

Summer Programme 2021

## Terms and Conditions C1, C2 and C3

The NSAC is no travel company and only functions with help of volunteers. The NSAC organises courses and other sports education activities.

### 1. Buildup and content of the agreement

- 1.1. One can only speak of an agreement if the NSAC has received within the application dates a complete application form, within the dates given below all costs of the course from the participant and when the participant has signed the terms and conditions.
- 1.2. The content of this agreement depends on seasonwise terms in the publication of the NSAC.
- 1.3. One can only participate in the NSAC summer courses under the condition that take-in weekends and weekends of sports education have been attended successfully.
- 1.4. The NSAC is in the position to reject participation when the number of applications exceeds the number of available posts. Selection criteria will be communicated to the participants.

### 2. Payment

2.1. The down payment of €100 of the course needs to be cashed at the latest:

- 14th of February to be allowed to participate with the kick-off day or kick-off weekend.

The full costs of the course needs to be received successfully before:

- 20th of June of the relevant year of the summer programme

2.2. Cancellation by the participant:

Cancellation is exclusively a written procedure, where the date at which the cancellation is received will count as the cancellation date. The following payments should be cashed nonetheless:

- When the cancellation is before the 14th of February: no costs
- When cancellation is between 14th of February and before 27th of March: the costs of the kick-off day.
- When cancellation is after the 27th of March: the total price of the course. Exceptions will be made for the costs of accommodation when payments from the NSAC have not yet been done. In this case the accommodation expenses can be returned.

2.3. The total price of the course is an estimation of the costs that will be made. Depending on the location prices may differ, also when a participant chooses for his/her own type of accommodation the difference should be paid by the relevant participant, or will be returned to the participant. In all cases differences from amounts larger than €10 will be recalculated between the participants from the relevant course.

### 3. Cancellation and adjustments by the NSAC:

In cases of bad weather, high avalanche risk, bad conditions of the terrain and of force majeure it might happen that a project will be amended, cancelled or postponed. This will be decided by the head of the organisation of the relevant project or the board of the NSAC.

If a project is cancelled, the participants are in the right reclaiming their payments already done, that have not yet been dispensed on the project.

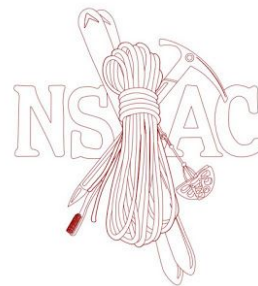
3.1. Damage/ loss:

- The NSAC does not carry any responsibility for damage or loss of personal properties during projects.
- Participants are fully responsible for any damage or loss of properties of the NSAC, SAC and the accommodation of residence.

3.2. Not included:

The costs summed below are not included in the price of the course:

- costs of transport to the location of the course;
- costs of insurance of the individual participants;



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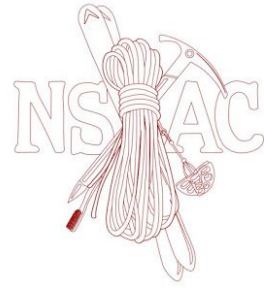
- Gear.
- Other expenses that are reasonably not included in the price of the course.

### 4. Obligations of the participant

- 4.1. The participant needs to be a NKBV member when participating in a course of the NSAC summer programme.
- 4.2. The participant needs to have an adequate insurance for mountaineering sports. Next to this it is highly recommended that the participant also covers him/herself for any cancellation by closing an cancellation insurance.
- 4.3. The participant is obliged to follow all instructions from instructors/guides hired by the NSAC to guarantee a good realisation of the agreement.
- 4.4. The participant is obliged to inform the NSAC about all personal circumstances that can be of relevance for a good participation in the course. Especially medical and stamina-related (physically and mentally) specifics.
- 4.5. Any participant who causes trouble or problems in such a way that the execution of the course will be strongly hindered, that safety of him/herself or others comes into question or who acts disrespectfully towards nature and environment, will be excluded from further participation in the course. All costs that costs related to this will be on the account of the relevant participant(s).
- 4.6. The NSAC claims the right to use photographic material or other recordings of the courses for promotion of the summer programme.
- 4.7. The participant is not allowed to follow the course if he/she has corona related symptoms during the course.

### 5. Liability of the NSAC

- 5.1. Participation in courses of the NSAC is at own risk. Alpinism is a sport of safety management and does have a lot of risks. Only in cases of clear intention or obvious blame, the NSAC is not liable of any damage or consequential damage done to the participant during these courses, unless jurisdictional exclusion is not allowed for the specific case.
- 5.2. The NSAC or SAC is only liable for damage due to absence of material or malacies of the material of it's offered facilities if the absence is the consequence of malfunctioning of the NSAC or SAC.
- 5.3. The NSAC takes no responsibility for:
  - Any circumstances caused by the participant: Insufficient wellbeing or stamina, or insufficient personal equipment, acting/not-acting incorrectly, overestimating oneself's own capabilities or ignoring instructions.
  - Unaware or aware application to the wrong type of course.
  - Not following one or more safety instructions.
  - In case the stamina of the participant appears to be insufficient to participate in the course.
  - Actions or influences of third parties that are not part of the agreement; any circumstances that are not to blame on the NSAC and which can not be blamed on the NSAC by law or any current moral standards.
- 5.4. The participant is to cover him/herself with a fitting travel-, accident- and cancellation insurance. The NSAC does not take responsibility for damage for which the liability is of the above mentioned insurances.
- 5.5. In case the NSAC organised a course with significant shortcomings then the NSAC may be liable to return payments of the course.
- 5.6. All above mentioned exclusions and restrictions to the liability are also valid for instructors hired by the NSAC.
- 5.7. In case any occasion takes place during a course that makes the NSAC responsible, then the responsibility will not exceed the costs covered by the liability insurance of the NSAC, plus the own risk of the NSAC from this insurance.



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5.8. The participant is responsible for any damage done or hindrance caused by acting or non-acting of him/herself.

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