

General Terms and Conditions (GTC) of Globetrotter Travel Service AG

Thank you for your interest and for placing your trust in us. The following general terms and conditions apply to all services provided by Globetrotter Travel Service AG (hereinafter referred to as GTS).

1 Contract conclusion

1.1 Registration: Confirmation of a booking made in writing, by telephone, electronically (online), or in person creates a contract between the customer and GTS. The contract is governed by these GTC. No later than upon payment of the invoice (or prepayment), the customer agrees to receipt of these GTC and consents to their content. The customer is responsible for giving accurate personal data (name and birth date in accordance with passport information) to GTS. It is also the customer's responsibility upon receipt of an invoice/a confirmation to check that the information on it is complete and correct. Any inaccuracies must be immediately reported to GTS. Costs resulting from a failure to report shall be borne by the customer.

1.2 Flight-only bookings: Flight-only bookings taken by GTS are subject to the terms and conditions of carriage and the general terms and conditions of the airlines concerned. Please note that the contract between the customer and the airline is created when the flight ticket is issued. Any changes made by the airline before the ticket is issued are accepted by the customer.

1.3 Services of other providers: Services which are not arranged or provided by GTS are governed by the terms and conditions of carriage and the general terms and conditions of the provider concerned, which GTS provides to the customer before the contract is concluded.

2 Terms and conditions of payment and prices

2.1 Terms and conditions of payment: Payment is made upon receipt of the invoice/confirmation in accordance with the information on it. Unless otherwise indicated on the invoice/confirmation, final payment is due no later than 30 days before departure. For online bookings on www.globetrotter.ch payment is due immediately and the travel documents are issued immediately.

2.2 Price changes: GTS may change the price in the following cases:

- Price changes by transport companies and/or other providers
- New or increased public taxes or charges (e.g. VAT, airport taxes, safety charges, etc.)
- Obvious printing and publication errors

3 Validity of booked services

The booked services are valid only on the dates indicated in the invoice/confirmation.

3.1 Validity of flight tickets: Flight tickets are generally valid only for transport on the airlines for which they were purchased. Transfers of bookings to other airlines and changes in itineraries or additional stopovers are no longer possible during the customer's journey. Flight tickets must be fully used in the booked order. Failure to use certain flight routes may result in the loss of the customer's right to travel on all booked flights, or in the airline re-invoicing the ticket price. This may be higher than the price of the originally booked flight tickets.

4 Return travel/onward travel/current flight times

Due to possible short-term changes in flight schedules, GTS recommends that customers check the current flight times no later than 72 hours before the flight on www.globetrotter.ch/mytrip or directly with the airline. Missed flights may result in the loss of the right to travel on all booked flights, any additional costs being borne by the customer.

5 Service taxes and reservation fees

To cover costs for insolvency protection for customers/ travel guarantee, liability, individual travel, and package arrangements, a service tax of CHF 40 is charged per person. For last-minute offers, a charge of CHF 50 per person (max. CHF 100 per file) is invoiced. For bookings of no-flight services (e.g. hotels, car rental, camper, etc.) the booking fee is CHF 100 per booking (also applicable if the flight is booked online on www.globetrotter.ch).

6 Changes in bookings

Changes in bookings must be requested by the customer in writing.

6.1 Changes in bookings of services provided by airlines, operators and third-party providers: For changes in dates before the travel documents are issued, depending on the airline, operator, or third-party provider, an alteration fee of at least CHF 100 per person and per service (final fees on request) will be invoiced. After the travel documents are issued, any changes requested before the departure are treated as cancellations, because new documents must be issued. The cancellation fees indicated on the invoice/confirmation are charged. After the trip has begun, the alteration fees on the invoice/confirmation are applied.

7 Cancellation provisions

7.1 General provisions: For cancellations prior to departure, a GTS handling fee of at least CHF 80 per person and service is charged in addition to the costs of the service provider mentioned in 7.2 to 7.6. The service tax is not refunded in the case of a cancellation.

7.2 Scheduled flight: At least CHF 400 per person. The cancellation costs applicable to each booking are indicated on the invoice/confirmation. If the customer does not turn up at the airport, up to 100% cancellation costs may be charged.

7.3 Charter flight: The cancellation costs vary according to the booked service and operator. The cancellation costs applicable to each booking are indicated on the invoice/confirmation.

7.4 Land services (camper, car rental, hotels, etc.):

The cancellation costs vary according to the booked service and operator. The cancellation costs applicable to each booking are indicated on the invoice/confirmation.

7.5 Package tours: The cancellation costs for package tours appear on the valid travel description or price list used for the booking or the invoice/confirmation.

7.6 Early return/trip interruption: If the customer interrupts the trip or changes the services agreed during the trip, the customer has no claim to a refund. If the trip is interrupted, or the services are changed, any (additional) costs are borne by the customer.

8 Delivery of travel documents

The travel documents are sent to the customer, after receipt of payment, by post and/or email no later than a week before the departure. The customer is required to check that the documents are correct and complete.

9 Refund of flight tickets

Wholly unused tickets, which are returned while they are still valid, may be refundable (depending on the airfare). The terms and conditions and the modalities for a refund vary with each airline and the claim handling may take several months. The handling costs charged by the airlines and operators may be very high. Generally no refund is possible if only a part of a ticket has not been used.

10 Loss of travel documents

GTS recommends that customers keep copies of the travel documents in paper and/or electronic format. GTS will assume no liability for lost travel documents.

11 Travel insurance

It is highly recommended that customers take out travel insurance (cancellation costs and travel incidents). Such insurance is brokered by GTS and can be concluded in the travel booking. By choosing not to take out travel insurance, the customer confirms that he has sufficient private insurance coverage. The customer ensures that he has sufficient insurance for accidents and sickness abroad. Important: GTS recommends that customers read the General Terms and Conditions of Insurance before their departure.

12 Passport, visa, vaccinations

The customer is responsible for complying with the individual passport, visa, customs, currency, and vaccination requirements, as well as for obtaining the necessary documents. At the customer's request, GTS will obtain the entry visa. A fee per visa will be charged for this (in addition to the incurred visa/consular fees). GTS accepts no liability in the sense of Art. 15 para. 1 (c.) of the Package Travel Act

- for a visa that is issued late, improperly, or without approval
- for damage/loss/delayed dispatch of the documents by third parties (e.g. consuls, post office, courier services) and the resultant consequences and costs, as GTS is unable to predict or avoid such occurrences. If documents are damaged or lost by GTS, GTS will only be liable for the cost of creating the new documents and visa.

13 Guarantee of customers' funds

GTS guarantees through its membership in the guarantee fund of the Swiss travel industry the amounts paid by customers for a package travel contract.

14 Complaints

14.1 Complaints on location and remedial action: If the customer has reason to make complaints during the trip, they must be submitted immediately to the tour guide, to the local representative, or to the service provider concerned (e.g. hotel). This usually enables remedial action to be taken on location.

14.2 If no solution is found on location: If no remedial action is possible on location, the customer must request a written confirmation describing the complaint and its content. Tour guides, local representatives, or service providers are not entitled to acknowledge liability claims.

14.3 Upon return: If no satisfactory solution can be found on location, the customer must submit the complaint along with the confirmation by the service provider in writing within 30 days of his return to GTS. If these conditions are not met, the claims will be forfeited.

15 Liability

Liability is limited to twice the price of a service that is the object of a damage claim. This limitation does not apply to personal injury or to cases of gross negligence or intent. The claim must be submitted to GTS in writing no later than 4 weeks after the end of the trip; otherwise it will be forfeited. All compensation claims are time-barred 1 year after the end of the trip.

15.1 Disclaimers: GTS is not liable if the non-performance or bad performance of the contract is due to

- a failure to act on the side of the customer;
- an unforeseeable and unavoidable omission by a third party, which is not involved in providing the contractually agreed services;
- force majeure or an event, which GTS or a service provider could not have foreseen or avoided, notwithstanding the exercise of due care.

GTS therefore is not liable for changes in an itinerary caused by strikes, social unrest, weather conditions, decisions taken by the authorities, third-party delays, etc., or for changes in schedule due to flight schedule changes.

16 Ombudsman

If no agreement is reached on a complaint between the customer and GTS, the customer has the possibility of contacting the independent Ombudsman of the Swiss Travel Industry. The Ombudsman seeks a fair and balanced settlement in any kind of issue arising between customers and GTS (or the travel agent where the trip was booked). The address of the Ombudsman is: Ombudsman of the Swiss Travel Industry, P.O. Box, 8038 Zurich, Mo-Fr, 10 a.m. – 4 p.m., tel. 044 485 45 35, fax 044 485 45 30, info@ombudsman-touristik.ch

17 Data Privacy

17.1 Your data: GTS 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. GTS is subject to the Swiss Data Protection Act. GTS is required to keep your data secure and store it in Switzerland.

17.2 Transfer to service providers and authorities:

GTS 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 GTS 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.

17.3 Particularly sensitive personal data: Depending on the service booked, it may be that GTS 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 fulfill the contract or may under certain circumstances be disclosed to government agencies because of statutory requirements or official orders. By giving such details to GTS, you expressly authorise GTS to use this information under this provision.

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

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

17.6 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 GTS branch or send an email to: datenschutz@globetrotter.ch.

18 Jurisdiction

The relationship between customers and GTS is governed exclusively by Swiss law. Actions against GTS may only be brought at the place of its registered office in Bern, Switzerland.

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