

## **General travel and contractual terms and conditions of Travel Gallery GmbH, Horw, Switzerland**

We are grateful for your interest in the services of Travel Gallery GmbH and for your confidence in us.

### **1. Scope and application of these general contractual terms and travel conditions**

1.1 These terms and conditions apply to the legal relationship between you and Travel Gallery GmbH (hereinafter Travel Gallery) for travel arrangements arranged by Travel Gallery.

1.2 These terms and conditions do not apply to the following travel arrangements and services: 'flight only' arrangements and individual services or special travel arrangements such as yacht charter, trip by Ferrari, etc., where the general contractual and transport terms and conditions are those of the airlines and service providers concerned. In these cases, Travel Gallery is not your contractual party.

### **2. Contract**

2.1 The agreement between you and Travel Gallery comes into effect with the unconditional acceptance of your booking by Travel Gallery. From this time on, the rights and obligations arising from the agreement (including these general contractual terms and travel conditions) take effect both for you and for Travel Gallery.

2.2.1 If the person making the booking includes further participants in the travel arrangement, he or she is responsible for their contractual obligations (in particular for payment of the price of the travel arrangement) just as s/he is for her/his own obligations.  
The contractual agreements and these general contractual terms and travel conditions apply for all participants in the travel arrangement.

2.2.2 Travel Gallery may request a signed booking form.

### **3. Services**

Our services are as described in the advertisement or in our offer. Special requests made by you or extra arrangements are part of the contract only when we confirm them unconditionally in writing or by e-mail.

#### **4. Prices and conditions of payment**

- 4.1.1** The prices for the travel arrangements can be seen in the advertisement or in our offer. The listed prices apply to cash payments or bank transfers and are invoiced in the relevant currency of the offer. The prices include statutory value added tax. If local taxes and fees are charged, the amount of these taxes is indicated as a separate surcharge in the offer.

In the case of prices in foreign currency (e.g. in Euros or US dollars), you may choose at the time of the booking to pay these in the foreign currency indicated or in Swiss francs. If you take the option of having the foreign currency amounts payable in Swiss francs, the conversion rate applied will be the one valid on the day of confirmation.

For changes in prices see section 6.

#### **4.2 Terms of payment and travel documents**

- 4.2.1** Unless otherwise indicated, the whole invoiced amount is due at the time of the definitive placing of the booking.
- 4.2.2** Failure to pay for the booked services at the proper time entitles Travel Gallery to cancel the travel arrangement and to demand cancellation charges in accordance with section 5.2.

#### **4.3 Late and last minute bookings**

If you book your trip less than 7 days prior to departure and thus involve us in additional inquiries regarding availability of services, we will bill you, in addition to the customary administration fees for communications costs, a service charge amounting to 100.00 Swiss francs per booking.

In the case of late bookings the total invoiced amount is due immediately on acceptance of the contract.

#### **4.4 Booking fees**

- 4.4.1** We would like to point out that in addition to the indicated prices, additional charges may be imposed for bookings and administration.
- 4.4.2** In the case of written and e-mail offers for individual travel arrangements, an administration fee amounting to a minimum of 150.00 Swiss francs and a maximum of 500.00 Swiss francs is payable (determined according to hours worked). This amount will be charged if no booking process ensues. At the completion of the booking process administration fees will be calculated as indicated in the offer.

4.4.3 At your request, Travel Gallery will be happy to obtain any visas required; this involves an administration fee.

**4.5 Travel documents and delivery address:** once your payment in settlement of the total billed amount has been received, the documents will be given to you or sent to you. You will normally receive the documents 10 to 14 days prior to departure. Travel Gallery will send the documents to the address indicated in the booking. Should you not be contactable at the address given in the booking before the services provided by Travel Gallery commence, you are personally responsible for the forwarding of the documents or for providing Travel Gallery with the new delivery address. Depending on mode of travel and destination, the travel documents will be held on site for you.

## **5. You change your booking or travel schedule or are unable to travel (cancellation)**

### **5.1 General remarks**

If you wish to modify a booking or cancel the travel arrangement, you must inform us in writing or by e-mail.

5.2 Travel Gallery complies with the travel guidelines of the Federal Department of Foreign Affairs (DFA) and/or the announcements from the Federal Office of Public Health (FOPH) (Switzerland). Should these Federal bodies expressly advise against travelling to a country you have booked for, you may modify your booking free of charge during a period to be determined on an individual basis. The travel documents already received must be returned to us at the same time. In the case of cancellation of the booked travel arrangement, no cancellation fees will be payable, but administration fees in accordance with section 5.3 will may be required. Insurance premiums and visa costs must still be paid. If neither the DFA nor the FOPH expressly advise against travel to the country you have booked for, the following conditions apply.

### **5.3. Administration fee**

In the case of a change in booking, such as change of name, the naming of a substitute traveller, a change of travel dates, of booked extra services, of the destination or place of departure, etc., or in the case of a cancellation, a minimum of CHF 100.00 and maximum of CHF 400.00 Swiss francs per booking will be charged as an administrative fee (for cancellation charges see section 5.4).

In the case of alterations or changes of booking falling outside the time limits indicated in the description of the travel arrangement, the conditions of cancellation set out in section 5.4 apply.

#### **5.4. Cancellation charges**

5.4.1. In the case of alterations, changes in bookings or cancellations less than 30 days before departure, in addition to the administration fee (section 5.2), the following cancellation charges are payable:

30 – 15 days before departure	30 %
14 – 8 days before departure	50 %
7 --1 days before departure	80 %
On the day of departure	100 %

#### **5.4.2 Exceptions**

In the case of special travel arrangements such as tours, rail journeys, air tours and so on, special conditions may apply. These will be indicated by Travel Gallery in writing or by e-mail on the booking of the arrangement concerned.

5.4.3 The decisive criterion for the calculation of the date of cancellation or modification is the date that your written explanation or e-mail is received by us; in the case of Saturdays, Sundays and Swiss public holidays, the next working day applies. In the event of any dispute, the customer is required to prove when the communication reached Travel Gallery.

#### **5.5 Changes in flight bookings**

Depending on the applicable tariffs, rebooking and cancellations may not be possible. Special fares are subject to strict conditions relating to booking changes and cancellations. Accordingly, we recommend that you take out travel insurance.

### **6. Changes in advertisements, price changes and changes in transport arrangements**

#### **6.1 Changes prior to contract**

Prior to your booking, Travel Gallery expressly reserves the right to change details given in the brochure, descriptions of services, and the prices stated in the brochures, on its internet site and in its price lists. In the event that this happens, we will inform you before the contract is concluded.

#### **6.2 Changes in prices subsequent to contract**

Price increases can result from

- a) Post-booking increases in transportation, accommodation and rental charges (including fuel surcharges in the case of transportation)
- b) Newly introduced or increased national taxes or fees (such as airport taxes, landing fees, security taxes, disembarkation and embarkation fees, introduction or increase of taxes or government charges, government imposed price increases, etc.) or

- c) Changes in currency conversion rates.

If the costs of these travel services increase, the differences may be passed on to you. The travel will accordingly be higher.

The price increase may be imposed at the latest three weeks before the beginning of the travel arrangement booked. If the price increase amounts to more than 10 per cent of the total bill, you have available to you the rights listed under section 6.4.

### **6.3 Changes in programme, changes in transportation subsequent to your booking and prior to travel**

In your interest, Travel Gallery also reserves the right to modify the travel programme or individual agreed services (such as mode of travel, means of transport, airlines, departure times, etc.), if required to do so by force majeure, unforeseen or unavoidable circumstances, etc. Travel Gallery will endeavour to offer you substitute services of equivalent value.

Travel Gallery will inform you as quickly as possible about such changes and about the effect they may have on price.

### **6.4 Your rights in the event of increased prices, programme changes or changes in transportation subsequent to contract**

If the change of programme or modification of individual agreed services leads to a substantial change in an essential contractual item, or if the increase in price amounts to more than 10 per cent, you have the following rights:

- a) you may accept the amendment to the contract;
- b) you may within five days following receipt of our communication withdraw from the agreement by giving notice in writing or by e-mail, and you will be reimbursed without delay for amounts already paid;
- c) or you may within 5 days of receipt of our communication indicate that you wish to partake in a substitute equivalent travel arrangement as suggested by us. We will do our utmost to offer such an arrangement. If the substitute arrangement is less expensive, you will be reimbursed the price difference. Should the substitute arrangement be more expensive, you will still pay only the originally agreed price.

If we receive no response from you in accordance with b) or c) above, you are assumed to be in agreement with the price increase, the programme change or the alteration of the individual agreed services (the 5 day limit is complied with if your response is sent via the Swiss post office or e-mail on the 5<sup>th</sup> day). In the event of any dispute, the client is required to prove that the communication was sent in good time and was received by Travel Gallery.

## **7. Cancellation by Travel Gallery**

### **7.1 Cancellation on grounds for which you are responsible**

Travel Gallery is entitled to cancel your travel arrangement if through your actions or omissions you provide cause for such cancellation. In this event, Travel Gallery will reimburse all monies already paid; further claims are excluded. Cancellation charges in accordance with 5.2 ff. and further claims for damages are reserved.

### **7.2 Minimum number of participants**

For all travel arrangements offered by Travel Gallery, a certain minimum number of participants applies, which is indicated on the travel advertisement concerned. If the minimum number of participants is not reached, Travel Gallery may cancel the travel arrangement at the latest 3 weeks prior to departure.

### **7.3 Force majeure, violence, strikes, official measures etc.**

In the event that unforeseen or unavoidable events, force majeure (e.g. natural disasters, epidemics, outbreaks of violence), official measures or strikes etc, make the travel arrangement considerably more complicated, make it dangerous, or render it impossible, Travel Gallery may cancel the programme.

## **8. Program changes and lack of services during travel**

**8.1** Travel Gallery may modify the programme or individual services on legally permitted grounds, provided such action does not produce substantial changes in the programme or change the nature of the travel arrangement.

## **9. You begin your travel arrangement but cannot complete it**

Should you end your booked travel prematurely, the price of the booking cannot be reimbursed. Any unused services will be refunded, with the deduction of an appropriate administrative fee, provided they are not charged to Travel Gallery.

In cases of urgency (e.g. personal illness or accident, serious illness or death of a close relative), the agency providing the services will supply whatever assistance is possible in organising your prompt repatriation.

Any costs involved, such as for transportation, etc., will be your responsibility. In this regard do not overlook the possibility of taking out travel insurance covering repatriation, as this is not included in the cost of the travel arrangement. Your booking centre will be happy to provide further details.

## **10. Complaints**

### **10.1 Complaints, time limits for complaints and demands for redress**

If the travel arrangement does not correspond to the booked agreement, or if you suffer a loss, you are obliged without delay, i.e. on the same day if possible, to complain to the service provider of this shortcoming or loss and request that the matter be remedied free-of-charge by the service provider.

**10.2** The service provider will endeavour to provide a remedy within a time limit appropriate to the travel arrangement booked. If no remedy is forthcoming within a time limit appropriate to the travel arrangement, or if the remedy is inadequate, you should obtain written confirmation from the service provider of the shortcomings or loss complained of and of the unsuccessful attempts to remedy the same. The service provider is not entitled to recognise any claims for damages or similar on behalf of Travel Gallery.

Should you for any reason be unable to contact the service provider, you should contact us directly. The necessary details on this will be given to you with your travel documents.

### **10.3 Personal remedy**

If no remedy is forthcoming within a time limit appropriate to the travel arrangement, and the shortcoming is a serious one, you are entitled to seek a remedy yourself. The costs you incur in doing so will be reimbursed by Travel Gallery to the extent that they correspond to the travel arrangement originally booked (hotel category, means of transport etc.) and provided you have complained of the shortcoming and have requested a written confirmation (section 10.1 and 10.2) (s. section 11).

### **10.4 Making a claim against Travel Gallery**

Should you wish to make a claim against, or seek a refund or compensation from Travel Gallery, you must submit your complaint in writing to Travel Gallery within one month following the contractual ending of your travel arrangement. Your complaint must be accompanied by the confirmation of the service provider and any evidence you may have.

### **10.5 Forfeiture of rights**

If you should fail to notify us of the shortcomings or losses in accordance with sections 10.1 and 10.2, you will lose and forfeit all rights to a remedy, personal remedy, price reduction, termination of the agreement, or damages, etc. The foregoing also applies if you fail to lodge your claim in writing against Travel Gallery within one month of the end of the travel arrangement.

## **11. Liability of Travel Gallery**

### **11.1 General Remarks**

**11.2** Travel Gallery will recompense you within the terms of the provisions indicated below for the value of agreed services that were not provided or were provided deficiently, of extra costs you have incurred or loss you have suffered, insofar as it was not possible for the service provider or Travel Gallery to provide an equivalent substitute service on the spot.

### **11.3 Limitations and exclusions**

#### **11.2.1 General limitation of liability**

Travel Gallery is liable to you in terms of the applicable statutory provisions and international agreements; this excludes liability for damages or reduced services caused by minor negligence.

#### **11.2.2 International agreements and national legal regulations**

Where international agreements and national legal provisions contain limitations or exclusions on compensation in the case of loss or damage arising from non-fulfilment or inappropriate fulfilment of contractual obligations, Travel Gallery accepts liability only in terms of these agreements and legal provisions.

International agreements and national legal provisions on limitations and exclusions of liability are especially prevalent in the transport sector (such as in air transport, ocean-going navigation and in rail travel). The right is reserved to impose additional limitations or exclusions of liability in these general terms and conditions of business.

#### **11.2.3 Exclusions of liability**

Travel Gallery is not liable to you if the non-fulfilment or the inappropriate fulfilment of the agreement is caused by the following:

- a) omissions of yours before or during the travel arrangement;
- b) unforeseen or unavoidable omissions by third parties who are not involved in the provision of the contractually agreed services;
- c) force majeure or an event that Travel Gallery, the agent or the service provider could not foresee or avoid despite the exercise of due care.

In these cases, Travel Gallery is under no obligation to pay damages.

#### **11.3.4 Personal injury**

For personal injury resulting from the non-fulfilment or inappropriate fulfilment of the agreement, Travel Gallery may be held liable in terms of these general terms and conditions within the scope of the relevant international agreements and national legal regulations.

#### **11.2.5 Other loss or damage (property damage or financial losses etc.)**

In the case of other loss or damage (such as property damage or financial losses) arising from the non-fulfilment or the inappropriate fulfilment of the agreement, the liability of Travel Gallery is limited to the maximum travel price per person. The foregoing is subject to any further limitations or exclusions of liability contained in these general terms and conditions or relevant international agreements and national legal regulations.

Liability for punitive damages is excluded.

#### **11.2.6 Disclaimer for lost vacation time, frustration etc.**

Travel Gallery is not legally liable for lost vacation time, damage caused by frustration, etc.

#### **11.2.7 Valuables, cash, jewellery, credit cards, etc.**

We draw your attention expressly to the fact that you are personally responsible for ensuring the safety of valuables, cash, jewellery, credit cards, cameras, video equipment, mobile telephones, etc. In hotels, valuables and so on must be placed in the safe. Under no circumstances should you leave these articles in an unsupervised vehicle, etc., or anywhere else where there is no supervision. In the event of the theft, loss, or damage of these articles, or abuse involving misplaced cheques and credit cards, mobile telephones, etc., we accept no liability.

#### **11.2.8 Bus, rail, air and ship timetables, etc.**

Even the most careful organisation of travel arrangements cannot guarantee that these timetables will always be adhered to. Delays can result as the very consequence of mass travel, with bottlenecks, accidents, overburdening of airports, diversions, delayed border formalities, etc. In all of these cases, we accept no liability. We strongly advise you to take possible delays into consideration when planning your travel arrangements.

#### **11.4 Lack of services due to force majeure or other circumstances unforeseen and unavoidable by Travel Gallery and the service providers**

If services are not provided as a result of force majeure or of other unforeseen or unavoidable circumstances, the portion of the cost relating to services that could not be provided, calculated objectively, will be refunded, provided Travel Gallery is not required to pay for these services or is reimbursed for them. Services made use of must be paid for. Payment for any substitute services is your responsibility.

#### **11.5 Events during the travel programme**

Outside the agreed programme, local events or excursions may sometimes be booked during the travel arrangement. It cannot be excluded that such events and excursions may be associated with risks. It is

entirely up to you whether or not you participate in these events and excursions. These events and exclusions are organised by third party companies (third-party services). Travel Gallery is not your contractual partner and cannot accept any liability for such third party services.

**11.6 Non-contractual liability**

Non-contractual liability is determined by the relevant statutory provisions. These general terms and conditions reserve further limitations or exclusions of liability.

**12. Insurance**

The taking out of insurance covering cancellation costs is mandatory and you will receive information on this at the time of booking.

Should you already have private insurance covering cancellation costs, you may refuse the mandatory insurance by signing a written waiver on booking.

The liability of the travel, transport and airline companies is limited. Travel Gallery therefore recommends that you obtain additional insurance cover, e.g. baggage insurance, travel accident and illness insurance, additional repatriation insurance, etc.

Insurance benefits are governed by the relevant insurance policies.

**13. Entry, visa and health regulations**

13.1 At the time of the booking, the nationality of all those participating in the travel arrangement must be confirmed so that Travel Gallery can make you aware of travel regulations.

13.2 You alone are responsible for compliance with regulations relating to passports, visas, customs, currency and health. Travel Gallery accepts no responsibility for refusal of entry as a result of visas that have not been obtained or received.

13.3 Travel Gallery would like to point out that in the case of a refusal of entry you are responsible for the costs of a return passage. Travel Gallery also wishes to emphasise here the legal consequences of importing banned goods or other proscribed items.

**14. Check-in times and return flight confirmation**

Travel Gallery indicates in your travel documents the times for airport check-in. These times must be respected absolutely, otherwise you lose your right to transportation and other services by the airlines. You are responsible for arriving at the airport in good time.

In the case of unaccompanied travel, you are responsible for reconfirming your return flight. Failure to reconfirm can lead to the forfeiture of your flight, and any additional costs involved will be your responsibility.

**15. Guarantee**

Travel Gallery participates in the indemnity fund of the Swiss travel industry and guarantees all sums you pay in connection with a booked package tour.

**16. Ombudsman**

**16.1** Prior to any litigation, you should approach the independent Ombudsman of the Swiss travel industry. The Ombudsman will make every effort to achieve a fair and balanced settlement of any problems arising between you and Travel Gallery or the travel agent with whom you made your booking.

**16.2** The address of the Ombudsman is:  
Ombudsman der Schweizer Reisebranche  
Postfach  
CH-4601 Olten

**17. Governing law and jurisdiction**

**17.1** The legal relations between you and Travel Gallery are governed by Swiss law.

**17.2** The invalidity of any provision of the travel agreement does not invalidate the entire agreement. In such a case a replacement provision must be agreed that corresponds as closely as possible to the original provision but which is legally valid.

**17.3** The exclusive place of jurisdiction is agreed as **Horw (Switzerland)**.

Travel Gallery GmbH, Stirnrütistrasse 45, CH-6048 Horw, Schweiz