

Individual guests

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. Applicability

The general contract and travel conditions apply for bookings of packages made by the end user directly with Jungfrau Tours. In cases where the customer only booked individual travel components (e.g. a train ticket), Jungfrau Tours operates only as an agent for the services of third parties (railways). In this case Jungfrau Tours is not the contracting party and is therefore not liable for the proper execution of the contract. The general terms and conditions of mediated railway companies, hotels, car rental agencies, etc. apply.

2. Conclusion of the contract

The customer is required to correctly state the first- and last names, date of birth of all travellers, the selected hotel category, flight number and full address including telephone number and e-mail address or fax number. Inaccurate and incorrect information may lead to denial of service. Based on the booking inquiry Jungfrau Tours will send the customer an offer. The contract between the customer and Jungfrau Tours is valid after acceptance of the offered services from Jungfrau Tours by the customer via fax, e-mail, phone or letter. After conclusion of the contract the customer receives the payment details of the services booked. If the customer signs on additional travel participants, they are responsible for their contractual obligations (especially the payment of travel costs) as well as their own commitments. The contractual agreement and these contract and travel conditions apply to all travel participants.

3. Prices and payment conditions

The prices for the travel arrangements can be found in the online documents or in the brochures of Jungfrau Tours. The prices offered by Jungfrau Tours prevail.

The travel price is to be paid within 2 days upon receipt of the payment information. Down payments are granted only after prior consultation with Jungfrau Tours. The travel documents will not be sent to the customer before receipt of the total package price. Payment must be made by credit card. Payment by bank transfer is possible only with the express consent of Jungfrau Tours. The travel documents will either be sent to the customer at their home address (surcharge for registered mail and postal expenses) or deposited at the pick-up location in Switzerland (first night in a hotel or SBB travel agency at the Swiss airport).

Not honoured or revoked credit card payments prior to departure will be treated as a cancellation under paragraph 4, after the tour, the entire tour price will remain due.

Jungfrau Tours reminds the customer that additional fees, that are not mentioned in the online documents or brochures may be charged for consultation and reservations. Jungfrau Tours will inform the customer accordingly.

4. Change of booking or travel cancellation by the customer

If the customer wishes to change the booking or cancels the trip, he or she must notify Jungfrau Tours by e-mail, fax, and telephone or by registered Mail. The documents that have already been received must be returned to Jungfrau Tours.

4.1 Change of booking or change of date of booking

By change of booking, such as change of names or additional booked services, etc. the customer will be charged CHF 60.00 per person, but maximum CHF 120.00 per order. If there is a change of the travel dates within the travel period of the booked package occurs or if there is a change in the destination or departure, up until 30 days prior arrival date, a change fee of CHF 100.00 per person, but maximum CHF 200.00 per order will be charged. Later changes can, if possible, only be executed according a cancellation as stated in paragraph 4.3 and immediate new booking.

4.2 Change of names of participants

Should the customer not be able to attend the tour, a substitute traveller can be determined as replacement traveller. In this case a change fee of CHF 100.00 per person, but maximum CHF 200.00 per order will be charged. Jungfrau Tours can deny the replacement person should the person not be capable to attend the tour or if legally restrictions prevent this person to attend the tour. Should the replacing person attend the tour, the original customer and the replacing person are liable as creditor for the amount of the booking and the additional costs caused by the abovementioned change.

4.3 Cancellation terms

By cancellation the customer will be charged following cancellation fees:

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| Up to 30 days before arrival | = 25% of travel price, at least CHF 100.00 per person |
| 29-15 days before arrival | = 50% of travel price |
| 14-4 days before arrival | = 75% of travel price |
| 3-0 days before arrival | = 100% of travel price |

For specific times like Christmas / New Year, the special cancellation fees on the offer / confirmation / invoice apply.

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.

5. Cancellation or contract amendment by Jungfrau Tours

5.1. Amendment prior to contract conclusion

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 changes after contract conclusion

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. Unforeseen 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 4.3 and claims for damages remain reserved.

7. Changes to program 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. Premature cancellation of the tour by the customer, unused services

Should the Customer terminate his tour or not take advantage of specific services for any reason, the Customer 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.

9. Complaints

Should the agreed services laid out in the Contract not be fulfilled during the tour or the Customer 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.

10. Liability of Jungfrau Tours

10.1 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 9, 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.

10.2 Liability restrictions, liability exclusions

10.2.1 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.

10.2.2 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 fellow travelers 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.

10.2.3 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.

10.2.4 Other damage (property damage, 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.

10.2.5 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.

10.4 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

10.5 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.

11. 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.

12. Entry, visa and health regulations

The Customer shall inform him selves 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. 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 he carries the respective documentation. Should entry to Switzerland be refused, the Customer is liable for all costs incurred for the outward and return journeys. Jungfrau Tours hereby draws the attention of the Customer to the legal consequences regarding the import of illegal goods and other objects.

13. Data protection

13.1 Data of the customer and fellow travellers

Jungfrau Tours requires various information from the customer and follow travelers (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 follow travelers and save this data in Switzerland.

13.2 Transfer 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 follow travelers to the authorities due to statutory regulations or official directives. This applies in particular, but not exclusively, to hotel owners.

13.3 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.

13.4 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 follow travelers to Jungfrau Tours, the Customer consents to processing of personal profiles within the framework of this data protection provision.

13.5 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.

13.6 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.

13.7 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.

14. 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.