

These general contract and travel conditions regulate the legal relationship between Jungfrau Tours AG, CH-3800 Interlaken (Jungfrau Tours) and its customers in relation with travel arrangements or other services that are provided by Jungfrau Tours. These conditions are also legally binding for 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 travel 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:

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 decisive factor for the calculation of cancellation, modification date is the date of receipt of the declaration at Jungfrau Tours during normal office hours; on Saturdays, Sundays and public holidays, the next working day will be decisive. This regulation also applies to notifications by e-mail, over the website, by answering machine, fax, or other electronic media.

5. Cancellation or contract amendment by Jungfrau Tours

5.1. Amendment prior to contract conclusion

The tenders on the Website and other advertising media are not binding offers. Jungfrau Tours reserves the right to change descriptions, services and prices before booking. Should this be the case, Jungfrau Tours will inform the customer prior to contract conclusion.

5.2. Price changes after contract conclusion

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

- Price increase by travel companies, hotels, other services
- Recently introduced or raised taxes, deposits or fees

Price increases will be notified no later than 3 weeks prior to departure. If the price increase is more than 10%, the customer has the right to either withdraw from the contract free of charge within 5 days of notification or to accept an alternative travel arrangement of equal value from Jungfrau Tours.

6. Travel cancellation by Jungfrau Tours

6.1. Unforeseen events, force majeure, strikes

Force majeure (natural disasters, government measures, etc.), unforeseen or unavoidable events can cause Jungfrau Tours to change a travel program or individual services or to cancel a trip. By change of program or services Jungfrau Tours strives to offer an equivalent solution. If the trip needs to be cancelled Jungfrau Tours refunds the paid travel price (insurance premiums will not be refunded or remain owed respectively). Further claims by the customer are excluded.

6.2. Cancellation by the customer

Jungfrau Tours can cancel a trip due to reasons of the customer. In this case Jungfrau Tours will refund the already paid travel price. Further claims are excluded. Cancellation fees are obligatory according to paragraph 4.3 as well as compensations.

7. Changes to program or services during the trip

Jungfrau Tours strives to carry out the trip as agreed. Nevertheless there can be performance and program changes. In these cases Jungfrau Tours will offer the customer an equivalent solution where possible. If the rectification causes excessive cost or disproportionate effort for Jungfrau Tours, Jungfrau Tours may refuse the rectification. Any additional costs shall be borne by the customer. Should program changes or changes in performance or failure in performance result from force majeure, Jungfrau Tours may decline rectification. Any possible additional costs shall be borne by the customer.

8. Premature termination of the trip by the customer, unclaimed services

If for some reason the customer prematurely ends their trip or does not obtain certain services, the price for the travel arrangements can't be refunded to the customer. Any unclaimed services will be refunded minus a processing fee of 20% as long as they have not been charged to Jungfrau Tours, the services are not absolutely irrelevant and the refund is not contrary to legal or regulatory provisions.

9. Complaints

If the agreed services are not performed according to contract or if harm is done to the customer, the customer is obliged to report this deficiency or harm to the service provider (hotel, Railway Company, etc.) or to Jungfrau Tours immediately and request free rectification. The service provider or Jungfrau Tours will attempt to rectify the problem within a reasonable timeframe. If such support proves to be impossible or inadequate, the customer is obliged to confirm the alleged defects or damage and the failure to rectify by the provider in writing. Should such assistance prove to be inadequate or not feasible the customer is required to have the service provider confirm the done harm or shortcomings and the failure to rectify in writing. They are not authorized to honour claims of any kind in the name of Jungfrau Tours. Should no assistance be provided within a reasonable time frame (48 hours) but the shortcomings or the done harm are substantial the customer is entitled to seek help independently, hereafter called self-help. The associated costs will be refunded by Jungfrau Tours under consideration of the selected "hotel category and transport" if the service provider has confirmed the shortcomings in writing and the customer provides receipts for all borne expenses. All claims must be asserted with Jungfrau Tours within 4 weeks after the agreed end of the trip. Confirmations of the done harm, shortcomings and costs for self-help must be included. If the customer fails to report harm done and shortcomings etc. immediately during the trip, they cannot submit any corresponding confirmation or receipts of the self-help or makes a claim later than 4 weeks after the agreed end of the travel, all rights will forfeit.

10. Liability of Jungfrau Tours

10.1 General

Under the following circumstances Jungfrau Tours will compensate the customer for the value of agreed but poorly or not performed services, additional expenditure, the harm suffered, etc., as long as the service provider or Jungfrau Tours was not able to provide an equivalent alternative at the time. In the case of self-help the additional expenditure is refunded up to two times the price / person per traveller according to section 9. provided chapter 7 and the following conditions below.

10.2 Limitations of liability, disclaimers

10.2.1 International agreements and national laws

If International agreements, based on international agreements or national agreements, contain applicable, contractually not amendable limitations or exclusions of compensation for done harm, etc. resulting from non-fulfilment or improper fulfilment of contract, Jungfrau Tours is only liable in accordance to these agreements and laws.

10.2.2 Disclaimers

Jungfrau Tours is not liable if the non-fulfilment or the improper fulfilment of the contract is attributable to the following causes:

- a. Negligence of the customer or fellow travellers before or during the trip;
- b. Unforeseeable or unavoidable negligence of a third party which is not involved in the provision of the contractually agreed performance;
- c. Force majeure or an event which Jungfrau Tours, the mediator or the service provider could not foresee or forestall, despite due diligence.

In these cases all liability for damages, obligation to rectify immaterial damages, frustration, compensation for self-help, etc. is excluded from Jungfrau Tours.

10.2.3 Personal injury

For personal injuries that are the result of non-fulfilment or improper fulfilment of the contract, Jungfrau Tours is liable according to these terms and conditions, the applicable international agreements, the laws based on international agreements and national laws.

10.2.4 Other damage (property damage, financial loss, etc.)

By other damages, i.e. non-physical damage, that are caused by non-fulfilment or improper fulfilment of the contract, the liability of Jungfrau Tours is limited to no more than double the travel price/person per traveller, unless the damage was caused intentionally or by gross negligence; provided are these general contract- and travel conditions as well as the applicable international agreements, the laws based on international agreements and national laws with lower liability limits or liability exclusions.

10.2.5 Wasted vacation time, loss of holiday enjoyment, frustration

Jungfrau Tours is not liable for wasted vacation time, loss of holiday enjoyment, frustration, etc.

10.4 Non-contractual liability

The non-contractual liability shall be governed by the relevant statutory provisions, international agreements and laws based on international agreements. By other damages, i.e. no physical injury, liability is limited to double the travel price/person per traveller unless international agreements, laws based on international agreements, national laws or these general terms and conditions foresee lower liability limits or exclusion of liability.

10.5 Expiration

All claims shall be time barred one year after the contractual end of the trip.

Provided shorter statutory periods of limitation in the applicable international agreements, laws based on international agreements or national laws respectively longer non-adjustable statutory periods of limitation.

11. Insurance

The liability of travel, transport and flight companies is limited. Jungfrau Tours advises the customer to obtain appropriate insurance such as luggage, accident or health and cancellation insurance.

12. Entry, visa and health regulations

The Customer should inquire about applicable entry and health regulations at the Swiss embassy or the consulate in advance. It is the responsibility of the customer to check the validity of travel documents including any visa. In case of cancellation due to not received or delayed travel documents, the cancellation conditions apply. The customer should insure that they are holding all required documentation at departure. If entry to Switzerland is denied, the customer will carry the full costs for arrival and departure. Jungfrau Tours reminds the customer of the legal consequences related to the import of illegal goods and other objects.

13. Privacy Policy

13.1 Data of the customer and fellow travellers

Jungfrau Tours requires various data from the customer and fellow travellers (such as first name, surname, date of birth, address, phone number, etc.) so that Jungfrau Tours may prepare a journey proposal and for the correct contract. Jungfrau Tours is subject to Swiss data protection law. Jungfrau Tours is obliged to safely store the customers' data and saves it in Switzerland.

13.2 Transfer to service providers and authorities

Jungfrau Tours will transfer the data to service providers if it is necessary for contract management. Both Jungfrau Tours as well as service providers may be required by law or governmental decree to pass data from the client to the authorities. This concerns particularly, but not exclusively, hotels.

13.3 Particularly sensitive personal data

Depending on booked services, it is possible that Jungfrau Tours must collect particularly sensitive personal data or that the customer has to provide this data to Jungfrau Tours. It may occur that the customers' religious beliefs will be revealed due to their catering wishes. Such data may be forwarded to service providers for correct contract fulfilment or to public authorities if required by legal obligations or governmental orders. If the customer discloses such information they authorize Jungfrau Tours to use it in accordance with this purpose.

13.4 Personality profiles

Depending on the size of data transferred to Jungfrau Tours so-called personality profiles may emerge. If the customer discloses their own and fellow travellers data to Jungfrau Tours, they agree to the handling of personality profiles in agreement to this Privacy Policy.

13.5 Information on offers and programs of Jungfrau Tours

Jungfrau Tours will inform customers of their programmes and travel information in the future. The customer always has the option to cancel this service by Jungfrau Tours.

13.6 Enforcement of rights

Jungfrau Tours reserves the right to forward data to authorities and third parties for enforcement of legitimate interests. The same applies under suspicion of a crime.

13.7 Questions about data protection

If the customer has questions about data protection or would like to inspect the stored data they should contact Jungfrau Tours directly.

14. Governing Law and Jurisdiction

Swiss rights apply. The parties agree on CH-3800 Interlaken as the exclusive jurisdiction. The foregoing provisions about the governing law and jurisdiction are subject to contractual, non-amendable provisions in 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.