

General Terms and Conditions (GTC)

Torrent Outdoor Experience OG – Rafting & Canyoning

1. Scope and Contracting Party

These General Terms and Conditions (GTC) apply to all rafting and canyoning tours as well as other outdoor activities offered and conducted by Torrent Outdoor Experience OG, company register no. FN 465021 f, 5400 Hallein, Austria, office@torrent-outdoors.at, +43 660 1917370 (hereinafter the “Organizer”). By booking, the customer accepts these GTC.

2. Conclusion of Contract, Booking and Payment

The contract is concluded upon the Organizer’s booking confirmation (usually by e-mail). The person making the booking warrants that they are booking on behalf of, and with the authority of, all participants named in the booking (group booking), and is liable for their payment obligations as for their own. The Organizer is entitled to request a deposit at the time of booking; unless otherwise agreed, the remaining balance is due before the start of the tour.

For online bookings, please note that pursuant to Section 18 (1) no. 10 of the Austrian Distance and Off-Premises Contracts Act (FAGG), no statutory right of withdrawal applies, as this concerns a leisure service booked for a specific date.

3. Participation Requirements

Each participant confirms that they possess the mental and physical fitness required for the selected activity, as well as sufficient swimming ability in flowing water. Persons under the influence of alcohol, drugs, or impairing medication are excluded from participation. For safety reasons, participation in rafting and canyoning tours is not possible during pregnancy. Participants under 18 years of age require the consent of a parent or legal guardian.

4. Safety and Risk

Rafting and canyoning are adventure activities that cannot offer the comfort and safety of an ordinary leisure event. Tours are conducted by state-certified guides in accordance with current safety standards and are carefully planned; a thorough briefing is given before each tour. Nevertheless, a residual risk remains that cannot be entirely excluded. Guides’ instructions must be followed at all times without exception.

5. Programme Changes, Cancellation and Exclusion of Participants

The guide may amend, restrict, or cancel the programme in the event of unforeseen circumstances affecting safety (e.g. high water levels, sudden changes in weather, insufficient ability of the group); in such cases, the Organizer may withdraw from the contract. Participants who breach these GTC, or who fail to bring the necessary requirements, may be excluded from the tour. Injuries and damage must be reported to the guide immediately. The actual duration of a tour may differ from the indicative times stated on the website/brochure.

6. Minimum Number of Participants

A minimum of 5 participants is required to run a tour. If this number is not reached, we will offer an alternative date or refund the price already paid in full. Cancellation will be communicated as soon as possible.

7. Liability

For personal injury (loss of life, bodily injury, or damage to health), the Organizer is liable in accordance with statutory provisions. For all other damages (property and financial loss), liability of the Organizer and its guides, on whatever legal grounds, is limited to gross negligence and intent; no liability is assumed for damage arising from activities beyond the booked programme.

For services provided by third parties (e.g. accommodation, meals, transfers), the Organizer is only liable for proper arrangement. Travel to and from the tour area by private vehicle is not part of the programme; no liability is assumed for this.

Rescue costs (e.g. emergency helicopter, mountain rescue) are to be borne by the affected participant unless covered by the Organizer’s existing liability insurance. We recommend taking out accident and personal liability insurance.

Whoever borrows equipment is liable for its proper return and for any deliberate damage. The Organizer holds commercial liability insurance covering all programmes.

8. Special Conditions for Rafting Tours

Participation requires confident swimming ability in flowing water. During the trip, the helmet's chin strap and the life jacket's buckle must remain fastened. Each participant assists in carrying the boat to and from the vehicle and must take particular care when boarding and disembarking (shallow spots, slippery rocks, current). Any participant who deliberately damages the boat or equipment is liable for the damage.

9. Special Conditions for Canyoning Tours

The route mostly follows pathless, at times slippery terrain with a risk of falling rocks; increased caution is required. Sections at risk of falls may only be crossed with safety equipment and under the guide's supervision. Jumps are only permitted with the guide's explicit approval and must strictly follow their instructions; if in doubt, the participant must inform the guide, who will provide a safe alternative. Each participant is responsible for maintaining secure, non-slip footing and continuous visual contact with the group and the guide. Harness, helmet, and carabiner must remain securely fastened at all times; any irregularities must be reported immediately. Sturdy, non-slip footwear is required; professional canyoning shoes are available for hire on request.

10. Photos and Videos

During tours, we occasionally take photos and videos, which may also be used for promotional purposes (website, social media); there is no entitlement to such photos or videos being taken or made available. By booking, participants consent to the use of group photos in which they appear. Only images that are neither suggestive nor an invasion of privacy will be used. For further information on the processing of personal data, please refer to our privacy policy at [\[website/privacy link\]](#).

11. Cancellation by the Customer / Cancellation Fees

In the event of cancellation prior to the start of the tour – regardless of reason – the following cancellation fees apply:

- 14–7 days before the tour: 30% of the tour price
- 7–3 days before the tour: 50% of the tour price
- from 2 days before the tour, or in case of no-show: 100% of the tour price

We recommend taking out trip cancellation insurance. Services not used give rise to no refund.

12. Force Majeure

If the performance of the tour is significantly impeded, endangered, or affected by force majeure that was unforeseeable at the time the contract was concluded, or if the safety of customers can no longer be guaranteed, either party may withdraw from the contract after considering a possible postponement or an equivalent replacement programme. In this case, amounts already paid will be refunded; no further claims exist.

13. Prices

All prices are per person and include the statutory VAT applicable at the time, unless stated otherwise.

14. Data Protection

Personal data is processed in accordance with our privacy policy, available at [\[website/privacy link\]](#).

15. Final Provisions

Austrian law applies. To the extent legally permissible, the place of jurisdiction is the court responsible for 5400 Hallein. The contract and business language is German. Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.