

## Terms and Conditions

When you book a packaged tour or a tailor-made tour ("the Tour") with Tour 168 of Switzerland GmbH ("Tour 168"), you ("the Traveller") agree to the terms and conditions as stated below.

### 1. Booking and Payment of Tour

- a. The minimum age of the Traveller travelling alone is 21 on the date of arrival.
- b. A contract between the Traveller and Tour 168 is concluded when:
  - Tour 168 has received the completed and signed booking form (by fax, e-mail or post) and
  - Tour 168 has confirmed the participation.
- c. Once the participation has been confirmed, an advance payment of CHF300 per person must be made. The entire fee must be in our bank account at the latest 6 weeks before the Tour starts. In case of a booking later than 6 weeks before the Tour starts, the entire fee is due immediately.
- d. Tour 168 reserves the right to cancel the contract if the fee has not been transferred in time and/or the total amount has not arrived in the bank account. Tour 168 will charge a handling and cancellation fee (see paragraph 3b and 3c).
- e. The Traveller will receive the detailed documentation latest 10 days before the Tour starts.

### Booking and Payment for a Short Trip:

- f. The contract between the Traveller and Tour 168 is concluded when:
  - Tour 168 has received a registration by phone or e-mail and
  - Tour 168 has confirmed the participation.

### General

- g. Any disabled Traveller requiring special attention must be reported to Tour 168 at the time of booking or reservation (see paragraph 12).
- h. The Tour 168 van takes a maximum of 12 travellers. The applications are considered in the order we receive them.
- i. The fee must be paid in Swiss Francs (CHF).

### 2. Activities

When the Traveller does activities like skiing, snowboarding, ice-skating, summer or rodel tobogganing etc, he/she concludes a contract for these activities directly with the third party.

### 3. Cancellation and Cancellation Fees

- a. Written notification is obligatory in case of cancellation on the part of the Traveller.
- b. In any case of a cancellation, the Traveller must pay a handling fee of CHF80.— per person. (Not applicable for short trips.)
- c. In addition to the handling fee, the following cancellation fees will be charged:

<u>Cancellation Periods</u>	<u>Cancellation Fees</u>
45-22 days	30% of tour price
21-8 days	50% of tour price
7-1 days	80% of tour price
On arrival date or by non-attendance	100% of tour price
- d. The Traveller can transfer the Tour to another person. This must be announced to Tour 168 in writing. The new Traveller must in addition, complete and sign the registration form and fax or mail it to Tour 168. The former and new Traveller are together liable for the payment of the total Tour price including the handling fee. (Not applicable for short trips.)
- e. Tour 168 recommends taking out a travel insurance for cases of cancellation.

### 4. Cancellation of a Booking by Tour 168

- a. The minimum number of Travellers is 6. In case there are not enough bookings, Tour 168 will recommend as an alternative, another date for a Tour about 30 days before the Tour starts. If

the Traveller does not accept the new date, the full paid amount will be reimbursed. Further claims of the Traveller are ruled out.

- b.** Tour 168 is authorized to cancel the itinerary in case of "Acts of God", regulatory sanctions or other non-predictable or unavoidable incidences which complicate and endanger the Tour. In such a case, the full paid amount will be reimbursed. Further claims of the Traveller are ruled out.

## **5. Itinerary Modification**

Tour 168 is authorized to modify the itinerary, the order of the succession of the itinerary and the activities, namely before the booking, after conclusion of the contract as well as during the Tour in case of "Acts of God", regulatory sanctions or other non-predictable or unavoidable incidences which complicate and endanger the Tour.

## **6. Cancellation by the Traveller During the Tour/Reclamation**

- a.** If the Traveller cancels the Tour, the price will not be reimbursed. Possible costs for return transport etc are the Travellers' responsibility. Tour 168 recommends taking out travel cost insurance for return transport.
- b.** In case the Traveller is not satisfied with the program or with individual activities/services or suffers damages, he/she must inform the tour guide immediately and request changes. Possible claims for damage etc must be addressed to Tour 168 in writing within one month after the contractual end of the Tour. If the fault or damage etc has not been announced during the Tour or within the one month's notice period after contractual end of the Tour, all rights to a claim expire.

## **7. Tour Price**

- a.** Tour price includes accommodation, airport transfers, breakfasts and dinners as stated in the brochure, flyer, itinerary.
- b.** Tour price excludes airfare, airport tax, airport security tax, airline insurance surcharges, visa fees, travel insurance, customs user fees, service fees as specified by the airline and airport authorities, laundry, excess baggage charges, beverages, room services, gratuities to drivers and tour guides, and tips to hotel porters, and personal expenses.

## **8. Liability of Tour 168**

- a.** Tour 168 is liable within the limits of these Terms & Conditions and the legal regulations. If an international treaty or a national law applies to the services of Tour 168 which restricts or excludes the liability, Tour 168 is only liable within this treaty or national law.
- b.** Tour 168 is not liable if the cause of non-performance, the improper fulfillment of the contract or the damage can be traced back to the following reasons:
  - fault of the Traveller before or during the Tour eg. not paying attention to the Tour guide's instructions etc
  - non-predictable or unavoidable incidences caused by third parties who do not participate in the contractually agreed services
  - "Acts of God" or an incident which was not predictable or unavoidable despite all due care and attention by Tour 168.In these cases, all claims etc are excluded.
- c.** The liability of all damages etc not to persons are limited to double the tour price, except damage caused deliberately or carelessly. International treaties and national laws which contain a larger extent of limitations and exclusions of liability take priority in this case.
- d.** Each Traveller is personally responsible for valuables including photo and video cameras, mobiles, cash, credit cards etc. Those items are never to be left unattended at any time or place. Tour 168 is not liable for the loss, damage or abusive use etc of these items. Tour 168 recommends taking out theft and pilferage insurance.
- e.** The Traveller accepts that the journey times are not part of the contract. It is possible that due to high traffic volume, weather conditions etc the travel times may not be adhered to and that delays may occur. Please take this fact into consideration when planning your personal travel itinerary (start and end of the Tour or short trip).

- f. When the Traveller takes a decision to do an activity like skiing, snowboarding, ice-skating, summer or rodel tobogganing etc, it means that the Traveller has a contract directly with the third party and that Tour 168 is not liable for the action or non-action of the third party. Tour 168 is not liable for any accidents that happen during these activities.
- g. The non-contractual liability refers to the legal regulations, wherein the larger extent of limitations and exclusions of liability of these Terms & Conditions precede the legal regulations.

#### **9. Passport & Visas and Times of Appearance**

- a. It is the Traveller's responsibility to get in contact with the appropriate consulate and to get the necessary information about the latest entry regulations to Switzerland. It is his/her duty to have the necessary travel documents on hand in time (valid identity card or passport and visa if required).
- b. The Traveller must ensure that his/her passport has a validity of six (6) months beyond the conclusion of his/her trip.
- c. It is the Traveller's responsibility to be at the departure and meeting point early enough, especially during the Tour, and to be punctual.

#### **10. Smoking**

Smoking is prohibited in the Tour 168 van.

#### **11. Public Holiday**

Certain places of interest such as castles, shopping areas, restaurants, sightseeing tours may not be available during local or national holidays. Alternatives will be offered whenever possible.

#### **12. Unacceptable Behaviour**

Tour 168 reserves the right to accept or reject any person as a vacation participant, and to remove any participant whose conduct is deemed incompatible with the interests of the other participants, for the benefit of everyone on your vacation.

#### **13. Travellers with Special Assistance Needs**

Reasonable attempts will be made to accommodate the special needs of disabled Travellers but Tour 168 is not responsible in the event it is unable to do so, nor is it responsible for any denial of services by third parties like hotels, restaurants, etc. A qualified and physically able person MUST accompany Travellers who need such assistance. Motorised scooters are not allowed.

#### **14. Unused Services**

No refund will be made with respect to accommodation, meals, sightseeing tours or any other services included in the tour price but not utilized by the Traveller, either in part or full, or where the passenger amends, cancels or otherwise varies arrangements after the commencement of the tour.

#### **15. General**

- a. The Tours are run in English.
- b. Itineraries for tailor-made tours will be prepared together with the Traveller.
- c. The Traveller is requested to rotate seating arrangement on the van during the tour period.
- d. The Traveller agrees that Tour 168 or a representative may take photos or record a video during the Tour. The Traveller permits Tour 168 to use this media for marketing purposes, unlimited and free of charge.
- e. Only the German version of this Terms & Conditions is legally binding.

#### **16. Governing Law**

Laws of Switzerland

#### **17. Jurisdiction**

Courts in Switzerland