

General Contract and Travel Conditions for bookings made through surselva.info or through the call-center of Surselva Tourismus AG

Valid from 01.02.2023

1. What these general contract and travel conditions regulate

- 1.1. Surselva Tourismus AG (Hereinafter referred to as SURSELVA) operates a reservation-system with a call-center and on surselva.info an Internet portal that facilitates the online booking of tourism-related products and services. SURSELVA has been authorised and commissioned by the VENDORS to provide services on their behalf and for their account. VENDORS are for example hotels, accommodation providers, transport companies, etc. For experiences or package holidays, the regional tourism organisations or SURSELVA itself may also be the VENDOR. The VENDOR is your contractor and is listed by name in the offers published on the website and in the travel documents. All services are hereinafter designated as TRIPS.
- 1.2. When making a booking (closing a contract) the contract is concluded directly between you and the VENDOR selected by you.
- 1.3. These general contract and travel conditions govern the legal relationship between you and SURSELVA and between you and the VENDOR as defined in paragraph 1.1.
- 1.4. The payment processing for your booking is made via Graubünden Ferien (GRF). SURSELVA and the VENDOR authorise GRF to make the collection on their behalf. The payment terms are defined in article 4.
- 1.5. For technical questions or to cancel your booking please contact us via email or phone at SURSELVA.

2. Registration / How the contract between you and the VENDOR is made

- 2.1. The trips and other services published on surselva.info or are offered by the call-center are non-binding travel suggestions. By booking as "Booked/Paid" you submit to the VENDOR a binding offer to which you are bound for five working days. The VENDOR is free to accept your offer. If the VENDOR accepts your offer, you will receive confirmation from SURSELVA on behalf of the VENDOR.
- 2.2. The contract between you and the VENDOR is concluded upon the unconditional confirmation of your booking by SURSELVA in the name of the VENDOR (together with these present general contract and travel conditions).
- 2.3. If in addition to yourself you book for further participants in the trip, you are liable for their obligations (in particular payment of the travel price) just as you are for your own. These general contract and travel conditions apply to all travel participants.
- 2.4. **No Withdrawal:** In tourism services, in which the details of delivery have been agreed or the services are available for an agreed period, there is no cancellation and no cost-free withdrawal. Should you be entitled to a right of cost-free withdrawal due to certain provisions of law, you are required to renounce this right, to the extent permitted by law.

3. Services and products

- 3.1. The VENDOR provides the information published on surselva.info or communicated by the call-center with regard to property, rooms, apartments and other available service(s). The VENDOR keeps this information updated and is solely responsible for the accuracy of the statements made at the time of booking.
- 3.2. The services/products are defined by the terms of reference on the internet and by the confirmation. Special requests on your part or side agreements are only part of the contract if they have been confirmed unreservedly by the VENDOR or by SURSELVA on behalf of the VENDOR.
- 3.3. Descriptions of public transport, tourist attractions and facilities of all kinds, infrastructure, and opening times are purely descriptive in nature and are not binding upon the VENDOR unless they specifically form part of the booking.
- 3.4. If pets are to be taken along by the guest, it is the responsibility of the guest to ascertain and ensure before booking that this pet (with information on its type and size), is allowed.

4. Prices and payment

- 4.1. **Prices:** You can see the prices of the services by viewing the offer published on the Internet or from the confirmation of your booking.
- 4.2. The prices denominated in Swiss francs (SFR) are definitive. Prices in other currencies (for example, as determined by a currency calculator) are provided solely for information purposes and are not binding. Invoices are issued in Swiss francs and are payable in Swiss francs. Credit card charges will also be in Swiss francs. **Bank and credit card fees which may possibly arise due to the exchange of a foreign currency into Swiss francs, and / or due to credit card payment fees, are your responsibility.**
- 4.3. Prices are, unless otherwise noted, inclusive of Swiss VAT.
- 4.4. **Payment processing by GRF:** the collection is carried out according to paragraph 1.4 by GRF. Online payments are processed via the payment service provider payyo.ch, TrekkSoft AG, Hauptstrasse 15, 3800 Matten b. Interlaken, Switzerland. The payment terms are defined in the following paragraphs 4.5 to 4.8
- 4.5. **Payment of hotel services (including hotel packages.):** Your booked services are to be paid for on arrival according to the information in the confirmation. The payment must be made in cash, in Swiss francs. Other means of payment that are accepted are listed on the confirmation or will be made known to you locally. If you do not pay on arrival for the booked services, according to the information in the confirmation, the VENDOR is entitled to refuse the services booked and demand cancellation costs in accordance with Paragraph 5.1. **Your credit card information** will be requested when booking only for security purposes. In case of cancellation of any or all of the travel services or in case of a no-show the cancellation costs (Section 5) are billed to your credit card.
- 4.6. **Payment of holiday apartment services:** Your booked services are to be paid for directly by credit card, PostFinance, PayPal, when booking or, if this payment option is offered, on account. If the booking date is up to 90 days before departure, half of the total amount is payable as a deposit when finalising the booking. Unless otherwise noted, the balance is due 60 days prior to arrival. In the case of credit card payment the balance of the amount owing will automatically be charged by GRF to the previously submitted credit card 60 days before arrival. For last minute bookings less than 90 days prior to departure, the total amount is payable. For bookings via the Internet shop, the total amount is always due.
- 4.7. **Paying for experiences, package deals, extras or vouchers:** Your booked services are to be paid for directly by credit card, PostFinance, PayPal, when booking or, if this payment option is offered, on account.
- 4.8. **Credit card, Post Finance or PayPal payment will not be honored:** If the payment is not honored or revoked with one of these payment methods, the booking will be regarded as canceled and the cancellation costs as per clause 5.1 shall be due for payment

If the down payment or the balance payment is not made in due time, or if the credit card payments are not honoured or are revoked, the benefits can be withheld, the contract can be cancelled, and payment of the cancellation costs can be demanded in accordance with paragraph 5.

5. If you change your registration or your itinerary or if you can not travel (cancellation/withdrawal)

- 5.1. **Cancellation charges:** For changes or cancellations, the following cancellation / withdrawal fees are levied (as a percentage of the base price) – unless contrary conditions are stated in the offer published in the Webshop or communicated by the call-center:

Accommodation services and packages:

up to 31 days before departure:	0% of the base price
30-16 days before departure:	50% of the base price
15-3 days before departure:	75% of the base price
2 - 0 days before departure or no-show	100% of the base price

Experiences (tickets, train trips, excursions etc.):

from booking date	100% of the base price
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Incidental costs such as visitor's tax, final cleaning, bed linen are excluded from this, as far as they are not already part of the base price.

Modifications and changes are treated as a cancellation with a new registration. For changes made while maintaining the already booked VENDOR, the details as per booking, and the main obligations, a processing fee of **50 SFR** can be charged by GRF provided that the change is possible. Otherwise, cancellation costs and cancellation fee apply. When cancellation fees are charged, you still have the right to try to show that the VENDOR suffered no loss or a lesser loss as a result of the cancellation, modification or change in the booked service. The decisive factor for the calculation of the date of invalidation, or rebooking, or modification is the arrival of your declaration at SURSELVA within normal office hours (this also applies to communications by e-mail, via the Internet site, by telephone or other media); for Saturdays, Sundays and public holidays, the next working day (in Ilanz) is the applicable one. SURSELVA can charge a cancellation fee of 50 SFR per cancellation.

- 5.2. **Cancellation insurance / insurance cover for fees for withdrawal of a reservation:** It is recommended that you take out a cancellation insurance policy / insurance cover for fees for withdrawal of reservation. The cost of insurance is not included in the services offered. This cancellation-fee insurance pays for the cancellation / withdrawal costs in certain cases, if the trip is cancelled prior to departure (but does not cover insurance premiums). The benefits are determined by the insurance policy. **Substitute traveller:** If you cancel your trip, you can nominate a replacement member, who may step in and take over the contract on the same terms. If a substitute traveller enters into the contract, you and he together (jointly) are liable for the payment of the total price. SURSELVA or the VENDOR will inform you within a reasonable period whether the designated replacement traveller can participate in the trip (in the high season this can take a few days); for trips with conditions for participation, a review is needed. If you name the replacement traveller too late or if he is unable to participate due to travel requirements, administrative orders, or legal regulations, etc., your withdrawal from the trip is regarded as a cancellation.

6. **Changes to services offered, prices, and transportation arrangements**
 - 6.1. **Changes before signing the contract:** The VENDOR and SURSELVA expressly reserve the right to change information on the Internet, service descriptions, prices, etc., at any time
 - 6.2. **Price changes after signing the contract:** Price increases may result from a subsequent increase in transport costs, or from newly introduced or increased state taxes and fees. If the cost of a trip increases, these increases can be passed on to you. The travel price increases accordingly. Such a price increase can take place no later than 3 weeks prior to departure.
 - 6.3. **Program and service changes, changes in the transport sector after booking**

The VENDOR reserves in your interest the right to change the itinerary or specific services agreed upon (such as accommodation, transport type, means of transport, etc.), if force majeure, or unforeseeable or unavoidable circumstances require it. The VENDOR will endeavor to offer you equivalent alternative services. The VENDOR will notify you as soon as possible of any such changes and their impact on the price.
 - 6.4. **Price increases of more than 10% or significant contractual changes prior to departure**

If the price increase is more than 10 percent or if the program change or the change in the trip is a significant change to the agreed trip, you can withdraw from the contract or take a replacement trip proposed by the VENDOR (if one can be proposed). If you decide to withdraw from the trip, the amount paid will be promptly repaid to you (by recrediting your credit card if you had used that as a payment method).
 - 6.5. **Program and service changes during the trip:** If during the trip a program or service change is made that affects a significant proportion of the agreed trip and if no adequate remedial action is taken, the VENDOR will reimburse you for any possible objective reduction in value between the agreed travel price and that of the services actually rendered, insofar as a VENDOR fault applies (for details see Section 10). Should the remedy cause excessive costs or disproportionate expense for the VENDOR or be a case of force majeure, the VENDOR may refuse the remedy. Any additional costs will be borne by the traveller.

7. **Trip cancellation by the VENDOR**
 - 7.1. **Overbooking:** Should there be an overbooking and thus a cancellation of the service, a possible substitute accommodation must be offered by the PROVIDER. This must be identical in terms of location, hotel and room category, and if necessary, of a higher quality. Any additional costs for taxis, additional expenses, additional costs of any kind, etc. shall be borne by the PROVIDER. Reduction, compensation and other claims on your part remain reserved. If no alternative accommodation can be found, the total price of the cancelled service will be refunded.

7.2. **Minimum number of participants:** If a minimum number of participants applies to your booked services, you will find this detail stated in the advertised offer. If the minimum number is not reached, the VENDOR may cancel the trip not less than 3 weeks prior to departure. The price paid for the cancelled services will be refunded.

7.3. **Force majeure, unforeseeable or unavoidable events, strikes, etc.:** Should unforeseeable or unavoidable events, force majeure (for example, natural disasters, epidemics, riots), weather conditions, official measures or strikes, etc., endanger the journey or make it difficult or impossible, the VENDOR may cancel the trip.

8. If you take the trip, but can not complete it

8.1. If you interrupt your trip prematurely, you will not be refunded the price of the booked trip. Extra costs, such as for transportation, etc., are your responsibility. Note in this context also the possibility of taking out a return journey cost insurance policy, which is not included in the trip price.

9. If you have cause to complain about something

9.1. **Complaints, complaints period and demands for redress:** If the trip does not match the contractual agreement or if you suffer loss or damage, you must promptly lodge a complaint with the VENDOR about this defects or loss or damage and demand cost-free redress, i.e., on the same day if possible. If the VENDOR is unavailable, please contact the local INFORMATION CENTRE (note opening hours).

9.2. The VENDOR or the INFORMATION CENTRE (if the provider is unreachable) on behalf of the VENDOR will endeavor to provide a remedy within a reasonable time. If within a reasonable time no remedy is provided or the provided remedy is not sufficient, you can get the VENDOR or the INFORMATION CENTRE to confirm in writing that you have reported the defects or loss or damage. If contrary to expectations, you reach neither the VENDOR on site, please call SURSELVA directly. The necessary details for doing so are contained in your travel documents. Neither SURSELVA nor the assistants of the VENDOR are authorised to recognise any claims, etc., on behalf of the VENDOR.

9.3. **How to make your claim against the VENDOR:** If you want to make claims regarding defects, refunds or compensation, etc., against the VENDOR, you must submit your complaint in writing to the VENDOR within one month after the contractual end of the trip. The confirmation from the VENDOR, SURSELVA and any possible evidence must be enclosed with your complaint.

9.4. **Forfeiture of your claims:** If you do not report the deficiencies, loss or damage, etc., in accordance with Paragraphs 9.1 and 9.2, you will lose and forfeit all rights to remedies, personal redress, price reduction, cancellation of the contract and compensation for damages, etc. The same applies if your claim against the VENDOR is not made in writing within a month after the contractual end of the trip.

10. Liability of VENDOR

10.1. **In general:** The VENDOR will reimburse you under these general contract and travel conditions for the value agreed, but not for services not rendered or poorly rendered, or for your additional expenses or for the loss suffered, insofar as it was not possible for the VENDOR (or the parties brought in to assist him such as SURSELVA etc.) to provide on the spot an equivalent service or trip as compensation, and insofar as there was negligence on the part of the VENDOR (or the parties brought in to assist him). This is subject to any provisions below and to Section 6.5.

10.2. Limitations of liability, and disclaimers

10.2.1. **International agreements and national laws:** If international treaties and national laws include limitations or exclusions of compensation for damages resulting from non-fulfillment or inappropriate fulfillment of the contract, etc., the VENDOR shall only be liable under these same agreements and laws. This is subject to the provisions of section 10.2.3.

10.2.2. **Disclaimers:** The VENDOR will not be liable if the non-fulfillment or improper fulfillment of the contract is attributable to the following:

- a) omissions on your part before or during the trip;
- b) unforeseeable or unavoidable omissions of a third party who is not involved in the provision of the contracted service;
- c) force majeure or to an event which the VENDOR or SURSELVA and their assistants were not able to foresee or forestall.

In such cases, any liability for damages of the VENDOR is excluded.

10.2.3. **Liability in the case of package tours:** For package tours under Art. 1 of the Federal Law on

package travel, the liability for damages other than personal injury is limited to twice the cost per traveller of the package. This is subject to any deeper limits of liability and disclaimers in applicable international agreements and national laws (see Section 10.2.1) and the disclaimers under Clause 10.2.2.

- 10.2.4. **Liability for other services:** Liability for other services is subject to Paragraphs 10.2.1 and 10.2.2. Liability for slight negligence is excluded, and the liability is strictly limited to the price per person of the trip. This is subject to any deeper liability limits and exclusions under Paragraph 10.2.1 or mandatory and contractually non-alterable liability provisions in international agreements and national laws.
- 10.2.5. **Valuables, cash, jewelry, furs, credit cards, documents, computers, telecommunications devices, etc.:** For the safe storage of these items you are personally responsible. In case of theft, loss, damage, destruction or abuse, etc., the VENDOR shall not be liable.
- 10.2.6. **Wasted holiday period:** Any liability for lost holiday time, holiday time spent uselessly, frustration, etc., is excluded.
- 10.2.7. **Car-, Train-, plane- and boat-timetables, etc.:** Compliance with these timetables can not be guaranteed. Delays may occur due to large volumes of traffic, traffic jams, accidents, congestion at airports, diversions, delayed border clearance, weather conditions and so on. In all these cases, the VENDOR shall not be liable.
- 10.3. **Events during the trip:** Outside the agreed travel program, local events or excursions might be booked during the trip. It is your own responsibility if you participate in these events and excursions. These events and excursions are organised by third parties (they are third party services). Neither the VENDOR nor SURSELVA is a contractual party to these, and shall in no case be liable.
- 10.4. **Non-contractual liability:** Non-contractual and quasi-contractual liability are subject to the applicable legislation and to international agreements. Whereby non-contractual and quasi-contractual liability are, insofar as permitted by law, excluded and no further liability than that under Paragraphs 10.1 to 10.3 can be incurred.
- 10.5. Should the liability provisions in these general contract and travel conditions be contrary to mandatory, contractually unalterable provisions, the liability must be limited to the legally permitted level.

11. Liability of CUSTOMER

- 11.1. You must cover in full any damage that is demonstrably caused by you during your stay. Any damage must be reported to the service provider or its representative prior to departure

12. Experiences or packages organised by SURSELVA

- 12.1. SURSELVA can also organise experiences or package tours. This is expressly stated in the respective published offers. In this case, SURSELVA is your contractor, and these general contract and travel conditions.

13. SURSELVA as pure intermediary, and liability

- 13.1. Usually SURSELVA acts only as an intermediary for the services of the VENDOR (see Paragraph 1). In this case, any liability of Surselva Tourismus AG for the services of the VENDOR is excluded under all legal titles. SURSELVA is liable only if it has negligently erred in conciliation. Whereby the contractual, non-contractual and quasi-contractual liability for auxiliary persons is excluded, as is any liability for slight negligence. The liability of SURSELVA is limited to immediate, direct damage, excluding indirect, consequential losses, lost holiday enjoyment or wasted vacation time, etc., as well as punitive damages and similar demands and claims.

14. Entry, visa and health regulations

- 14.1. If there are only Swiss domestic services included in your booked services, you are responsible for obtaining, meeting and maintaining the entry, visa and health requirements yourself. If a journey from abroad into Switzerland is involved in your trip, or if there is included a foreign trip within your booked services, SURSELVA or the VENDOR will inform you about the entry requirements for travellers holding the nationality of your country of residence (the address you specified when booking is the decisive factor for this) provided that you reside in Switzerland, the EFTA or the EU. You are personally responsible for compliance with the entry requirements for any travelling companions of other nationalities.
- 14.2. If travel documents or visas must be obtained, issued or renewed, you are personally responsible for this. Likewise, you are personally responsible for compliance with entry, health

and currency regulations.

15. Self-drive arrival

- 15.1. If your package does not include the journey to the starting-point of the trip, you are responsible for your own timely arrival. In the event of your late arrival due to traffic jams, congested roads, delayed public or private transport, entry delays, weather conditions or for any other reasons of your own, no refunds can be made.

16. Data protection

- 16.1. SURSELVA and the VENDOR are subject to Swiss data protection legislation.
- 16.2. SURSELVA and the VENDOR transmit the data (incl. credit card information) that is necessary for billing and collection to GRF. GRF uses this data only for payment processing and for collection.
- 16.3. SURSELVA may collect, store, and process data to the extent that this is necessary or appropriate in order to meet its contractual obligations to maintain and improve customer relations, quality and service criteria, to maximise operational safety, and in the interest of sales promotion, product design, crime prevention, economic key data and statistics, as well as invoicing. The customer hereby acknowledges and agrees that SURSELVA may pass on customer data to the VENDOR so that he can fulfill his obligations.
- 16.4. It is possible that SURSELVA and / or the VENDOR may be required to transmit the data to the authorities, or to make it accessible to them.
- 16.5. SURSELVA and the VENDOR alike reserve the right to hand over the data to third parties to enforce legitimate interests or to the authorities on suspicion of a crime.
- 16.6. Furthermore, the privacy policies of SURSELVA or those of the VENDOR, are in force.
- 16.7. For questions about data protection at SURSELVA, contact us at the e-mail address info@surselva.info; for questions about data protection by the VENDOR, contact the VENDOR directly.

17. Applicable Law and Jurisdiction

- 17.1. Should any of these general contract and travel conditions be invalid, void or impossible to fulfil, this does not invalidate the contract. Rather, a provision which comes closest to the purpose of the invalid, void or not accomplishable provision shall take the place of the invalid, void or not accomplishable provision.
- 17.2. Except as required by law or mandatory international agreements, the Parties agree the following: the legal relationship between you and the VENDOR and between you and SURSELVA is exclusively governed by Swiss law. For legal actions against the VENDOR, it is agreed that the business location of the VENDOR shall be the exclusive place of jurisdiction. The VENDOR may sue the customer at his residence or at the business location of the VENDOR. For legal actions against SURSELVA, it is agreed that the exclusive place of jurisdiction shall be Ilanz, Switzerland. SURSELVA may sue the customer at the customer's residence or at the business location of SURSELVA.

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