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# General Terms and Conditions of Brig Simplon Tourismus AG for Package Holidays

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## 1. Scope of application

- (a) These General Terms and Conditions of Travel (hereinafter **GTCT**) govern the contractual relationship between Brig Simplon Tourismus AG (hereinafter **BST** or **we/us**) and its consumers (hereinafter the **Customer** or **you**) for the organisation of package holidays by **BST**.
- (b) A package holiday refers to a package of at least two of the following services organised by us under one joint offer: (i) transport, (ii) accommodation, (iii) other tourist services that are not ancillary services of transport or accommodation and make up a significant part of the overall service.
- (c) By booking or enjoying a package holiday provided by us, you accept these GTCT and these become a part of the contract.
- (d) Your own general terms and conditions or similar documents are hereby explicitly excluded, even where you have made reference to their validity.

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## 2. Formation of contract

- (a) The offer shall be based on the travel specifications and the supplementary information provided by us for the relevant package holiday. Destination and hotel brochures, online specifications or advertisements that are not issued by us are not binding for us and our obligation to perform.
- (b) Your travel registration or booking request shall only be considered an offer to us until the conclusion of a contract. A contract (hereinafter each referred to as **individual contract**) shall only be formed upon our

consent. Consent shall be provided by way of written confirmation, signature of a written contract or through performance of the order and/or rendering of the service by us. We reserve the right to reject booking requests without providing a reason.

- (c) If you book a package holiday for you and other persons, you shall assume responsibility for all other persons. You shall undertake to ensure that all persons travelling have read and accepted this GTCT.

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## 3. Prices and payment conditions

- (a) All prices stated are per person and given in Swiss francs (CHF) including VAT.
- (b) We may offer services on a pre-payment basis or on account at our discretion. Unless stated otherwise, the entire travel price shall be due within 30 days of booking, but no later than 10 days prior to the start of travel.
- (c) Deductions (discounts, etc.) from the travel price may not be made. Settlement by way of counterclaims is not permitted.

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## 4. Contract amendments

- (a) We shall make all efforts to ensure services are rendered exactly as agreed. However, small changes to the programme are sometimes necessary. We thank you for your understanding in this regard. We reserve the right to change the travel programme or individual agreed services (e.g. accommodation, type/mode of transport, type of activities and their order, catering, etc.) where we are required to do so due to unforeseeable or unavoidable circumstances. We

shall make all efforts to offer you replacement services of the same value. We shall notify you about such changes and their impact on the travel price as soon as possible.

- (b) Where the contract amendment is *significant*, you may withdraw from the individual contract and will be refunded any already paid travel price immediately insofar as you inform us in writing of such withdrawal within 30 days of notification of the contract amendment.

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#### **5. Information obligations and communication**

- (a) You must take it upon yourself to proactively inform us of any circumstances that are relevant to the rendering of the service. In particular, all information you provide to us must be complete, correct, up to date and truthful and you must inform us of any allergies, food intolerances or medical conditions without being requested to do so.
- (b) You are responsible for ensuring that we are able to reach you within a reasonable time via the communication channels provided by you. We must be notified of any changes (e.g. mobile number or email address) immediately. If you fail to do so, any correspondence we send to the old address shall be deemed as immediately received.

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#### **6. Cancellation, changes to booking or no-show**

- (a) The following cancellation fees apply for cancellations:
  - (i) Cancellation up to 30 days prior to start of package holiday: free
  - (ii) Cancellation between 29 and 8 days prior to start of package holiday: 50% of agreed travel price
  - (iii) Later cancellation: full amount due

Notification of cancellation must be made in writing during our business hours (i.e.

received by us on business days in Brig between 08:00 and 17:00). If notification of cancellation is submitted outside of our business hours, it shall be deemed as received on the next business day at 08:00.

- (b) In addition to the cancellation fees in accordance with Section 6(a), you shall be responsible for all costs for already booked and non-refundable third-party services (e.g. an already issued bus ticket). We may also request a processing fee of up to CHF 150 at our discretion.
- (c) In the event of a no-show by you for whatever reason (illness, traffic delay, etc.), the full amount shall be due (except in cases of prompt cancellation in accordance with the above paragraphs).
- (d) In the event that one person unable to attend, a replacement person may be named to take over the booking insofar as this person fulfils all the relevant conditions and you notify us of this replacement within a suitable period prior to the start of the holiday.

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#### **7. Cancellation of package holidays by BST**

- (a) We shall be entitled to cancel package holidays where your actions or omissions cause us to do so.
- (b) We may also cancel a package holiday or change its programme in the event of heavy snowfall, heavy rain, storms or other adverse weather conditions, unforeseeable staff shortages or other unfavourable general conditions and events of force majeure (such as those defined in Section 11).
- (c) Certain package holidays require a minimum amount of people. We may cancel a package holiday due to failure to meet this minimum amount of persons where we have stated the minimum amount of persons and latest deadline for withdrawal in the travel specifications or travel confirmation.
- (d) In the event of cancellation of the package holiday in accordance with Section 7(a)-

7(c), you may request a refund of any already paid purchase price. You shall not have any claims against us beyond this.

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## 8. Deadlines and dates

- (a) We do all we can to ensure agreed dates and times are adhered to but we cannot provide any guarantee in this regard. In particular, we assume no responsibility and are not liable for delays or postponements that arise through no fault of our own.
- (b) We shall notify you of any postponed deadlines and dates in good time where possible.

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## 9. Customer complaints

Where the package holiday is not as agreed or you suffer harm, you shall be obligated to submit a complaint about the shortcoming and/or defective performance in writing immediately to us and the relevant third-party service provider and request remedy. If you fail to do so, you shall waive your contractual or statutory right to make a claim.

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## 10. Liability

Our liability shall be limited to two times the price of the package holiday, except in the event of personal injury and harm caused by intent or gross negligence.

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## 11. Force majeure

- (a) We shall not be liable for any breaches of contractual obligations where such breaches are a result of force majeure. Force majeure shall include any unexpected external events that cannot be avoided with reasonable measures which prevent us from fulfilling our contractual obligations. These includes, for example, wars, civil wars, armed conflicts, natural disasters, acts of terror, epidemics and

pandemics, quarantines, government measures, fire, blackout, etc.

- (b) In such cases, we shall be exempt from fulfilling the contractual obligations in question for the duration of the disruption and all deadlines shall be automatically extended by the duration of the disruption.
- (c) Where the disruption lasts for longer than 30 days, both parties shall be entitled to withdraw from the individual contract with written notice where such notice of withdrawal is submitted within 7 days of the 30-day period elapsing. Compensation for damages in such cases shall be mutually excluded.

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## 12. Intellectual property rights

- (a) All copyrights, trademark rights, property rights and other rights pertaining to content provided by us, whether this be physical content (e.g. brochures, information sheets, etc.), website content or other forms of content, shall remain with us or the respective licensor. Any changes, duplications, disclosures, publication or forwarding to third parties of this content, as well as any other form of exploitation, shall be prohibited without our prior written consent.
- (b) We do not provide any guarantee that the provided content does not violate any third-party rights and exclude any liability in this regard.

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## 13. Data protection

Our conduct with personal data is governed by a separate privacy policy, available at [www.brig-simplon.ch/agb-datenschutz](http://www.brig-simplon.ch/agb-datenschutz).

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## 14. Miscellaneous

- (a) Statements made in text form transmitted or recorded via electronic media (email, SMS or the like) shall apply as written

statements pursuant to the Swiss Code of Obligations.

- (b) We are entitled to amend these GTCT at any time. You shall be notified of any amendments made during an ongoing contract in advance. Amendments shall be deemed as accepted by you without written objection within 30 days of notification. In the event of objection, you shall be free to terminate the business relationship with immediate effect.
- (c) Where one provision of these GTCT or the individual contract between you and us is invalid or ineffective, this shall not affect the effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by an effective provision that most closely reflects the economic purpose of the invalid or ineffective provision. The same shall apply for gaps.
- (d) Rights and obligations arising from an individual contract may only be assigned where this is explicitly provided for in these

GTCT (e.g. Section 6(d)) or with our prior written consent. In such cases, you shall be obligated to impose all rights and obligations upon the legal successor in full, including this Section 14(d).

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**15. Applicable law and place of jurisdiction**

- (a) Except in the event of any compulsory places of jurisdiction, the exclusive place of jurisdiction for all disputes pertaining to these GTCT or an individual contract shall be the town of Brig-Glis.
- (b) The legal relationship between you and us shall be subject to Swiss law exclusively, excluding its conflicts of laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (c) In the event of any conflict or difference in interpretation between the different language versions of this document, the German version shall prevail.