

General Terms and Conditions (GTC)

1. Scope of Application

These General Terms and Conditions govern the legal relationship between the tour operator Best of Switzerland Tours AG (hereafter "TO") and the tour participants as well as third parties booking tours for tour participants or acting as agents for tours (hereafter "Customer(s)") for all services provided by TO, in particular the organization of excursions (hereafter "Tour(s)") and their guiding as far as tour guiding is not provided by third-party providers. For all activities of third-party providers, TO merely acts as an agent; however, such activities are carried out in the name of and according to the terms and conditions of the third-party providers. The present GTC form an integral part of any individual contract independently of the medium through which the contract is closed.

2. Conclusion of Contract / of Booking

Bookings can be made through different distribution channels (internet, travel agency, hotel, tourist information, etc.) by telephone, e-mail, fax or in person. For free participation, too, a booking must be made. Otherwise, TO may exclude the participant and, in case of minors, also their accompanying person (see section 7) from the Tour. On the occasion of the booking, Customers shall inform TO of their credit card details. If bookings for Customers are made by third parties (including bookings of Customers for other Customers), such third parties are liable both for payment of the booked service and Customers' agreement to these GTC. The contract between the Customer or the third party making the booking, respectively, and TO is concluded with the unconditional acceptance of the booking by TO. Through the booking, the Customer as well as any third party making the booking accept the present GTC as binding. TO will not accept any non-binding reservations.

3. Rates and Terms of Payment

The Tour price per person (hereafter "Tour Price") is stated in the price list in Swiss francs. All prices are quoted including VAT. Prices are subject to change according to section 6. The Tour Price is due at the time of booking.

4. Cancellations / Changes in Bookings by the Customer

TO does not offer any cancellation insurance.

4.1 Regular Tours (Seat-in Tours)

Regular Tours can be cancelled up to 24 hours before the Tour start free of charge.

In case of cancellation less than 24 hours before the Tour start and in case of no-show, the full Tour Price per Customer is charged.

Changes in bookings less than 24 hours before the Tour start are not possible.

The terms of cancellation / changes in bookings as mentioned above also apply to bookings that are made less than 24 hours before the Tour start.

Exception to above: For Multi-day tours a cancellation period of 48 hours before the Tour start apply.

4.2 Private Tours

Cancellations and changes in bookings (i.e. any change in the Tour, in the number of Customers or in the Tour date) must be made in writing (including fax or e-mail) and are legally binding upon confirmation by TO. For any change of booking a handling fee of CHF 150 in addition to any additional costs of the Tour is due. In case of cancellation the following fees apply:

Up to 30 days prior to the Tour start: handling fee of CHF 150
 30 to 10 days prior to the Tour start: 30% of the cancellation amount
 09 to 04 days prior to the Tour start: 50% of the cancellation amount
 03 - 0 days prior to the Tour start: 100% of the total amount of the initially booked Tour

Any deviating terms of cancellation are communicated by TO in the confirmation of booking.

Acceptance of any changes in private Tours previously confirmed by TO is at TO's free discretion.

5. Cancellation by TO

It is at TO's free discretion to cancel a Tour that is jeopardized, considerably hindered or made impossible due to force majeure, meteorological hazard, official measures, political disturbances, strikes, demonstrations, difficult traffic conditions, closed roads or similar unforeseeable events. The same applies if the minimum number of 5 participants paying the full Tour Price is not reached for regular tours. The Tour Price that has already been paid will be refunded, further compensation claims are excluded.

6. Changes in Tour Prices or Services

TO reserves the right to change the Tour Price according to the price list or the agreed Tour Price, respectively, in case of extraordinary circumstances. Extraordinary circumstances are in particular:
 - changes in the rates of third-party providers, e.g. of transportation companies
 - newly introduced or raised taxes, charges or fees

Changes in Tour Prices in case of extraordinary circumstances are communicated 3 weeks prior to the Tour start at the latest. If the difference between the new and the initial Tour Price exceeds 10%, the Customer is entitled either to withdraw from the contract upon written notice within 5 days after communication of the change in Tour Prices against full refund of any Tour Price already paid or to book an alternative Tour of TO in the value of the initially booked Tour without any rebooking fee. Further compensation for damages is excluded.

TO reserves the right to change the Tour program at any time, prematurely curtail the Tour or offer alternative solutions in case of extraordinary circumstances. Any additional costs of the Tour shall be borne by the Customer. TO undertakes to immediately inform the Customer of any changes in services and/or in the program. If the alternative solution is more expensive than the initially booked Tour or unreasonable for the Customer, Customer is offered withdrawal free of charge. Refunds are effected in the same way as payment has been made. Further compensation for damages due to change(s) in Tour Prices or services is excluded.

7. Terms of Participation

Tours are offered subject to the terms published by TO (e.g. with regard to language, Tour guiding, etc.). Lead Tour participants must identify themselves at the check-in before the Tour start by showing their ID or passport according to the booking; otherwise, TO may exclude both the lead Tour participants and Customers for whom the booking was made from the Tour without refund of the purchasing price. For Tours abroad, all Customers must have their ID or passport with them. Minor Customers must be accompanied by a person having the power of representation. Coaches are not equipped with a ramp. Disabled Customers who need assistance in getting on and off the coach are requested to organize such assistance themselves. Pets are not allowed with the exception of companion dogs for disabled persons. Customers undertake to inform TO of any health problems. Adequate health and accident insurance coverage is the responsibility of the Customers (including supplementary insurance against sports accidents in case of Tours with sports activities). Joining a Tour under the influence of drugs, medicines and/or excessive alcohol is not permitted. Customers undertake to strictly comply with these GTC, the terms of participation of third-party providers, the instructions of TO, of third-party providers, of support staff as well as external Tour guides and rescue staff. Furthermore, Customers are obliged to wear seat belts and to use child safety seats, if applicable. TO reserves the right to exclude a Customer from the Tour with immediate effect in case of health problems, non-compliance with the terms of participation or violation of these GTC or any instructions. In case a minor Customer is excluded, the accompanying person is also excluded from the Tour. In case the exclusion is made prior to the Tour start, the terms of cancellation apply analogously. In case the exclusion is made during a Tour, the Customer has no right to a refund of the Tour Price. In case of exclusion, any and all claims for damages against TO are excluded.

If the Customer is not present in time at the departure respectively meeting point for the start of or during the Tour, TO reserves the right to exclude the Customer from the Tour after a waiting period of 5 minutes for a half-day Tour or 10 minutes for a day Tour and to depart without the Customer. In this case, the Customer is neither entitled to a refund of the Tour Price nor may the Customer claim any damages. Furthermore, Customer must pay for any additional costs (e.g. transportation back to the starting point) him- or herself.

8. Liability

8.1 Limitation of TO's Liability

Customers undertake all activities at their own risk. Any liability of TO is limited to the Tour Price as well as any direct damages caused willfully or by gross negligence by TO. TO's liability for slight negligence, assisting persons as well as consequential damages and lost profit is excluded. TO does not assume any liability in case of non-fulfilment of contractual obligations that results from omissions or contract violation by the Customer (in particular due to violation of the terms of participation in section 7). In case of cancellation of a Tour, TO is only liable for the refund of the Tour Price if no alternative Tour is offered. TO does not assume any liability for the disappearance of personal items, cash, valuables, luggage, photographic equipment, etc. as well as loss, theft, damage or misuse of checks and credit cards.

8.2 Exclusion of Liability for Offers of Third-party Providers and in Case of Force Majeure

TO does not assume any liability for the offers and services of third-party providers nor does TO assume any liability for damages based on circumstances that are beyond TO's control, such as force majeure, natural events, catastrophes, changes in program due to non-adherence of train, bus or ship transportation companies or other third-party providers to their schedules, etc. Customer undertakes to claim any damages directly from the third-party provider.

8.3 Customer's Liability

All activities for which TO acts as an agent and which are carried out by third-party providers or are organized and/or carried out by Customers themselves incur at Customer's own risk. TO is not liable for the consequences of any accident. TO expects from each Customer a considerable degree of personal responsibility. Customers only participate in activities that are compatible with their physical condition, in particular their health and physical efficiency. Customers are in particular responsible for an adequate equipment (clothing, footwear, sun protection, etc.).

9. Deadline for the Assertion of Claims

Customers' claims towards TO due to non-fulfilment or fulfillment not in accordance with the contract must be asserted within 30 days after the contractually agreed Tour date in writing with a detailed explanation of the claims. A complaint vis-à-vis the Tour guide is not sufficient. Claims received by TO after expiry of this deadline cannot be accepted anymore, except if Customers prove that they were faultlessly prevented from meeting such deadline.

10. Data Protection

Customers agree that their data, in particular Customer's name, address, telephone number, birth date, nationality, gender and credit card details, are collected by TO for the carrying out of certain Tours according to the contract. Such data can be forwarded to third-party providers.

11. Amendments to these GTC

TO may amend these GTC at any time. Such amendments are legally binding upon notice to the Customer or publication on <https://www.switzerland-tours.ch/>.

12. Severability

In case any of the provisions of these GTC shall be held or become invalid, void or unenforceable in any other way, the validity of the remaining provisions shall not be affected thereby. In case of unenforceability of a provision, such provision shall be replaced by an enforceable provision that reflects the intention and purpose of the invalid provision as closely as possible. The same procedure applies if a gap in these GTC becomes evident.

13. Applicable Law and Place of Jurisdiction

Swiss law shall apply to the legal relationship between the Customer and TO (with the exclusion of conflict of law rules). For claims against TO, the **exclusive jurisdiction of the ordinary courts at the seat of TO** is agreed.