

General Commercial Terms and Conditions of Globetrotter Travel Service AG (Business Travel Department)

1. Conclusion of contract

1.1 Application: Upon a booking placed in writing (booking form on the website, by e-mail or post), by telephone or in person, a contract comes into effect between the client and Globetrotter Travel Service AG, Business Travel Department (hereinafter referred to as «Globetrotter»). The present General Commercial Terms and Conditions – which can be downloaded from the website – are applicable to this contract. With your booking, you confirm that you have read and accepted these General Commercial Terms and Conditions. Special requests and additional agreements will only be accepted as part of the contract if they have been confirmed by Globetrotter in writing.

1.2 Object of the agreement: For the provision of all travel services (travel arrangements or individual services of third parties [operators]) Globetrotter acts as an intermediary and the contractual conditions of the operators (third parties) shall alone apply. This likewise applies to the booking of individual services such as air tickets..

2 Terms of payment and prices

2.1 Terms of payment: Payment conditions apply as indicated on the invoice/confirmation. Special terms apply to companies which have signed a written agreement with Globetrotter. In case of non-compliance with the payments conditions as indicated on the invoice/confirmation or the written agreement between the customer and Globetrotter, a default interest of 4.5 % will be charged.

2.2 Price changes: To guarantee the ticket price, Globetrotter issues the tickets immediately after definitive confirmation of the order has been given. Despite confirmation by Globetrotter the following price increases of the operators are reserved until such time as the tickets are issued: fare changes imposed by the carriers (e.g. fuel surcharges), new or increased state levies or fees (e.g. value added tax, airport taxes, security charges, etc.), changes in the exchange rate.

3 Validity

Air tickets are generally valid only for transport by the airlines concerned. Rebookings to other airlines and route changes or additional stopovers are possible only with certain fare rates. The precise fare conditions will be found on the invoice/confirmation. Tickets for scheduled air travel are generally valid from the first flight date. The precise duration of validity is shown on the invoice/confirmation.

3.1 Period of validity: As a rule, tickets for scheduled flights become valid from the first flight date. The exact period of validity is indicated on the invoice.

4 Return flight/Flight connections/Current flight departure times

On account of possible short-notice changes to flight schedules, we recommend that current flight departure times are checked at www.globetrotter.ch/mytrip or directly with the airline. Missed flights may lead to the loss of entitlement to transportation of all booked flights; the customer will be liable for any additional costs incurred.

5 Booking changes

5.1 Booking changes before the start of travel:

Depending on the particular airline and operator, a booking alteration charge will be made for changes of dates made before issue of the travel documents. After the travel documents have been issued, rebookings before the start of travel are treated as a cancellation because new documents have to be made out. In such cases, the cancellation costs indicated on the invoice/confirmation will be incurred. Charter flights cannot be rebooked or, if so, the charges made will be very high.

5.2 Booking changes after the start of travel: Any booking change costs charged by the airlines and operator are stated on the invoice/confirmation. Where rebookings are handled by Globetrotter Business Travel after departure, additional charges will be incurred.

6. Terms of cancellation

6.1. General terms: In the event of cancellation before departure, costs are incurred for Globetrotter and possibly also for the airlines, carriers and other operators. The costs and charges incurred in such cases will be charged on directly to the client or via Globetrotter. The cancellation costs applicable to each booking are shown on the invoice/confirmation. In the event of no-show at the airport, cancellation costs of up to 100% may be incurred.

6.2 Local services such as car hire, hotels, etc.: The cancellation costs vary depending on the service which has been booked and on the operator. The cancellation costs applicable to every booking are shown on the invoice/confirmation.

7 Refund of air tickets

As a rule, no refund can be made for unused journey sections. Where tickets are completely unused and presented for a refund within the period of validity, a refund may be possible; however, this can be complex and take several months. The refund costs deducted by the airlines and operators in such cases may be very high.

8 Delivery of travel documents

Air tickets and any other travel documents which are needed will be sent to the client by post or e-mail in good time before the start of the journey.

8.1 Loss of travel documents: Globetrotter is not liable for the loss of travel documents and advises clients to keep ticket number details and a photocopy of the travel documents separately.

9 Insurance

The client is responsible for ensuring that he or all his staff travelling on business have adequate cancellation and return journey cover and comprehensive illness and accident or other insurance cover. Globetrotter strongly recommends taking out Corporate Travel Insurance (CTI) with Europäische Reiseversicherung; this can be arranged by Globetrotter.

10 Passport, visa, vaccinations, etc.

You alone are responsible for complying with the applicable regulations regarding passports, visas, customs, foreign currency exchange, and health. For the travel documents to be issued correctly, please state your first and last name etc. in the booking as indicated in your passport. If the names on the travel documents do not correspond with the ones in the passport, you may be confronted with refusal of entry and forced repatriation and are liable for the costs incurred. If travel documents (visa, air tickets, etc.) have to be issued again because the data on the application does not correspond with the passport, you are liable for the costs.

10.1 Travel documents: You are solely responsible for the completeness and required validity of your travel documents such as your passport, ID, etc.

10.2 Obtaining visas: You are responsible for obtaining the required visas. We will send you the necessary documents with our travel confirmation. Our Visa Service is happy to help you with the organisation of the necessary entry documents if required. For this service, a fee is charged per visa (in addition to the visa fees incurred). Globetrotter, in accordance with Art. 15 Par. 1 let. c, assumes no liability:

- for visas which are wrongly issued or granted too late
- for the damage/loss/delayed delivery of the documents by third-party companies (e.g. embassies, postal and courier services) and the ensuing consequences and costs, as such events can neither be foreseen nor prevented by Globetrotter Travel Service AG. In the event of loss or damage of the documents by Globetrotter, Globetrotter Travel Service AG assumes liability only for the costs of replacing the documents and visa.

11 Travel guarantee for package journeys

Globetrotter is a member of the guarantee fund of the Swiss travel branch. This secures amounts paid in when a package journey is booked. Globetrotter refers to its information notice entitled «Guaranteed there and back» which provides full details.

12 Warranty and liability

In the event of complaints made by the client because the service does not correspond to the confirmation or was provided with substantial shortcomings, the following procedure must be adopted: the client must immediately inform the operator (such as the hotel) and the operator's local representative and must seek an immediate remedy. If this is not possible, a written confirmation of the complaint must be requested. Globetrotter will be happy to assist. The liability of Globetrotter is limited to twice the price of the service to which a complaint refers. This limitation does not apply to personal injury or to cases of deliberate intent or gross negligence. Claims for compensation must be submitted in writing to Globetrotter no later than four weeks after the travel service has been provided in full, failing which the claim shall be time-barred. All claims for compensation shall be

time-barred within one year of completion of the travel service concerned. No liability is accepted for local events such as bookings for activities and excursions at the travel destination which are not effected by Globetrotter Warranty and liability claims against the operator must be made on the basis of his contractual conditions (see under «Object of the agreement» above).

13 Data Privacy

13.1 Your data: Globetrotter needs various pieces of data from you and your party members (such as forename and surname, date of birth, address, phone number, etc.) for the correct processing of the contract. Globetrotter is subject to the Swiss Data Protection Act. Globetrotter is required to keep your data secure and store it in Switzerland.

13.2 Transfer to service providers and authorities:

Globetrotter will only forward your data where this data is required for processing the contract with the service providers. They may be located abroad, where data protection may not meet Swiss standards. Both Globetrotter and the service providers may be required by statutory regulations or official order to disclose data from you to (foreign) authorities. This particularly, but not exclusively, concerns flights to the USA (Advance Passenger Information System [APIS] or TSA Secure Flight Program) or holiday home landlords and hoteliers.

13.3 Particularly sensitive personal data: Depending on the service booked, it may be that Globetrotter has to collect

particularly sensitive personal data. This means that conclusions may be drawn about the person's religious affiliation based on their dietary requirements. Such data is generally forwarded to the service provider in order to correctly fulfil the contract or may under certain circumstances be disclosed to government agencies because of statutory requirements or official orders. By giving such details to Globetrotter, you expressly authorise Globetrotter to use this information under this provision.

13.4 Information on our services/programmes: If you have registered for the newsletter, Globetrotter will take the opportunity to inform you about Globetrotter programmes and travel in the future. You have the option to unsubscribe from this service at any time.

13.5 Asserting rights: Globetrotter reserves the right to disclose your data to authorities and third parties for the assertion of the legitimate interests of Globetrotter. The same applies on suspicion of a criminal offence.

13.6 Questions on data privacy: If you have any questions on data privacy, would like to view the data we have stored on you or would like to unsubscribe from our information service, please contact your Globetrotter branch or send an email to: datenschutz@globetrotter.ch.

14. Applicable law and jurisdiction

The contractual relationship between the customer and Globetrotter is governed exclusively by Swiss law. Any legal action against Globetrotter may only be filed in Berne, legal domicile of the company.

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