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# General Terms and Conditions – Along the Ridge

## 1 FIELD OF APPLICATION

1.1 Yorick Brunet (Along the Ridge), hereinafter referred to as the service provider, organises and leads hiking and snowshoe treks. The terms “tour” or “hike” are used hereafter in a generic sense.

1.2 One or more participants take part in these tours. The term “guest” is used hereafter to refer to a participant.

## 2 VALIDITY

2.1 These General Terms and Conditions of Contract (GTC) shall only apply if the contracting parties have so agreed. To this end, it is sufficient for the service provider to refer to the GTC, whether orally, in writing (e-mail, text message or other) or on its website.

2.2 The GTC apply in a subsidiary capacity only. The relevant binding provisions of the Swiss Federal Law on Package Travel (SR 944.3) and the Swiss Code of Obligations (SR 220) as well as individual agreements between the service provider and the guest take precedence over the GTC.

2.3 The GTC may be amended. The applicable GTC are those in force at the date of invoice issuance. The GTC are provided in PDF format with the invoice. The version available on the service provider’s website is for informational purposes only and does not constitute a contractual document.

2.4 In the event of any discrepancy between the French version of the GTC and another language version, the original French text shall prevail. The translation is provided for information purposes only and has no legal value. By accepting these terms and conditions, you automatically accept the original French text.

## 3 CONCLUSION OF CONTRACT

3.1 The contract is deemed to have been concluded as soon as the guest and the service provider have mutually expressed their intention to undertake a hiking activity at a given time.

3.2 The contract may be concluded orally or in writing (e-mail, text message, online form, letter, etc.).



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3.3 If, following an oral conclusion of contract, the service provider sends a written order confirmation, its content is binding on both parties unless the guest objects within three days of receipt of the order confirmation.

3.4 Both parties may require the contract to be concluded in writing. All that is required is an exchange of e-mails or text messages. A letter with a handwritten signature is only necessary if one of the parties expressly requests it.

## **4 GROUPS**

4.1 Where the service provider offers a group (open) activity to individuals, there is no right to participate if the maximum number of participants has already been reached.

4.2 In the case of a group activity (open), registered participants are only entitled to take part in the activity if the minimum number of participants indicated has been reached.

4.3 If the minimum number of participants is not reached by the registration deadline, the service provider will immediately inform those registered that the activity will not take place. No compensation is due on either side. The service provider may also offer the activity at a higher price. In this case, the activity must take place at a higher price if all those registered agree.

4.4 Participation in group offers requires tolerance, adaptability and an understanding of the different abilities of each member of the group in the context of the requirements of a tour. The service provider reserves the right to exclude from the tour any guest who fails to meet this requirement (point 10.1.4).

## **5 QUALITY ASSURANCE**

5.1 The service provider is obliged to carry out his or her work as a guide with care, in accordance with the technical standards currently in force in the Alps. However, he or she cannot guarantee absolute safety. There is a residual risk inherent in mountain sports.

5.2 The service provider guarantees that it is qualified for the planned activity and has the corresponding RiskG authorisation.

5.3 The service provider guarantees that it will only use other people who are qualified for the planned activity and have the corresponding RiskG authorisation.

## **6 GUEST PARTICIPATION**

### **6.1 Personal responsibility**

6.1.1 The guest assumes personal responsibility in accordance with his/her knowledge and abilities.



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## **6.2 Acceptance of residual risk**

6.2.1 The guest accepts the residual risk inherent in mountain sports, which exists even if the guide's work is carried out with care.

## **6.3 Information**

6.3.1 The guest is obliged to inform the service provider of all aspects relevant to the safe and successful implementation of the planned activity. This applies in particular to technical alpine skills, physical and mental fitness and any health problems.

6.3.2 If the service provider has provided a detailed description of the requirements, guests are obliged to check carefully whether they meet these requirements. In addition, they are obliged to inform the service provider as soon as possible and on their own initiative of any problematic aspects.

## **6.4 Safety instructions**

6.4.1 During the hiking activity, the guest must strictly follow the service provider's safety instructions. Guests are also required to participate in the activity according to their technical and physical abilities.

## **6.5 Medical treatment, diet and allergies**

6.5.1 The guest remains solely responsible for all arrangements and precautions to be taken in the event of medical treatment, a specific diet or allergies requiring special monitoring.

# **7 INSURANCE**

## **7.1 Civil liability**

7.1.1 The person responsible for the tour, generally the service provider, has the professional indemnity insurance required by law, with cover of at least CHF 5 million per claim.

7.1.2 At the guest's request, the service provider must provide proof of liability insurance.

7.1.3 Guests are advised to take out private liability insurance, which also covers mountain sports activities.

## **7.2 Cancellation fees**

7.2.1 Guests are advised to take out cancellation insurance.



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### **7.3 Illness and accident**

7.3.1 Guest are responsible to take out adequate health and accident insurance, which also covers the costs of helicopter transport, search, rescue and repatriation.

7.3.2 Guests are advised to join one of the Swiss air rescue companies (REGA, Air-Glaciers, Air-Zermatt).

7.3.3 The service provider reserves the right to call the emergency services at the expense of the injured or ill guest, regardless of insurance cover.

## **8 PROGRAMME CHANGE**

### **8.1 Replacement tour**

8.1.1 If the agreed tour is not possible (weather, conditions, etc.), the service provider has the right and obligation to offer the guest a replacement tour or an alternative activity for the agreed period.

8.1.2 If the guest agrees to the replacement tour or alternative activity, the service provider has the right to carry out the replacement tour or alternative activity at the price originally agreed.

8.1.3 If the guest refuses the proposed replacement tour or alternative activity, the service provider may cancel it in accordance with point 9.1.2 or interrupt it in accordance with point 10.1.3.

### **8.2 Alternative tour area / alternative location**

8.2.1 If the agreed hiking region or location is not accessible or suitable (weather, conditions, full accommodation, etc.), the service provider has the right and obligation to offer the guest another hiking region or location for the agreed period.

8.2.2 If the guest agrees with the alternative tour area or venue, the service provider has the right to carry out the activity at the originally agreed fee. Any cancellation costs relating to the tour area or venue initially agreed are to be borne by the guest.

8.2.3 If the guest refuses the alternative region of the tour or the alternative location, the service provider may cancel the tour in accordance with point 9.1.2 or interrupt it in accordance with point 10.1.3.



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## **9 CANCELLATION**

### **9.1 Cancellation by the service provider**

9.1.1 If the service provider has to cancel an agreed activity before it begins for a reason that falls within his personal sphere of risk (illness, accident, family events, etc.), no compensation is due on either side.

9.1.2 If the service provider has to cancel an agreed activity for a reason outside his personal sphere of risk (bad weather, unfavourable mountain conditions, disrupted transport links, pandemic, etc.) and the guest does not agree with the proposed replacement (points 8.1, 8.2), the guest will be liable for 100% of the fees for the agreed days of the tour or course. In addition, the guest must pay any cancellation costs incurred for the means of transport, accommodation, etc. booked.

9.1.3 If the service provider has to cancel an activity agreed in accordance with point 9.1.1, he may offer the guest the possibility of being replaced by a professional colleague in order to maintain the activity.

### **9.2 Cancellation by the guest**

If the guest cancels, he/she must cover all the cancellation costs incurred (transport, accommodation, etc.) and pay the fees as follows:

- in the event of cancellation between 60 and 31 days before the start of the agreed activity, 20% of the fee;
- in the event of cancellation between 30 and 15 days before the start of the agreed activity, 50% of the fee;
- in the event of cancellation 14 days or less before the start of the agreed activity, 100% of the fee.

## **10 INTERRUPTION**

### **10.1 Interruption by the service provider**

10.1.1 If the service provider has to interrupt a day's activity that has already begun for safety reasons (weather, conditions, overwork on the part of the guest, etc.), the guest is liable for the full amount of the remuneration.

10.1.2 If the service provider has to interrupt an activity lasting several days that has already begun for a reason that falls within his personal sphere of risk (illness, accident, family events, etc.), the guest is liable to pay for the guide work already carried out, otherwise no compensation is due on either side. In this case, any cancellation costs incurred for booked accommodation, means of transport, etc. shall be borne by the service provider.



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10.1.3 If the service provider has to interrupt a multi-day activity that has already begun for a reason that does not fall within his personal sphere of risk (bad weather, unfavourable mountain conditions, disrupted transport links, pandemic, etc.) and the guest does not agree with the proposed replacement (points 8.1, 8.2), the guest is liable for 100% of the fees for the agreed tour or course days. In addition, the guest must bear any cancellation costs incurred for booked accommodation, means of transport, etc.

10.1.4 If the service provider has to interrupt an activity that has already begun because the guest fails to inform or cooperate, or fails to comply with the service provider's instructions regarding safety (points 6.3, 6.4), or damages the cohesion of the group (point 4.4), the guest is liable for the full remuneration for the agreed days and must bear all the costs arising from the cancellation of accommodation, means of transport, etc. (point 4.5).

10.1.5 If the service provider has to stop or interrupt an activity that has already begun in order to help hikers in difficulty, the guest is also liable to pay for the time spent helping foreign hikers.

10.1.6 If the service provider has to interrupt an activity lasting one or more days that has already begun due to poor equipment on the part of the guest, the guest will be liable for 100% of the fees for the agreed days of trekking or lessons. In addition, the guest must bear the cancellation costs incurred for booked accommodation, means of transport, etc.

10.1.7 If the service provider has to interrupt an agreed activity in accordance with point 10.1.2, he may offer the guest the possibility of being replaced by a professional colleague in order to maintain the activity.

## **10.2 Evacuation**

10.2.1 If the service provider has to evacuate a guest for safety reasons (bad weather, guest exhaustion, breakdown of equipment, failure to comply with instructions, etc.), the guest must bear all the resulting costs. Several guests must share the costs equally.

## **10.3 Interruption by the guest**

10.3.1 If the guest interrupts an activity that has already begun, he/she shall owe the service provider the full remuneration for the days agreed and shall bear all costs arising from the cancellation of accommodation, means of transport, etc.

# **11 TEMPORARY INTERRUPTION / DAY OF REST**

## **11.1 Interruption by the service provider**

11.1.1 In the case of multi-day engagements, the service provider may provide for a temporary interruption of one or two days for reasons outside his personal sphere of risk



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(weather, conditions, etc.). An interruption only makes sense if there is a good chance that the agreed activity can be continued afterwards.

11.1.2 If the agreed activity is interrupted, the service provider must, as far as is possible and reasonable, offer a replacement (points 8.1, 8.2). If the guest does not agree with the proposed replacement, he/she is liable for 100% of the fees for the days of interruption. In addition, the guest must cover any cancellation costs for accommodation, transport, etc.

## **11.2 Interruption by the guest**

11.2.1 If, during an engagement lasting several days, a rest day is interposed at the guest's request, the guest is liable for the full fee. In addition, the guest must bear any costs incurred for adaptations to accommodation, means of transport, etc.

## **12 REMUNERATION**

### **12.1 Elements of remuneration**

12.1.1 Remuneration is made up of the fee for the service itself (point 12.3), an allowance for travel time (point 12.4), ancillary costs (point 12.5) and, where applicable, VAT (point 12.6).

12.1.2 The elements of the remuneration may be indicated individually or in the form of an agreed fixed price.

### **12.2 Terms of payment**

12.2.1 The terms of payment of the remuneration are defined by the service provider.

12.2.2 If the service provider gives no indication, the host must pay the full remuneration no later than 14 days before the scheduled activity. Payment serves as confirmation of registration. The invoice may be issued in writing (email, letter, etc.) or orally.

12.2.3 If the guest fails to pay the amount as agreed or as provided for in point 12.2.2, the service provider may terminate the contract without compensation.

12.2.4 If the guest selects a payment method that incurs transaction fees (e.g. debit or credit cards, TWINT), these fees may be charged in addition to the service amount. Any potential refund would cover only the service amount, excluding transaction fees, which remain the guest's responsibility.

12.2.5 As an exception to point 12.2.4, transaction fees may not be charged additionally. In such a case, any potential refund would cover the service amount minus the transaction fees actually deducted.



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## 12.3 Fees

12.3.1 The amount of the fee corresponds to what the contracting parties have agreed for the specific case.

12.3.2 If there is no agreement on the amount of the fee, the guest shall owe the service provider a fee corresponding to the usual amount for the activity concerned. The usual fees are calculated in accordance with the indicative tariff for daily fees (point 12.3.3) or the market price.

12.3.3 Fees can be set on a daily basis. The duration of the entire assignment, the length and difficulty of the excursions, the conditions of the terrain, the number of guests, the personal situation of the guests and the seasonal occupation of the service provider generally have an influence on the amount of the daily fee.

## 12.4 Compensation for travel time

12.4.1 Travel time means the time spent by the service provider :

- for the journey from home and any ascent to the hut the day before the guided activity,
- for a possible descent from the hut and the return home the day after the guided activity.

12.4.2 The amount of compensation for travelling time will correspond to what the contracting parties have agreed for the specific case.

### 12.4.3 Compensation for travelling time in the absence of an agreement

In the absence of an agreement on compensation for travel time, guests are liable to pay the service provider the following amounts. For travel and boarding the day before :

- 400 CHF if the service provider has to leave home before 9 a.m. ;
- 300 CHF if the service provider has to leave home between 9 a.m. and 3 p.m. ;
- 200 CHF if the service provider is able to leave home after 3 p.m.

For the descent and travel the following day:

- 400 CHF if the service provider reaches home after 3 p.m. ;
- 300 CHF if the service provider reaches the home between 12 noon and 3 p.m. ;
- 200 CHF if the service provider reaches home before 12 noon.

## 12.5 Additional costs

12.5.1 Ancillary costs include the actual costs incurred for travel to and from the event, on-site transport (ski lifts, bus, taxi, etc.), accommodation and catering (meals and drinks in hotels, restaurants and cabins, walking teas, etc.).



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12.5.2 Guests shall bear their own ancillary costs. In addition, they must reimburse the service provider for its ancillary costs.

12.5.3 For the outward and return journey, if the service provider travels by public transport, the service provider charges the cost of a second-class ticket with a half-fare subscription. If the service provider travels by car, the service provider charges the estimated costs incurred for vehicle rental.

## **12.6 Value Added Tax**

12.6.1 If the service provider is subject to value added tax (VAT), VAT will be charged in addition to the fees and compensation for travel time.

## **12.7 Fluctuating prices for commissioned services**

12.7.1 The service provider reserves the right to pass on fluctuations in the prices of commissioned service providers (cabins, inns, transport services, local service providers, etc.) or third parties (exchange rates, VAT, etc.) in the event of a significant change between the publication of the offer and its execution.

## **12.8 Currency**

12.8.1 Fees are quoted in Swiss francs.

12.8.2 Prices for accommodation, transport, etc. are quoted in Swiss francs or local currency.

# **13 EQUIPMENT**

## **13.1 Service provider equipment**

13.1.1 The service provider bears the costs of its own equipment and any equipment required in common (rope, etc.).

13.1.2 The service provider will provide the necessary equipment in good condition at no extra cost to the guest.

## **13.2 Guest equipment**

13.2.1 The guest is responsible for the cost of any equipment he or she personally requires.

13.2.2 Guests must ensure that any equipment they personally require is in good condition and in good working order.

13.2.3 The service provider shall ensure that the guest is informed sufficiently in advance and in detail of the equipment that he personally requires.



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13.2.4 The service provider may make rental equipment available to the guest. The service provider is responsible for ensuring that the hire equipment is in perfect condition. The guest must pay reasonable compensation for the rented equipment. If the amount of compensation is not fixed, it corresponds to the usual market values.

13.2.5 The service provider reserves the right to interrupt an activity if the guest's equipment is inadequate (point 10.1.6).

### **13.3 Theft, loss or damage**

13.3.1 The service provider is not responsible for the theft, loss or damage of the guest's equipment or rented equipment.

## **14 PETS**

14.1 Pets are not allowed by default.

## **15 PARTICULAR OFFERS**

### **15.1 Multi-tour package**

15.1.1 The multi-tour package is made up of several non-consecutive one-day activities sold as a package. The package is not considered to be a multi-day activity.

15.1.2 The multi-tour package is valid by agreement with the service provider. If there is no specific agreement between the service provider and the guest, then the package is valid:

- for activities included in the package sale;
- for one year from the sale of the package if no activity is specifically included when the package is sold.

15.1.3 The multi-tour package is non-refundable if not used.

### **15.2 Gift Vouchers**

15.2.1 The validity period of a gift voucher is determined in accordance with the rules on prescription of claims (Art. 127 and 128 CO). In the absence of any contrary indication on the voucher or at the time of purchase, the voucher remains usable until the expiry of the statutory limitation period applicable to the nature of the service. After this period, the voucher becomes void and entitles to no refund.

15.2.2 A gift voucher is freely transferable to third parties. The beneficiary of the gift voucher enjoys the same rights and is subject to the same conditions as the original purchaser.

15.2.3 A gift voucher is non-refundable, whether in full or in part, and cannot be exchanged for cash.



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15.2.4 If a service is purchased for an amount less than the voucher's value, the remaining balance remains available for future services until the voucher's expiry. No refund of the balance is made, even after the voucher expires.

15.2.5 Only one gift voucher may be used per transaction. It cannot be combined with other vouchers, promotions, discounts, or special offers.

15.2.6 A gift voucher may only be used to purchase services directly sold and organised by the service provider. The voucher cannot be used for services offered by or via partners or third parties.

15.2.7 The voucher is issued by default in electronic form and sent by email at no additional cost. Upon explicit request, a paper version may be provided for an additional fee and shipping costs, communicated at the time of order. Issuance occurs only after payment is received.

15.2.8 The gift voucher must be presented at the time of booking or purchasing the service. The service provider reserves the right to verify the authenticity and validity of the voucher before acceptance.

15.2.9 In the event of loss or theft of a gift voucher, no duplicate will be issued and no refund will be made. It is the holder's responsibility to keep the voucher secure.

### **15.3 Promotional Credits**

15.3.1 The service provider may offer a promotional credit free of charge, notably in exchange for participation in a survey, feedback, or as part of a promotional campaign.

15.3.2 The promotional credit is strictly personal, non-transferable, and cannot be exchanged for cash or refunded, even partially.

15.3.3 The promotional credit does not constitute financial consideration and has no convertible monetary value.

15.3.4 The promotional credit is valid for one (1) year from the fulfilment of the condition specified in Article 15.3.1. Upon expiry, it becomes void and entitles to no refund.

15.3.5 The promotional credit may only be used for services directly sold and organised by the service provider.

15.3.6 The promotional credit cannot be combined with other promotions, discounts, or special offers.

15.3.7 The promotional credit is recorded in the service provider's system and automatically deducted when the beneficiary registers for an eligible service.



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## 16 DATA PROTECTION

16.1 The service provider uses the guest's data to process registrations and to send out its own newsletter. The data is not passed on to third parties, with the exception of

- information requested for reservations related to the tour programme,
- contact details so that COMEX, the Federal Certificate Examination Commission, can carry out the necessary checks when the service provider registers for the Federal Certificate.

### 16.2 Use of images and videos

16.2.1 The service provider or its guests may take photographs and/or video recordings during the tours.

16.2.2 The guest grants the service provider free consent to use photographs and video recordings in which they may appear for marketing, promotional, and communication purposes. Such use may include, but is not limited to, the provider's website, social media channels, newsletters, and printed brochures. The guest retains the right to request, at any time and in writing, the removal of any photograph or video recording concerning them for a legitimate reason. The service provider undertakes to examine any such request and to remove the relevant materials under its direct control within a reasonable timeframe.

16.2.3 If the guest does not consent to the use of photographs or video recordings in which they are clearly identifiable, they must inform the service provider in writing before the hike begins. In the absence of such prior notification, consent shall be deemed granted in accordance with clause 16.2.2.

16.2.4 For any minor participant, written and explicit authorisation from the holders of parental responsibility is mandatory; the default consent described in clause 16.2.3 does not apply to minors.

## 17 COPYRIGHT

17.1 The entire content of the [along-the-ridge.ch](http://along-the-ridge.ch) website, newsletter and documents sent to participants is legally protected by copyright.

17.2 All rights are held by the service provider or third parties.

17.3 The elements of the [along-the-ridge.ch](http://along-the-ridge.ch) website are accessible to the public for browsing purposes only.

17.4 Any reproduction, transmission, modification, linking or use of the [along-the-ridge.ch](http://along-the-ridge.ch) website for public or commercial purposes is prohibited without the prior written consent of the service provider.



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17.5 The service provider reserves all rights to the entire content of the [along-the-ridge.ch](http://along-the-ridge.ch) website, newsletter and documents sent to participants, with the exception of rights held by third parties.

## **18 APPLICABLE LAW / JURISDICTION**

18.1 Swiss law applies, even if the order is executed abroad or if the guest is domiciled abroad.

18.2 The place of jurisdiction is determined by the domicile or registered office of the service provider. The ordinary courts have jurisdiction.

Berne, 5 June 2026