
General Terms and Conditions of Brokerage of Brig Simplon Tourismus AG

1. Scope of application

- (a) These General Terms and Conditions of Brokerage (hereinafter **GTCB**) govern the relationship between Brig Simplon Tourismus AG (hereinafter **BST** or **We/Us/Our**) and persons (hereinafter the **Customer** or **You**) regarding services or products that we do not offer ourselves but merely broker (hereinafter **Brokered Services**).
- (b) For services and products that We offer ourselves (e.g. city tours and gold panning), our General Terms and Conditions or our General Terms and Conditions of Travel apply exclusively (both can be found at <www.brig-simplon.ch/en/terms-and-conditions>).
- (c) With regard to Brokered Services, the contract is concluded directly between You and the relevant third-party provider exclusively (hereinafter **Third-Party Provider**).
- (d) By booking or utilising Brokered Services, you accept these GTCB.
- (e) Your own general terms and conditions or similar documents are hereby explicitly excluded, even where you have made reference to their validity.

2. Formation of contract

- (a) The contract for the provision of Brokered Services is concluded directly between You and the respective Third-Party Provider. Under certain circumstances, the General Terms and Conditions or other special contractual conditions of the Third-Party Provider may apply if you have agreed to them.
- (b) You must assert all claims in connection with the Brokered Services exclusively against the Third-Party Provider concerned.

3. Collection of payments by BST

- (a) In addition to brokering services, We also take over the collection of payments for certain Third-Party Providers, i.e. We will invoice you for the price of the Brokered Service, not the Third-Party Provider. In this case, You recognise the validity of the provisions of this section 3.
- (b) The following conditions apply insofar as You have not reached a different agreement with the Third-Party Provider.

3.1. Prices and payment conditions

- (a) All prices stated are per person and given in Swiss francs (CHF) including VAT.
- (b) The Third-Party Provider may, at its own discretion, offer services either for an advance payment or on account. Deductions (discounts, etc.) from the invoice amounts may not be made. Settlement by way of counter-claims is not permitted.
- (c) Payments for holiday accommodation bookings are due as follows, depending on the means of payment:
 - (i) Credit card and TWINT: 100% at the time of booking;
 - (ii) Bank transfer: 100% up to four weeks before arrival at the latest. You must ensure that the full amount in CHF is credited to the specified account, i.e. after any conversion fees, transfer fees or other costs and fees.

For bookings made less than four weeks before arrival, payment is only possible by credit card or TWINT.

3.2. Cancellation, changes to booking or no-show

- (a) The cancellation conditions of the respective Third-Party Provider apply.
- (b) The following cancellation fees apply for cancellations of holiday accommodation:
 - (i) Cancellation up to and including 60 days prior to start of the brokered service: free
 - (ii) 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 cancellation is submitted outside of our business hours, it shall be deemed as received on the next business day at 08:00.

In addition to the cancellation costs, the Third-Party Provider may demand compensation for services already booked that are not refundable and, at its own discretion, may also charge a processing fee.

- (c) If You fail to turn up at short notice for whatever reason (illness, traffic jam, etc.), the full amount will be charged.

4. Liability

We shall only be liable in the event of gross negligence or intent. Any liability on Our part for slight or medium negligence, and any liability for actions or omissions of Our agents or Third-Party Providers, shall be hereby excluded. This limitation of liability shall not apply where such is not permitted based on compulsory statutory regulations, e.g. in the event of personal injuries. In such cases, liability shall be deemed as limited to the minimum extent permitted.

5. 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), 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.

6. Data protection

Our conduct with personal data is governed by a separate privacy policy, available at www.brig-simplon.ch/en/terms-and-conditions.

7. 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) If a provision of these GTCB 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.

8. 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 GTCB shall be the town of Brig-Glis.
- (b) Applicable to these GTCB is 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.