

Summer Programme 2023

Version 1.0 [01-02-2023]

## Terms and Conditions C1, C2+ and C3+

Please note that the NSAC is not a travel company and only runs by virtue of its volunteers. If you have any questions or concerns about the contents of these terms and conditions or about the summer programme, please contact the NSAC Summer Programme Committee at [zp@nsac.alpenclub.nl](mailto:zp@nsac.alpenclub.nl).

### Definitions

**Participant:** Any person who wishes to enter into an Agreement with the NSAC concerning a Course and any person who is entitled to travel under the Agreement;

**Agreement:** The agreement relating to the booked Course, including these general terms and conditions.

**Course:** An event organised by the NSAC with the purpose of teaching alpine mountaineering, to which these terms and conditions have been declared applicable.

**NSAC Summer Programme Committee:** the committee that organises the NSAC Summer Programme on behalf of the NSAC, hereafter referred to as the SP Committee.

**Written:** In writing or electronically, including by e-mail.

### 1. General

1.1. One can only speak of an Agreement if the NSAC has received a complete application form by February 19th 2023, if the Participant has fulfilled their payment obligations by the dates specified below and if the Participant has signed the terms and conditions.

1.2. The content of and dates mentioned in this Agreement can differ per year. The Participant must make sure they have read the latest version as published on the NSAC website. If the NSAC is required to make any changes to the Agreement after its date of publication, the NSAC will make a notification of this and will ask Participants who have already signed the Agreement for that year to revise the changes and sign it again.

1.3. One is eligible to participate in an NSAC summer course under the condition that the kick-off (C1) or the selection day and preparation weekend (C2+& C3+) have been attended and passed successfully.

1.4. The NSAC retains the right to reject Participants if the number of applications exceeds the number of available posts or if a Participant does not meet the selection criteria. Selection criteria will be published online and the selection procedure will be communicated to the Participants.

### 2. Payment

2.1. The down payment of €100 of the course needs to be transferred by :

- February 19th, 2023 23:59 at the latest to be allowed to participate with the kick-off or selection day.

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

June 18th 2023

2.2. Cancellation by the Participant:

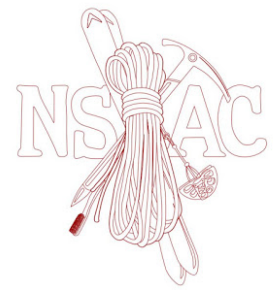
Cancellations will be received exclusively via email to [zp@nsac.alpenclub.nl](mailto:zp@nsac.alpenclub.nl). The date on which the email is received counts as the cancellation date.

The following conditions apply:

- In case of cancellation up to the closing date of registrations, i.e. February 19th, 2023 23:59, no costs will be charged.
- In case of cancellation from the closing date up to the kick-off day (C1) or the selection day (C2+& C3+), the costs of the kick-off or selection day will be charged, i.e. €20.
- In case of cancellation after the kick-off or selection day, the full course fee will be charged.<sup>1</sup>

In case of cancellation up to 28 days before departure, the NSAC Summer Programme Committee will endeavour to find a replacement for this Participant. If there are more qualified candidates than spots

<sup>1</sup> Exceptions will be made for the costs of accommodation, if and only if payments have not yet been pledged by the NSAC to the accommodation in question. In this case the accommodation expenses can be returned to the Participant who cancelled.



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available, this Committee keeps a waiting list from which it will approach possible replacements. The liability for the course fee during this process still lies with the Participant. If a replacement has been found and if they have agreed to the terms and conditions, this liability transfers to them. The Committee cannot guarantee a replacement will be found. The Participant is within their right to suggest a candidate themselves, as long as this candidate can prove they meet the selection criteria published on the website and the terms in this Agreement. The NSAC retains the right to reject any replacement candidate they do not see fit to join the course, based on these selection criteria.

2.3. The total price of the course is an estimate of the costs that will be made. Depending on the location prices may differ. Furthermore, if a Participant chooses his/her own accommodation, the difference will be settled with the Participant. Deviations from the estimated costs - both positive or negative - on the total bill of one course that amount to a difference of more than €10 *per Participant* will be redistributed across the Participants from the relevant course. In case the costs are higher than anticipated, the maximum extra fee that can be charged per Participant is €40.

### 3. Cancellation and adjustments by the NSAC

In case of bad weather, high avalanche risk, bad conditions of the terrain and/or force majeure, a course may have to 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 have the right to reclaim any payments they have already made 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, individual SACs and the accommodation of residence.

#### 3.2. The following costs 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;
- gear;
- other (personal) expenses that are not mentioned as part of the price of the course.

### 4. Obligations of the Participant

4.1. To participate in an NSAC summer programme course, a Participant needs to be a member of a SAC. In case this SAC is not currently party to the NSAC, the Participant needs to be an NKBV member too.

4.2. The Participant is required to have adequate insurance for mountaineering sports. Additionally, it is highly recommended that the Participant also takes out travel insurance that covers cancellation.

4.3. The Participant is obliged to follow all instructions from instructors/guides hired by the NSAC to guarantee their own safety and that of other Participants.

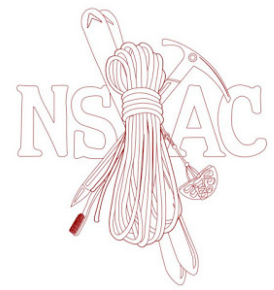
4.4. The Participant is obliged to inform the SP Committee of any personal circumstances that could impact their participation in the course. This includes specifically medical and stamina-related conditions, both mentally and physically. This information will be relayed to your Alpine Instructor for the Participant's safety, so the Instructor can act appropriately in case of an emergency.

4.5. Any Participant who causes trouble or problems in such a way that hinders the course strongly, who compromises their own safety or the safety of others or who acts disrespectfully towards nature and the environment, will be excluded from further participation in the course. Any costs incurred by the NSAC, guide, instructor or the Participant themselves as a result of their behaviour 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 they have to quarantine due to corona-related symptoms under the guidelines currently maintained by the Dutch government.

### 5. Liability of the NSAC



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5.1. Participating in courses of the NSAC is at the Participant's own risk. Alpinism is a sport of safety management and does pose a lot of risks. With the exception of cases of clear malintent or neglect, the NSAC is not liable for any damage incurred on the Participant during these courses or as a consequence of having taken these courses.

5.2. The NSAC or SAC is only liable for damage due to absence of material that should have been provided as per the NSAC packing list as published on the website, or due to malfunctioning of the supplied material, provided it was being used correctly as would be testified to by the Alpine Instructor or guide present.

5.3. The NSAC takes no responsibility for:

- Any circumstances caused by the Participant: insufficient stamina, problems with personal (mental) health, insufficient or inadequate personal equipment and irresponsible behaviour including, overestimating one's own capabilities and ignoring instructions.
- A Participant registering for the wrong type or level of course, either intentionally or unintentionally.
- 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 NSAC is not responsible for any damages for which the liability lies with one of the insurances mentioned in article 4.2. This includes both the mandatory mountaineering sports and the optional, but recommended travel- and cancellation insurance.

5.5. In case the NSAC organised a course with significant shortcomings, the NSAC may be liable for an amount up to the course fee.

5.6. All aforementioned exclusions and restrictions to the liability also apply to the instructors hired by the NSAC.

5.7. In case damage is incurred for which the NSAC is responsible, the damages will not exceed the costs covered by the NSAC's liability insurance, plus the NSAC's deductible from this insurance.

## 6. Complaints

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### 6.1. Complaints during the course

Most complaints can be dealt with during the course itself. Participants should make any complaints about the progress of the course known to the Alpine Instructor and/or guide present. If no leadership is present or if the complaint is not satisfactorily resolved, the Participant should contact the NSAC at the earliest opportunity (this can be done via [zp@nsac.alpenclub.nl](mailto:zp@nsac.alpenclub.nl) or via the phone numbers of the members of the SP Committee, which will be provided before departure).

### 6.2. Complaints after the course

If the complaint has not been dealt with satisfactorily on site, the Participant may submit the complaint In Writing to the SP Committee via [zp@nsac.alpenclub.nl](mailto:zp@nsac.alpenclub.nl) within two months after the termination of the course at the latest, stating reasons. Failure to file the complaint with the NSAC within this time frame will result in a forfeiture of rights, unless this is unreasonable in view of the circumstances of the case.

### 6.3. Response NSAC

The NSAC is obliged to provide a reasoned response within one month of receipt of the complaint.