

# General Terms and Conditions for Globetrotter Travel Service AG (Premium Travel Department)

Thank you for your interest and trust in us. The following General Terms and Conditions are valid for all Globetrotter Travel Service AG (hereafter: GTS) services.

## 1 Contract conclusion

**1.1 Registration:** A contract can be entered into by the customer and the Premium Travel section of Globetrotter Travel Service AG (hereafter: Globetrotter) in written form (via the booking form on the website, e-mail, or post) or through a booking made by telephone or in person. These General Terms and Conditions apply to this contract. The customer accepts receipt of this contract as well as its content with payment of the bill (or deposit) at the very latest. The customer is responsible for the provision of correct personal data (name and date of birth as given in his/her passport) to GTS. It is likewise the responsibility of the customer to check the correctness and completeness of all details after receipt of the bill/confirmation. GTS must be notified of any discrepancies immediately. Any consequential charges that may arise due to the customer's failure to notify GTS will fall to the customer.

**1.2 Flight-Only Bookings:** With all flight-only bookings made by GTS, the terms and conditions of travel and contractual conditions of the airlines in question are valid. It must be noted that the contract between the customer and the airline comes into existence only once the flight tickets have been issued. Any alterations on the part of the airline are the responsibility of the customer until the issuance of said tickets.

**1.3 Services from other organisers:** In the case of services that are not organised and undertaken by GTS, the general terms and conditions of travel and contractual conditions of the organiser in question are valid, which GTS will pass on to the customer before the conclusion of the contract.

## 2 Payment Conditions and Prices

**2.1 Payment Conditions:** A deposit is due upon receipt of the bill/confirmation, in line with the information on the bill/confirmation. Payment for the remaining balance is due 30 days before departure at the latest, unless otherwise stated on the bill/confirmation. In the case of online bookings made at [www.globetrotter.ch](http://www.globetrotter.ch), payment is due immediately and travel documents are issued right away.

**2.2 Price Changes:** In the following cases, GTS reserves the right to make price corrections:

- Price changes made by transportation companies and/or other service providers
- New or increased governmental pre-payments or fees (e.g. VAT, airport taxes, security fees etc.)
- Obvious printing and publication errors

## 3 Validity of booked services

Any services booked are only valid for the dates stated on the bill/confirmation.

**3.1 Validity of flight tickets:** Flight tickets are generally only valid for transportation with the airline concerned. It is no longer possible to rebook with a different airline or make alterations to your route or arrange additional stopovers while you are travelling. Flight tickets must be used in full and in the order in which they were booked. Failure to use an individual flight may lead to a loss of transportation rights for all other flights booked, or to a recalculation of the ticket price by the airline. This may be higher than the price of the original flight ticket booked.

## 4 Return Journey/Onward Journey/Current Flight Times

In the case of any short-notice flight schedule alternations, GTS recommends that you check current flight times at least 72 hours before your flight at [www.globetrotter.ch/mytrip](http://www.globetrotter.ch/mytrip) or with the airline directly, and to check-in online (depending on the airline, this can be done 24-48 hours before departure). Missed flights may lead to a loss of transportation rights for all other flights booked; any additional costs will fall to the customer.

## 5 Service Taxes and Reservation Fees

As part of the costs within the areas of customer deposit protection/travel warranties, liability, individual tours and package arrangements, a service tax of CHF 40 – CHF 100 may be charged per person.

## 6 Booking Alterations

Requests for booking alterations made by the customer must be sent in written form.

### 6.1 Booking alterations for services offered by airlines, organisers and third-party providers:

If alterations to data must be made before your travel documents have been issued, depending on the aircraft, organiser or third-party provider, a booking alteration fee of CHF 100 per person per service (exact fees upon request) will be added to the bill. Once your travel documents have been issued, booking alterations before departure are treated as a cancellation, as the documents must be issued again. In such cases, the cancellation costs stated on the bill/confirmation will be charged. After departure, booking alteration fees are determined in accordance with the bill/confirmation.

## 7 Cancellation Conditions

**7.1 General conditions:** In the case of cancellation before departure, an administrative fee of at least CHF 80 per person per service will be charged by GTS, in addition to the costs indicated in points 7.2 to 7.6, charged by the service provider. In the case of cancellation, the service tax is not refunded.

**7.2 Scheduled flights:** Cancellation costs will vary depending on the services booked and the airline. The cancellation costs applicable for the booking in question are indicated on the bill/confirmation.

**7.3 Chartered flights:** Cancellation costs will vary depending on the services booked and the organiser. The cancellation costs applicable for the booking in question are indicated on the bill/confirmation.

**7.4 Land services (motorhomes, rental cars, hotels etc.):** Cancellation costs will vary depending on the services booked and the organiser. The cancellation costs applicable for the booking in question are indicated on the bill/confirmation.

**7.5 Package trips:** The cancellation costs for package trips can be found on the valid itinerary, price list or bill/confirmation provided at the time of booking.

**7.6 Premature return/trip interruptions:** If the customer must interrupt his/her trip, or alters certain services during the trip, he/she does not have the right to a refund. In the case of an interrupted trip or alterations to the travel services booked, any (additional) costs will fall to the customer.

## 8 Delivery of Travel Documents

Travel documents are sent to the customer at least one week before departure and after receipt of payment, via post and/or e-mail. The customer is obliged to check these documents for correctness and completeness.

## 9 Refunds for Flight Tickets

In the case of fully unused tickets, which can be presented within the period of their validity for a refund, a refund may be possible (depending on the flight tariff). The conditions and procedure for a possible refund vary depending on the airline, and the processing time can last several months. Administrative fees deducted by airlines and organisers can be very high. In the case of unused journey stages, no refund is usually possible.

## 10 Loss of Travel Documents

GTS recommends that you keep copies of your travel documents, in paper form and/or electronically. In the case of loss of travel documents, GTS can accept no liability.

## 11 Travel Insurance

We strongly recommend that you purchase an insurance policy (for cancellation costs and travel-related incidents). Such insurances are arranged by GTS and can be taken out at the time of booking. If the customer rejects an insurance contract, he/she confirms that he/she has an adequate private insurance policy. The customer must ensure that he/she is adequately covered in the event of accidents or illness abroad. Important: GTS recommends that customers inform themselves about the General Conditions of Insurance before 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.

- 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. If documents are damaged or lost by GTS, GTS will only be liable for the cost of creating the new documents and visa.

## 13 Safeguarding of Customer Deposits

Through its membership of the Guarantee Fund of the Swiss travel branch, GTS guarantees the safeguarding of sums paid in connection with a package holiday.

## 14 Complaints

**14.1 Complaints on the spot and corrective measures:** If the customer should have reason to make a complaint during his/her trip, this must be brought to the attention of the relevant tour guide, local representative or service provider (e.g. hotel) immediately and urgently. Usually, this will allow for corrective measures to be taken on the spot.

**14.2 If no solution can be found on the spot:** If no corrective measures can be found on the spot, the customer must demand a written confirmation, which summarises the nature and content of the complaint. Tour guides, local representatives and service providers are not authorised to recognise compensation claims.

**14.3 After return:** If no satisfactory solution could be found on the spot, the customer must send a written account of the complaint to GTS along with the confirmation provided by the service provider within 30 days of his/her return. If these conditions are not fulfilled, all claims will lapse.

## 15 Liability

The liability of Globetrotter is limited to a maximum of twice the total travel costs. This limitation is not valid for personal damages or in the case of gross negligence. Claims must be sent to GTS in written form within 4 weeks of the end of the trip at the latest, otherwise the claim is forfeited. All compensation claims expire within 1 year of the end of the trip.

**15.1 Exclusions of liability:** GTS accepts no liability if the contract is unfulfilled or inadequately fulfilled due to

- negligence on the part of the customer,
- unforeseeable or unavoidable negligence on the part of a third party, which is not a participant in the delivery of the contractually agreed services,
- force majeure or an event that GTS or a service provider could not have foreseen, even with all due care. GTS thus accepts no liability for changes during the course of the trip that are due to strikes, unrest, weather conditions, official measures, delays on the part of third parties etc., and in the case of schedule changes that occur as a result of alterations made to flight schedules.

## 16 Ombudsman

If a dispute should arise between the customer and GTS in the case of a complaint, the customer has the option of bringing the case to the attention of an independent ombudsman within the Swiss travel branch. The ombudsman will endeavour to reach a fair and balanced settlement in the case of any kind of problems between the customer and GTS (or the travel office where the trip was booked). The address of the ombudsman is: Ombudsmann der Schweizer Reisebranche, Postfach, 8038 Zurich. Mon–Fri 10.00–16.00, Tel. 044 485 45 35, Fax 044 485 45 30, [info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch)

## 17 Data Protection

**17.1 Your data:** GTS requires various data from you and anyone travelling with you to ensure that the contract is correctly processed. GTS is subject to Swiss data protection laws. We are obliged to keep your data safe and to save it within Switzerland.

**17.2 Communication of data to service providers and authorities:** GTS only passes on your data if this is required to process the contract with the service provider.

The service provider may be located abroad, where the data protection in place may not meet Swiss standards. Both GTS and the service provider may be obliged, due to legal provisions or official orders, to pass data pertaining to you to (foreign) authorities. This is especially but not exclusively the case with flights to the USA (Advance Passenger Information System [APIS], or the TSA Secure Flight Programme) or owners of holiday apartments and hoteliers.

**17.3 Highly sensitive personal data:** Depending on the services booked, it may be the case that GTS requires access to highly sensitive personal data. For example, in order to meet your catering requirements, we may need to gather information pertaining to your religious affiliation. Such data is usually passed onto service providers to ensure correct contract fulfilment, or to governmental bodies, due to legal obligations or official orders, for example. By furnishing us with such information, you explicitly authorise us to use this information in such ways.

**17.4 Information about our offers/programme:** If you have subscribed to our newsletter, GTS will inform you in future about GTS programmes and trips. You have the option of unsubscribing from this service at any time.

**17.5 Enforcing rights:** GTS retains the right to pass on your data to authorities and third parties in order to enforce our legitimate interest. The same holds in the case of a suspected crime.

**17.6 Questions regarding data protection:** If you have questions regarding data protection, would like to view the data we have saved, or would like to unsubscribe from our information service, please get in touch with your GTS branch or contact us via e-mail at [datenschutz@globetrotter.ch](mailto:datenschutz@globetrotter.ch)

## 18 Place of Jurisdiction

In the relationship between the customer and GTS, Swiss law is exclusively applicable. Complaints against GTS can only be presented to the registered headquarters in Bern, Switzerland.

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