-party provider apply, in particular those of:

- [Air Zermatt AG | GTC](#)
- [Zermatt Bergbahnen | GTC](#)
- [Gornergrat Railway | GTC](#)
- In the case of overnight stays in huts, the respective applicable GTC of the corresponding hut

## 13. Disclaimer of liability

### 13.1 Principle

To the extent permitted by law, ZERMATTERS fully excludes all contractual and non-contractual liability for itself and its assistants, in particular for personal injury and property damage, direct and indirect damages, consequential damages, loss of profit or third-party claims.

This exclusion of liability also applies in cases of slight and ordinary negligence.

This exclusion of liability applies in particular to accidents connected with all Activities, including examinations and competitions.

The Customer acknowledges that the Guide cannot guarantee absolute safety from objective mountain hazards. The Customer accepts the inherent residual risk of outdoor activities, which remains despite careful and prudent guidance by the Guide, and participates at his own risk.

### **13.2 Limitation of the Exclusion of Liability**

The exclusion of liability pursuant to Section 13.1 shall not apply in cases of gross negligence or wilful misconduct by ZERMATTERS.

### **13.3 Exclusion of Liability of the Guide**

The above exclusion of liability shall also apply to the relationship between the Guide and the Customer unless otherwise agreed in writing between them.

The exclusion of liability shall not apply in cases of gross negligence or wilful misconduct by the Guide.

## **14. Insurance of the Customer**

Insurance coverage (in particular health and accident insurance including sports accidents) is the responsibility of the Customer. ZERMATTERS recommends taking out cancellation cost insurance and repatriation insurance.

The Customer acknowledges that insurance coverage and scope may be limited for Activities abroad.

## **15. Professional Liability Insurance**

ZERMATTERS confirms that it maintains professional liability insurance in accordance with Article 12 para. 1 of the Cantonal Act on Mountain Guiding and Offering Other Risk Activities and Article 13 para. 1 of the Swiss Federal Act on Mountain Guiding and Offering Other Risk Activities to the minimum extent required by law.

Information regarding the scope of insurance coverage may be obtained from ZERMATTERS at any time.

## **16. Complaints**

Complaints must be submitted to ZERMATTERS in writing by post or by email (info@zermatters.ch) within a period of two weeks after completion of the activity.

## **17. Transfer of rights and obligations to third parties**

Individual or all rights and obligations arising from these GTC may be transferred in whole or in part by ZERMATTERS to third parties or exercised by third parties.

All rights and obligations vis-à-vis ZERMATTERS may not be transferred or assigned to third parties without the prior written consent of ZERMATTERS.

## **18. Severability clause**

If individual provisions of these GTC are wholly or partially invalid or contain gaps, the legal validity of the remaining provisions or parts of such provisions shall not be affected. Invalid provisions shall be replaced by provisions that come closest to the economic purpose of the invalid provisions. This shall apply mutatis mutandis in the event of gaps.

## **19. Applicable law and place of jurisdiction**

These GTC, the contractual relationships based thereon, and any disputes shall be governed exclusively by substantive Swiss law, excluding international private law and other conflict-of-law rules, as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zermatt.

Valid as of May 10, 2026

### **ZERMATTERS**

Bahnhofstrasse 58  
3920 Zermatt