



General Terms and Conditions

Scope of application

The present General Terms and Conditions (GTC) are applicable to the activities proposed by the Leysin Big Air Bag Foundation, p.a. Commune of Leysin, rue du Village 39, 1854 Leysin (the Foundation) within the framework of the use of the Big Air Bag infrastructure in Leysin (the infrastructure).

The GTC aim to define the relations between the Foundation and its clients (federations, associations, clubs, training groups, etc.) as well as the users of the infrastructure.

Depending on the context in which it is used in the GTC, the term "client" may refer to the person making the reservation and paying the fees, or to the users or their legal representatives.

The GTC is an integral part of the offer made to the customer following a reservation request.

Reservation

The client makes the reservation via the website lebag-leysin.ch, which allows access to the online reservation system Booking Corner. The deadline for online reservations is 24h before the session. After this deadline, the client has to call the person in charge of the infrastructure on following nr: +41 76 201 26 85.

During the process of online reservation, the client has to confirm that he has read the rules of use and that he has read and accepted the GTC.

Payment

Reservations are payable by credit card, during the process of reservation.

A detailed statement will be established after each session.

If the reservation has been made for a few sessions in a row, a detailed invoice will be established after the end of the last session. The remaining amount will be paid by credit card immediately.

If the final amount is higher than the already cashed amount, a voucher will be issued in favour of the client.

If the reserved sessions are still unpaid at the arrival of a team, the Foundation has the right to cancel the training, except in the case of last minute reservations.

Conditions for cancellation or modification

By the Foundation

The Foundation reserves the right to cancel or modify any reservation, particularly for reasons of security, factors beyond its control or technical failure.

In the event of cancellation, the Foundation will inform the client as soon as possible and will offer to reschedule the activities. If this rescheduling is not possible, the deposit paid by the client will be refunded.

By the client

If the Foundation and/or GSL are notified of the client's cancellation more than one month before the start of the activity, the deposit previously paid will be refunded.

After this period, the deposit is non-refundable.

Conditions of use

The client must take note of the regulations for the use of the infrastructure and respect them. The client must comply with the instructions given by the infrastructure manager.

The client shall ensure that all users are covered by civil liability insurance and have valid personal accident insurance.

Exclusion and limitation of liability

In accordance with Art. 100 of the Swiss Code of Obligations, the Foundation is only liable for its serious faults, the notion of seriousness being assessed according to the jurisprudence of the Swiss courts in force at the time.

The Foundation shall not be liable for damage to its client's property, for theft and for any material loss in general, without this list being exhaustive.

In accordance with Art. 101 of the Swiss Code of Obligations, the Foundation is not liable for faults committed by its employees or agents in the performance of their duties.

Force majeure

The occurrence of an event of force majeure temporarily releases the party prevented from performing during the event of force majeure and for an appropriate period of time after the end of such events. The term "force majeure" includes, for example, natural disasters, bad weather, wars, terrorism, political and social unrest, revolutions or insurrections, strikes, epidemics and pandemics, involuntary impediments to use due to water, fire, power cuts and infrastructure damage, etc.

The Foundation or its auxiliaries are free to open or close the infrastructure depending on the epidemiological situation due to the COVID-19 virus.

Data protection

The client is informed that the Foundation and its auxiliaries process personal data concerning him/her, i.e., name(s), surname(s), image(s), postal and e-mail address(es), telephone number(s), and video surveillance image(s) in order to fulfil its contractual obligations or commercial actions. This processing is carried out in accordance with the Federal Data Protection Act (DPA) and the Ordinance on the Federal Data Protection Act (FDPA), and in accordance with the European General Data Protection Regulation (GDPR).

The customer is also informed that the Foundation and its auxiliaries also process personal data, to the extent permitted by applicable law, for the purpose of sending written or electronic information or promotional messages.

The Client consents to and authorises the Foundation and its auxiliaries to use and disseminate his/her image free of charge, in particular captured by photo or video, for promotional purposes related to the Big Air Bag infrastructure.

The client may withdraw his/her consent to the use of his/her personal data and image for promotional purposes at any time, upon written request to the e-mail address mentioned below.

Applicable law and jurisdiction

Swiss law applies to the relationship between the Foundation, its client and its users.

The place of jurisdiction is Aigle.

Partial invalidity of the GTC

The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions.

Contact and customer service

For any questions, please contact the Foundation by e-mail at lebag@leysin.ch and for any complaints by registered mail at the Foundation's headquarters.

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