

## GENERAL TERMS and CONDITIONS – GROUP

### 1. SCOPE

These General Terms and Conditions shall govern the legal relationship with Bucher Travel Inc. These General Terms and Conditions differentiate between packages and individually booked services. A package means a pre-arranged combination of at least two of the following three components: transportation, accommodation and other tourist services (e.g. mountain excursion, entrance to museum, etc.).

All services of third party suppliers are only brokered by Bucher Travel Inc. They are offered and shall be provided in the name of the relevant third party supplier in accordance with its general terms and conditions.

Each third party undertakes to furnish such general terms and conditions to the client in a suitable form.

### 2. BOOKINGS

Bookings shall be accepted as long as the requested services are available and the client is of legal age. Bookings shall only be deemed to have been confirmed following receipt of the requested deposit payment. In confirming the booking, the client shall be deemed to have consented to the General Terms and Conditions set forth below and declares that he/she has received the General Terms and Conditions.

### 3. PRICING

Bucher Travel Inc. pricing includes bespoke programme design, reconfirmation of all agreed services prior to the start of the travel arrangements, delivery of travel documents within Switzerland, checking of flight information and train schedules as well as a 24/7 emergency telephone service. All rates mentioned in the offer are in Swiss Francs (CHF) and include service, taxes and VAT. Bucher Travel Inc. reserves the right to increase the price under certain circumstances (cf. Art. 7). Bucher Travel Inc. charges the following reservation fees (non refundable) for individually booked services:

- Hotel reservation, flat..... **CHF 75.00**
  - Rail ticket, flat ..... **CHF 50.00**
  - Restaurant reservation, per reservation ..... **CHF 25.00**
  - Last-minute bookings made less than 7 working days prior to arrival, from ..... **CHF 150.00**
  - Changes after final confirmation, from ..... **CHF 150.00**
- Please be advised that any changes to bookings that are made close to the travel date may entail significantly higher fees. The precise amount shall be indicated at the time of rebooking along with any additional costs.
- Request turns out as a consulting offer only, minimum **CHF 250.00**
  - Site Inspection organisation including design of the program, free ticket for trains, mountain trains and boats; entrance fees for museums / castles and hotel overnight (not guaranteed). Transfer and guides at negotiated rates **on request**

### 4. PAYMENTS

An initial deposit payment of at least CHF 1,500.00 is requested in order to confirm the arrangements.

Final payment shall be required 65 days prior to the start of the program. Bucher Travel Inc. reserves the right to cancel the booking and to retain the initial deposit paid in the event that payment has not been received within the agreed terms.

Unless agreed otherwise, travel information shall be provided following receipt of payment of the full invoice amount.

The balance of the final invoice for additional services requested on site must be paid within 10 days of receipt of the invoice.

## 4.1 Pre-payments to confirm arrangements

Some arrangements may require a pre-payment to confirm services. This pre-payment is to be paid upon confirmation and separately from the initial deposit payment. The specific amount and the terms will be advised by Bucher Travel Inc..

## 4.2 Bank Transfers

Bank transfers in Swiss Francs (CHF) into the bank account indicated below are preferred. Bank transfers must be made with “**no charges for the beneficiary**”.

Bank: LUZERNER KANTONALBANK, Pilatusstrasse 12, 6002 Lucerne, Switzerland  
BC-no: 778  
Account no: 01-00-592682-10  
IBAN: CH0900778010059268210  
SWIFT: LUKBCH2260A  
Account holder: BUCHER TRAVEL Inc., Pilatusstrasse 27, 6036 Dierikon, Switzerland

## 5. CANCELLATIONS PACKAGES (partial and total)

Notice of cancellation must be given in writing (which also includes email) to Bucher Travel Inc. and shall only be deemed to have been validly received upon confirmation by Bucher Travel Inc. On weekends and holidays the 24/7 emergency telephone service must also be contacted.

For cancellations of an arrangement up to 66 days prior to arrival of clients, a handling fee of at least CHF 750.00 will be charged. After this date, the following penalty will apply:

- 65 – 46 days prior to arrival .....**50%**
- 45 – 31 days prior to arrival .....**75%**
- 30 days or less prior to arrival .....**100%**

Suppliers may have firmer cancellation policies. If applicable, these specific cancellation policies will be advised by Bucher Travel Inc.

## 6. CANCELLATION OF INDIVIDUALLY BOOKED SERVICES

Notice of cancellation must be given in writing (which also includes email) to Bucher Travel Inc. and shall only be deemed to have been validly received upon confirmation by Bucher Travel Inc. On weekends and holidays the 24/7 emergency telephone service must also be contacted.

### 6.1 Cancellation Land arrangements\*

For cancellations of an arrangement up to 66 days prior to arrival of clients, a handling fee of at least CHF 750.00 will be charged. After this date, the following penalty will apply:

- 65 – 31 days prior to arrival .....**50%**
- 30 – 15 days prior to arrival .....**80%**
- 14 days or less prior to arrival .....**100%**

**6.2 Cancellation Hotel arrangements\***

For cancellations of an arrangement up to 66 days prior to arrival of clients, a handling fee of at least CHF 750.00 will be charged. After this date, the following penalty will apply:

- 65 – 46 days prior to arrival .....50%
- 45 – 31 days prior to arrival .....75%
- 30 days or less prior to arrival .....100%

**6.3 Cancellation Transfers\***

For cancellation of a transfer up to 48 hours to transfer time, a handling fee of CHF 100.00 will be charged.

After this time, the following penalty will apply:

- 72 – 48 hours prior to transfer time .....50%
- 48 hours or less prior to transfer time.....100%

\*Suppliers may have firmer cancellation policies. If applicable, these specific cancellation policies will be advised by Bucher Travel Inc.

**7. COMPLAINTS**

Complaints must be submitted in writing (which also includes email) to Bucher Travel Inc. immediately in order to resolve the issue with those affected. If the complaint is received after the client’s departure, no compensation will be payable.

**8. CHANGES**

Bucher Travel Inc. reserves the right to increase the contractual price if so justified by price increases by third party suppliers, e.g. transport companies or new or increased taxes, duties or charges as well as exchange rate fluctuations.

Bucher Travel Inc. reserves the right to make changes to travel arrangements at any time. These changes shall be fully documented and announced as early as possible. Some changes may require the provision of an alternative service, which shall be of at least equivalent quality and value. Any price increases shall be borne by the client.

No entitlement to claim damages owing to non-performance of the contract shall arise under either scenario.

**9. UNFORESEEN EXTENSION, COVID-19 ACKNOWLEDGMENT**

In the unlikely event of any unforeseen extension to the program caused by flight delays or cancellations, bad weather, strikes, pandemics / epidemics or any other cause (non-exhaustive list) beyond the control of Bucher Travel Inc., it is acknowledged that any expenses relating to these circumstances (accommodation, transfers etc.) shall be invoiced to the client in full. Bucher Travel Inc. accepts no liability for any changes, omissions, strikes or communication breakdowns etc. No entitlement shall arise to claim damages against Bucher Travel Inc.

Covid-19 Acknowledgment. There is still an outbreak of COVID-19 in various parts of the world and a subsequent outbreak of COVID-19 (or a variant of COVID-19) may cause a client legitimate concern regarding the health and safety of its guests in connection with their attendance of the program. If, in good faith, a client determines it is not comfortable permitting its guests to attend the travel arrangements or a program due to a current (or a subsequent) outbreak of COVID-19 (or a variant of COVID-19), a client may (i) request to postpone the travel arrangement of a program or (ii) terminate an Agreement and cancel the program pursuant to the terms set forth in this section.



If a client requests to postpone a program, Bucher Travel Inc. will make every effort to accommodate a client's request. If Bucher Travel Inc. is able to accommodate a client's request for postponement, any additional work Bucher Travel Inc. is required to perform or costs necessarily incurred will be charged to a client and reflected in an updated payment and deposit schedule. The revised payment and deposit schedule must be accepted by a client within 10 (ten) days of a client's receipt. Bucher Travel Inc. reserves the right to decline a client's request for postponement.

If Bucher Travel Inc. is unable to accommodate a client's request for postponement and/or a client terminates an Agreement pursuant to the terms set forth in this section, Bucher Travel Inc. shall return to the client all amounts paid by client to Bucher Travel Inc., less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; (iii) an administrative fee and (iv) other out-of-pocket costs Bucher Travel Inc. has paid or is obligated to pay.

## **10. RENOVATIONS**

Please be aware that hotels and venues undergo renovation from time to time, but that they will do their utmost to limit any disruption to their clients. If Bucher Travel Inc. is specifically advised of any renovation work, clients shall be informed accordingly. However, the dates and scale of any renovation work are subject to change. Bucher Travel Inc. will not consider any complaints or requests for refunds if a hotel or venue is carrying out renovations whilst a client is resident.

## **11. RESPONSIBILITY**

Unless required otherwise by law, Bucher Travel Inc. declines all liability whatsoever for any loss, damage, injury, illness, accidents, delay or any other irregularity (non-exhaustive list) howsoever arising or for consequential losses, lost profit, the failure to enjoy the arrangement or any other similar claims. Liability shall be limited under all circumstances to amount of the contractual price. Bucher Travel Inc. shall make every effort to ensure that all booked arrangements and services are carried out as specified in the most efficient and effective way possible. However, Bucher Travel Inc., does not legally own, operate, or exercise any control over its third-party suppliers for the provision of goods and/or services to be provided, including the service of alcoholic beverages, whilst third-party suppliers are in all cases selected with the utmost care. Bucher Travel Inc. does not accept any liability for errors and omissions by such suppliers, nor for any claims, or causes of action arising out of or related to any loss, damage, or injury that may be sustained as a result of a third-party supplier's wrongful acts or omissions. In no event shall Bucher Travel Inc. be liable for incidental or consequential damages sustained by a client arising out of any alleged breach of an agreement.

## **12. LIABILITY RELEASE**

Certain high-risk and sporting activities may require a liability release to be signed by client at any time prior to the start of the activity. Client understands and agrees that Bucher Travel inc. and/or certain third-party suppliers may require participants in a planned activity to sign a waiver of liability. If a participant refuses to sign such a waiver, they may not be permitted to participate in the activity, respectively the activity cannot be started until a release has been signed and provided to Bucher Travel Inc.

Bucher Travel Inc. declines all responsibility whatsoever for any high-risk and sporting activities. Any such activities are engaged in at the exclusive risk of the participant.

### **13. FORCE MAJEURE**

No party shall be liable or responsible to the other party (except for any obligations to make payments to the other party hereunder), or be deemed to have defaulted under or breached an Agreement, for any failure resulting in the inability to conduct the offered services or a program when and to the extent such failure is caused by or results from the following force majeure events ("Force Majeure Events"): (a) flood, fire, or earthquake; (b) declared war, a terrorist act in the city where the program takes place, or a riot within five miles of where the program takes place; (c) epidemics or pandemics (excluding COVID-19); (d) government order or law (excluding government order or law, or some other mandate, requiring guests to be vaccinated against COVID-19); (e) embargoes or blockades; (f) strikes or labor stoppages; or (g) shortage of adequate power or infrastructure.

If an Agreement is terminated pursuant to the terms in this section, Bucher Travel Inc. shall return to client all amounts paid by client to Bucher Travel inc. less the following (which Bucher Travel Inc. shall be entitled to retain or collect): (i) the initial program deposit, (ii) non-recoverable program deposits; and (iii) out-of-pocket costs Bucher Travel Inc. is obligated to pay.

### **14. DATA PROTECTION POLICY**

In order to process the bookings and to ensure that the arrangements meet client's requirements, Bucher Travel Inc. will receive the travellers' personal data from the client or from a third party. The client and the third party represent and warrant to Bucher Travel Inc. and shall further ensure that he/she is entitled to collect and disclose these personal data. Bucher Travel Inc. is subject to Swiss data protection legislation and will process data in compliance with the applicable Swiss data protection laws and regulations. Appropriate data security arrangements have been put in place. In particular, personal data shall only be disclosed to third parties insofar as necessary for the arrangement booked.

### **15. APPLICABLE LAW, COURT OF JURISDICTION**

Swiss law (excluding the provisions on the conflict of laws) shall be applicable. The place of jurisdiction is Dierikon, Switzerland.

Dierikon, January 01, 2023