

These General Terms of Contract and Conditions of Travel govern the legal relations between Jungfrau Tours AG, CH-3800 Interlaken (Jungfrau Tours) and its customers with regard to travel preparations and other services provided by Jungfrau Tours. These conditions also apply to internet bookings.

1. Application

The General Terms of Contract and Conditions of Travel apply for bookings made directly with Jungfrau Tours for packages through the tour operator or group tour organiser (hereinafter referred to as the Customer). In cases in which the Customer only books individual tour modules (e.g. a train ticket), Jungfrau Tours only acts as an agent for services of third parties (railway companies). In this case Jungfrau Tours is not a party to the contract and shall not be liable for correct fulfilment of the Contract. In these cases the General Terms & Conditions of the respective railway companies, hotels, car hire offices etc. apply.

2. Conclusion of the Contract

The Contract between the Customer and Jungfrau Tours shall come into force when the services offered by Jungfrau Tours are accepted by the Customer either by fax, email or letter. The Customer is the sole contractual partner of Jungfrau Tours and pledges to fulfil all obligations arising from this Contract in his own name.

The agreement stipulates that the Customer is obliged to provide the names, dates of birth, nationalities and any other data of the tour participants required for the tour. Inaccurate and incorrect information can result in a refusal to provide services.

The Customer is not entitled to name Jungfrau Tours by name in his offers, advertising, travel documents etc. without express consent (in writing or by email with reply).

3. Prices and payment conditions

3.1 General Terms & Conditions

The prices stated on the booking confirmations are net prices unless otherwise stipulated.

When the booking has been made, a deposit of 20 per cent of the total sum shall be due for immediate payment. The remaining payment of 80 per cent of the overall due sum shall be paid into the bank account of Jungfrau Tours at the latest 60 days before commencement of the tour. Any extra costs shall be invoiced after the tour and shall be due for payment within 10 days of the date on the invoice. Any deviating provisions shall be contained in the offer.

Should payment not be made by the due date, after a short period of grace Jungfrau Tours shall be entitled to withdraw from the Contract and demand payment of cancellation fees as stipulated in Article 4.2.

3.2 Package offers

Provision of complex or several (two or more) travel arrangement offers is subject to charge if the offer is not accepted. The value of the package offers depends on the complexity, but shall be at least CHF 260.00. The Customer shall be informed of the total fee in advance.

3.3 Booking fee

In the event of complex travel dossiers or repeated changes to the proposed programme by the Customer, a booking fee shall be due, the sum of which shall depend on the complexity, but shall be at least CHF 260.00. The Customer shall be informed of the total fee in advance.

4. Cancellation of the tour and amendments to the contract

4.1 General Terms & Conditions

Should the Customer wish to make changes to the booking or cancel the tour, Jungfrau Tours shall be notified by email, fax, phone or a registered letter. The previously issued travel documents shall also be returned to Jungfrau Tours at the same time.

4.2 Cancellation conditions

In the event of a cancellation, the Customer shall be charged the following cancellation fees:

Up to 61 days before start of the tour	20 % of the agreed tour price
60 to 31 days before start of the tour	80 % of the agreed tour price
30 to 21 days before start of the tour	90 % of the agreed tour price
20 to 0 days before start of the tour	100 % of the agreed tour price

In the event of reduction in the number of participants, customers shall be charged the following percentage of the arrangement costs per person:

60 to 31 days before start of the tour	80 %
30 to 21 days before start of the tour	90 %
20 to 0 days before start of the tour	100 %

The time of receipt of the cancellation announcement by Jungfrau Tours during normal office hours shall be decisive for calculation of the cancellation date; on Saturdays, Sundays and public holidays, the next working day shall apply. This provision also applies for messages sent by email, through our website, on the answering machine, by fax or other electronic media.

4.3 Amendments to the Contract

In the event of postponement of the date of the tour or changes to services up to 61 days before the start of the tour, the resulting extra costs and an additional processing fee of 10 per cent of the original tour price per person shall be charged. Changes to the dates or services made later than 61 days before start of the tour shall be treated as cancellations with a new booking (if only low costs arise due to changes and rebooking, only these shall be charged, plus the 10 per cent of the originally booked tour price as a processing fee).

5. Price amendments and changes to services by Jungfrau Tours

5.1. Amendments before conclusion of the contract:

The offers on the website and other advertising media are non-binding. Jungfrau Tours reserves the right to amend specifications, services and prices before the booking is made. Should this be the case, Jungfrau Tours shall inform the customer before conclusion of the contract.

5.2. Price amendments after conclusion of the contract:

Jungfrau Tours reserves the right to increase the agreed price after conclusion of the contract under the following circumstances:

- Increase in the prices of transport companies, hotels, additional service providers
- Newly introduced or increased taxes, levies or fees

Price increases shall be announced at the latest 3 weeks before start of the tour. Should the price increase amount to more than 10 per cent, the Customer is entitled to either withdraw from the Contract within 5 days of notification free of charge, or to accept an alternative tour arrangement of the same value from Jungfrau Tours.

6. Cancellation of the tour by Jungfrau Tours

6.1. Unforeseeable events, force majeure, strikes

Force majeure (natural events, official measures etc.), unforeseeable or unavoidable events or strikes can induce Jungfrau Tours to change the tour programme or individual services or to cancel the tour. In the event of changes to the programme or services, Jungfrau Tours shall endeavour to offer an equivalent alternative. If it is necessary to cancel the tour, Jungfrau Tours shall refund the paid tour price (insurance premiums shall not be refunded or shall remain due). Further claims by the Customer are excluded.

6.2. Cancellation for reasons caused by the Customer

Jungfrau Tours is entitled to cancel the tour if the Customer or the tour participants provide just cause to do so. In this case, Jungfrau Tours shall refund the paid tour price to the customer. Further claims are excluded. The cancellation fees set out in Article 4 and claims for damages remain reserved.

7. Changes to the programme or services during the tour

Jungfrau Tours shall endeavour to carry out the tour as agreed. Nevertheless, changes to the services and programme may occur. In such cases, Jungfrau Tours shall offer the Customer an equivalent solution as far as possible. Should the remedial action result in excessive costs or disproportionate outlay for Jungfrau Tours, Jungfrau Tours is entitled to refuse to carry out such remedial action. Any additional costs shall be borne by the Customer. Should changes to the tour programme or specifications or loss of performance occur due to force majeure, Jungfrau Tours is entitled to refuse to carry out remedial action. Any additional costs shall be borne by the Customer.

8. Late arrival, changes to the programme and tour specifications during the tour by the customer

Should the Customer arrive late or wish to make changes during the tour to programme or specifications, services that are not taken advantage of shall be charged in accordance with the provisions of Article 9. Should changes to the programme or specifications result in (additional) costs, the customer shall be charged accordingly and these costs shall be due for payment within 10 days after the end of the tour.

9. Premature cancellation of the tour by the customer, unused services

Should the Customer or tour participants terminate their tour or not take advantage of specific services for any reason, the Customer or the tour participant is not entitled to demand any refund of the price of the travel arrangement. Any services which have not been used shall be refunded after a deduction of 20 per cent of the offered tour price if such refunds are not claimed from Jungfrau Tours, these are not fully insignificant services and the refund is not in violation of statutory or official regulations.

10. Complaints

Should the agreed services laid out in the Contract not be fulfilled during the tour or the Customer or his tour participants suffer damages, he is obliged to immediately submit a claim for such damages to the service provider (hotel, railway company etc.) or to Jungfrau Tours and demand free remedial action. The service provider or Jungfrau Tours shall endeavour to achieve a solution within a reasonable period of time. Should such attempts prove to be unenforceable or inadequate, the Customer is obliged to have the claimed deficiencies, damages and their unsuccessful solution confirmed in writing by the service provider. He shall not, however, be entitled to acknowledge demands of any kind in the name of Jungfrau Tours. Should no assistance be given within an appropriate period (generally within 48 hours) and the deficiency is considerable, the Customer shall be entitled to seek help himself. The resulting costs shall be refunded by Jungfrau Tours within the framework of the originally agreed tour (hotel category, transport etc.), if the service provider has confirmed the deficiency in writing and the Customer is able to provide receipts for the assumed costs. All claims shall be submitted in writing within a period of four weeks after the agreed end of the tour to Jungfrau Tours and confirmation of the claimed deficiencies, damage as well as costs for self-help shall be included. Should the Customer not submit the claim for deficiencies and damages immediately during the tour, he shall not be entitled to submit any confirmation or receipts for self-help, or if he submits his claims later than 4 weeks after the agreed end of the tour, all rights shall be forfeited.

11. Liability of Jungfrau Tours

11.1 General

Within the framework of the following provisions, Jungfrau Tours shall refund to the Customer the value of non-fulfilled or inadequately fulfilled service obligations, his additional costs, the suffered damage etc. if it was not possible for the service provider or Jungfrau Tours to provide an equivalent substitute service at the respective location. In the event of self-help within the framework of Section 10, the additional outlay shall be refunded up to twice the price of the tour price/person per tour participant. Section 7 and the following provisions remain reserved.

11.2 Liability restrictions, liability exclusions

11.2.1 International Agreements and national laws

Should international agreements, laws based on international agreements or national laws contain restrictions or exclusions regarding compensation for damage etc. occurring on the basis of non-fulfilment or inadequate contract fulfilment, Jungfrau Tours is only liable within the scope of these agreements and laws.

11.2.2 Liability exclusions

Jungfrau Tours shall not be liable if the non-fulfilment or inadequate fulfilment of the Contract is due to the following reasons:

- a. Negligence of the Customer or his participants before or during the tour;
- b. Unforeseeable or unavoidable negligence of a third party who is not involved in the provision of the contractually agreed service;
- c. Force majeure or an event which Jungfrau Tours, the agent or service provider were unable to avert in spite of all due diligence.

In these cases Jungfrau Tours excludes any liability for damages, obligation to compensate for non-material damage, experienced frustration, compensation for self-help etc.

11.2.3 Personal injury

Jungfrau Tours is liable within the framework of these General Terms of Contract and Conditions of Travel, applicable international agreements, laws based on international agreements and national laws for personal injury resulting from non-fulfilment or inadequate fulfilment of the Contract.

11.2.4 Other damages (property damage and financial loss etc.)

In the event of other damages, i.e. not personal injury, that have occurred due to non-fulfilment or inadequate fulfilment of the Contract, the liability of Jungfrau Tours is limited to twice the tour price/person per participant, unless the damages were caused intentionally or as the result of gross negligence; these General Terms of Contract and Conditions of Travel as well as the applicable international agreements, laws based on international agreements and national laws with lower liability limits or liability exclusions remain reserved.

11.2.5 Wasted holiday time, loss of holiday enjoyment, experienced frustration

Jungfrau Tours does not bear any liability for wasted holiday time, loss of holiday enjoyment or experienced frustration.

11.4 Non-contractual liability

Non-contractual liability is governed by the applicable statutory regulations, international agreements and laws based on international agreements. In the event of other damages (i.e. not personal injury), liability shall always be limited to twice the tour price/person per participant, unless international agreements, laws based on international agreements or national laws or these General Terms of Contract and Conditions of Travel provide for lower liability limits or liability exclusions.

11.5 Statutory limitation

All claims shall become statute-barred within one year of the contractual end of the tour. Shorter periods of limitation in the applicable international agreements, laws based on international agreements or national laws or longer, contractually non-modifiable periods of limitation remain reserved.

12. Insurance

The liability of the tour, transport and flight companies is limited. Jungfrau Tours recommends that customers or their tour participants take out suitable additional insurance such as luggage, accident, health and cancellation insurance.

13. Entry, visa and health regulations

The Customer or his tour participants shall inform themselves in good time of the entry and health regulations which can be obtained from the Swiss embassy or consulate. The Customer is responsible for verifying the validity of the travel documents including any necessary visas of his tour participants. In the event of cancellation due to missing or delayed travel documents, the cancellation conditions shall apply. The Customer is obliged upon departure to ensure that all participants carry the respective documentation. Should entry to Switzerland be refused, the Customer is liable for all costs incurred for the outward and return journeys. In this case the provisions of Articles 8 and 9 shall apply. Jungfrau Tours hereby draws the attention of the Customer to the legal consequences regarding the import of illegal goods and other objects.

14. Data protection

14.1 Data of the Customer and his tour participants

Jungfrau Tours requires various information from the customer and his participants (such as first name and surname, date of birth, nationality etc.) so that Jungfrau Tours is able to draw up a tour proposal and handle the Contract correctly. Jungfrau Tours is subject to Swiss data protection laws. Jungfrau Tours is obliged to safeguard the data of the Customer and his tour participants and save this data in Switzerland.

14.2 Communication to service providers and authorities

Jungfrau Tours shall communicate this data to the service provider if this is necessary for processing the Contract. Both Jungfrau Tours and the service provider may be obliged to pass the data of the Customer or the tour participants to the authorities due to statutory regulations or official directives. This applies in particular, but not exclusively, to hotel owners.

14.3 Particularly sensitive personal data

Depending on the booked arrangement, it may be necessary for Jungfrau Tours to collect particularly sensitive personal data or that the Customer is obliged to pass this on to Jungfrau Tours automatically. For example, if meals are to be provided, possible religious preferences can then be taken into account. Such data is generally passed on to the service provider for correct fulfilment of the Contract or in some cases due to statutory requirements or official directives of state authorities. In providing such information, the Customer expressly authorises Jungfrau Tours to use this information in accordance with this provision.

14.4 Personal profiles

Depending on the scope of the data supplied to Jungfrau Tours, so-called personal profiles may be compiled. In submitting his data and the data of his tour participants to Jungfrau Tours, the Customer consents to processing of personal profiles within the framework of this data protection provision.

14.5 Information on Jungfrau Tours offers and programmes

Jungfrau Tours shall in future inform the Customer about its programmes and tours. The Customer is entitled to discontinue this service at any time by informing Jungfrau Tours.

14.6 Enforcement of rights

Jungfrau Tours reserves the right to pass data on to authorities and third parties for the enforcement of its legitimate interests. The same applies in the event of a suspected crime.

14.7 Data protection questions

Should the Customer have any questions regarding data protection or would like access to our stored data, he shall contact Jungfrau Tours directly.

15. Applicable law and court of jurisdiction

Swiss law shall apply. The Parties to the Contract agree to CH-3800 Interlaken as the exclusive court of jurisdiction. The provisions above concerning the applicable law and court of jurisdiction apply subject to contractually unchangeable provisions of applicable laws or international agreements.

The above text is merely a translation of the original terms and conditions that are written in German. Only the original German text of the terms and conditions apply in case of any juristically situation.