

GENERAL TERMS AND CONDITIONS (T&Cs)

1. Scope of Application

The following General Terms and Conditions (T&Cs) form part of the contract between the users of the ORBIT bouldering and climbing hall in Wilderswil and Orbit Mountain AG, as the operator of this bouldering and climbing hall.

Orbit Mountain AG is entitled to amend these T&Cs and the hall regulations at any time. The changes become effective with the posting of the updated T&Cs and the hall regulations in the climbing and bouldering hall and the publication on the homepage www.orbit-interlaken.ch. Users cannot claim any rights from changes.

2. Conclusion of Contract

A contract is concluded when purchasing an admission ticket, a subscription, a rental or when buying a product in the store.

3. Opening Hours

The opening hours can be found on the notice board in the bouldering and climbing hall, and on the website homepage.

4. Admissions and Memberships

4.1 Single entries

Single tickets are valid on the day of purchase, are personal and non-transferable. Misuse of single tickets will result in immediate withdrawal and may lead to a ban from the hall for the original buyer and others involved.

4.2 Discounts

According to price list. They must be claimed on the day of purchase. No discounts without officially valid ID. In the event of a discount, the customer is responsible for providing the relevant identification (student ID, etc.) to hall staff.

4.3. 11 Pass

Entrance passes for 11 tickets are personal and non-transferable. The period of validity begins on the date of purchase and is valid for 10 years. Passes can neither be returned nor refunded.

4.3.1. In exceptional cases (e.g. moving away, transferring pass, etc.), the management may approve the transfer of an 11 pass. To do so, a written application stating the reason must be submitted in advance via e-mail. The recipient of the pass must be in the same price category. An admission fee of one day pass will be charged for transferring of passes.

4.4 Annual Membership

Annual membership passes are personal and non-transferable. The period of validity begins on the date of purchase. Membership cannot be withdrawn, altered (validity, price category) or transferred during their contract.

4.4.1 Interruption of annual membership

In exceptional cases (e.g. pregnancy, illness or accident), the management may authorize a suspension of membership. In all cases, written proof in the form of a medical certificate must be provided in advance.

4.5 Misuse

Misuse of passes will result in immediate suspension and may lead to a ban from the hall for the pass holder and other persons involved. Orbit Mountain AG may also initiate criminal and civil investigation proceedings.

5. Vouchers

Purchased value vouchers cannot be refunded. The validity period starts on the purchase date and ends no later than five years from the issuance date.

Promo vouchers are non-refundable and can only be redeemed for the specified entrance. The unique period of validity is printed on the voucher.

6. Rental Material

6.1. The renter is obliged to take care of any rented materials (climbing shoes, climbing harness, rope, chalk, belay device, etc.). Orbit Mountain AG reserves the right to charge compensation in the event of loss or deliberate damage or contamination.

7. Data Protection

The user data collected for administration is processed and registered by Orbit Mountain AG. The data is only used for our own purposes. If necessary for business relations, the data may also be passed on to third parties. In the event of non-compliant actions (payment arrears, misuse of cards, etc.) by users or third parties, the police and the legally designated authorities will be notified.

8. Card Payment

There is no additional fee applied to the regular price for credit card payments. If a card payment is not possible for technical reasons, Orbit Mountain AG may refuse this in individual cases.

9. Blocking of Sectors

Sectors of the climbing and bouldering hall may be temporarily closed or restricted for free use under occasional circumstances (e.g. competitions, events, route construction, revisions, courses, cleaning, etc.). These closures or restrictions do not entitle users to claim compensation.

10.Requirements, Conduct and Liability

10.1 Requirements

The prerequisite for using the Orbit Mountain AG bouldering and climbing hall is a good general physical and overall mental health condition. Active and passive movements must be possible without physical injury.

10.2 Behavior

Bouldering and climbing are dangerous sports and involve a residual risk. Users are expected to exercise a high degree of personal responsibility and caution. Bouldering, climbing, and any activities on the premises of the ORBIT bouldering and climbing hall is at the user's own risk. Orbit Mountain AG expressly rejects any liability. It is imperative that the usage and safety guidelines, as well as the staff, are abided.

10.3 Liability

Orbit Mountain AG recommends storing valuables safely and not leaving them unattended. Orbit Mountain AG is not liable for the loss of valuables, items of clothing, etc., in particular not for losses in the checkroom lockers.

11. Objects Left Lying Around

Items left within the grounds of Orbit Mountain AG are considered abandoned after three months. Orbit Mountain AG is entitled to establish ownership of these items.

12. Compensation for Damages

Orbit Mountain AG reserves the right to claim compensation for any damage to property or soiling caused intentionally.

13. Courses

Courses from third parties may only be held at ORBIT with the consent of Orbit Mountain AG. The leaders, instructors and supervisors bear full responsibility for their participants.

14.User Regulations and Security Guidelines

The user regulations and the safety guidelines (bouldering and climbing rules of the SAC and VSBK) serve to ensure orderly everyday operations in the ORBIT bouldering and climbing hall in Wilderswil.

15.Force Majeure

If the Orbit Mountain AG facility has to close temporarily due to force majeure factors (natural disasters, fire, epidemic, war, etc.), the customer has no right to a refund of subscription and course costs. This is also applicable in the case that the bouldering hall goes bankrupt as a result of force majeure.

16 Applicable Law and Place of Jurisdiction

Disputes arising from these T&Cs or for other reasons are subject to Swiss law. The exclusive place of jurisdiction for all disputes is Bern.