

General Terms and Conditions of Contract and Travel for Bookings on surselva.info and via the call center of Surselva Tourismus AG

Valid from 01.08.2024

1. What these General Terms and Conditions of Contract and Travel govern

- 1.1. The Surselva Tourismus AG (SURSELVA) operates a reservation system with a call centre and the Internet portal surselva.info, which makes it easier for customers to book tourist services online. SURSELVA has been commissioned and authorised by tourism companies to broker services in their name and on their account. Tourist companies are e.g. hotels, holiday apartment landlords, transport companies, providers of activities, etc. now on mentioned as "COMPANY" or "COMPANIES". In the case of adventure offers and arrangements, SURSELVA act as a COMPANY itself. COMPANIES are your contractual partners, they are named in the booking process and are listed by name in the travel documents. In the following, all services are referred to as trips.
- 1.2. In the case of a booking (conclusion of a contract), the contract is concluded directly between you and the COMPANIES you have selected.
- 1.3. These General Terms and Conditions of Contract and Travel govern the legal relationship between you and SURSELVA and you and the Company as defined in Section 1.1, to the extent that the relevant ENTERPRISE has not posted its own terms and conditions.
- 1.4. Payment for your booking is handled by Graubünden Ferien (GRF). SURSELVA and COMPANY authorize GRF to carry out the collection on its behalf. The terms of payment are defined in Section 4.
- 1.5. For technical questions, changes to the booking or cancellations, etc., please contact us. of your booking, please log in to SURSELVA.

2. Registration / How the contract between you and COMPANIES is concluded

- 2.1. Websites and other advertising materials (brochures, flyers, etc.) are not binding offers. By completing and submitting the booking form ("Paid Booking"), you are making a binding offer to the company you have selected.
- 2.2. The contract between you and the COMPANIES you have selected will be concluded upon the unconditional acceptance (confirmation) of your registration SURSELVA on behalf of the COMPANY (together with these General Terms and Conditions of Contract and Travel and the General Terms and Conditions of the Companies).
- 2.3. If you register other participants in addition to yourself, you are liable for their obligations (in particular payment of the travel price) as well as for your own. These General Terms and Conditions of Contract and Travel and the General Terms and Conditions of the selected COMPANIES apply to all participants in the tour.
- 2.4. **No right of withdrawal:** In the case of tourist services for which the dates of the provision of services have been agreed or the services can be obtained within an agreed period of time, there is no right of withdrawal and no right of withdrawal free of charge. If you are entitled to a right of withdrawal free of charge due to legal provisions, you waive this right to the extent permitted by law.

3. Performances

- 3.1. COMPANIES set up the surselva.info and information published via the call centre regarding the property, rooms, apartments and other service(s), etc. COMPANIES update this information and are solely responsible for the accuracy of the information at the time of booking (conclusion of the contract).
- 3.2. The services result from the service description on the Internet at the time of booking and confirmation. Special requests on your part or ancillary agreements are only part of the contract if they are made by the COMPANY or the COMPANY. SURSELVA have been unreservedly confirmed on behalf of the COMPANY.
- 3.3. Descriptions of public transport, tourist attractions and facilities, infrastructure, opening hours of all kinds, as well as information on weather, temperatures and snow conditions are purely descriptive and do not oblige either the COMPANY or SURSELVA, unless they are part of the booked services.
- 3.4. If you are bringing pets, it is your responsibility to check with the company before booking and ensure that this pet is allowed. If you do not clarify this before booking and it turns out that the pet cannot be taken with you and you cancel or terminate the contract, the cancellation costs must be paid in accordance with Section 5.

4. Prices and payment terms

- 4.1. **Prices:** The prices for the services can be found in the advertisement on the Internet or in the

confirmation.

- 4.2. Prices in Swiss francs (CHF) are decisive. Prices in other currencies (e.g. determined by currency converter) are for information purposes only and are not binding. Invoices are issued in Swiss francs and must be paid in Swiss francs. Credit cards are also charged in Swiss francs. **Possible bank and credit card fees that may arise when exchanging a foreign currency for Swiss francs and/or when paying by credit card are at your expense.**
- 4.3. Unless otherwise noted, prices include Swiss VAT.
- 4.4. **Payment processing for credit card payment, etc. on the occasion of booking by GRF:** Debt collection is carried out by GRF in accordance with Section 1.4. Online payments are processed via the payment service provider payyo.ch, TrekkSoft AG, Hauptstrasse 15, 3800 Matten b. Interlaken, Switzerland. The terms of payment are set out in the following sections 4.5 to 4.8 defined.
- 4.5. **Payment for hotel services (incl. hotel arrangements):** You pay for your booked services on arrival according to the information in the confirmation. Payment must be made in cash and Swiss francs. Any other accepted payment methods are listed on the confirmation or will be announced to you on site. If you do not pay for the booked services as stated in the confirmation on arrival, the COMPANIES are entitled to refuse the booked services and to demand the cancellation costs in accordance with clause 5.1. **Credit card details** will be requested at the time of booking for security purposes only. In the event of cancellation of individual or all travel services or in the event of a no-show, the cancellation costs (Clause 5) will be charged to the credit card.
- 4.6. **Payment for holiday apartment services:** You pay for your booked services directly at the time of booking by credit card, PostFinance, PayPal, or, if this payment option is offered, on account. If the booking date is up to 90 days before the start of the trip, half of the total amount is owed as a deposit at the time of booking (conclusion of the contract). The balance is due 60 days before the start of the rental period, unless otherwise noted. For timely payment of the remaining amount, you will receive a payment link by e-mail. For short-term bookings less than 90 days before the start of the trip, the total amount is owed.
- 4.7. **Payment of arrangements, additional services or vouchers:** You pay for your booked services directly at the time of booking by credit card, PostFinance, PayPal, or, if this payment option is offered, on account. See also point 4.4.
- 4.8. **Credit card, PostFinance or PayPal payments will not be charged:** If the payment with one of these means of payment is not honored or revoked, the booking will be considered cancelled and the cancellation costs according to Clause 5.1 will be due for payment. The same applies if the down payment or final payment is not made on time.

5. You change your registration, your travel program or cannot start the trip (cancellation / cancellation)

- 5.1. Regardless of the time of booking modification or cancellation of the booking, etc. SURSELVA for each change to the booking, cancellation, etc., a separate processing fee of **CHF 50.00**.

Changes and rebookings will be treated as cancellations (cancellation costs) with new registration (costs of the booked services). In the event of changes or rebookings while retaining already booked COMPANIES, the booked dates and main services, the cancellation costs will be waived, provided that the change or rebooking is possible. If this is not possible, the cancellation costs/cancellation costs will be incurred. In the case of cancellation costs, you reserve the right to prove that the cancellation, rebooking or change of your services has caused no or less damage to the COMPANIES.

Cancellation costs: In the event of changes, rebookings or cancellations, the following cancellation costs/cancellation costs will be charged (as a percentage of the basic price) – unless otherwise stated in the announcements or travel documents:

Accommodation services and arrangements:

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

Experience offers (tickets, train travel, excursions, etc.):

from the date of booking	100% of the base price
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Additional costs such as visitor's tax, final cleaning, bed linen are excluded from this, unless they are already part of the basic price.

- 5.2. The decisive factor for the calculation of the cancellation or rebooking/change date is the receipt of your return by SURSELVA during normal office hours (this also applies to communications by e-mail, via the website, by telephone or other media; in the case of Saturdays, Sundays and public holidays, the next working day is decisive (place of Ilanz).
- 5.3. **Cancellation insurance/cancellation insurance: The services offered do not include cancellation or cancellation insurance.** It is recommended to take out cancellation insurance and cancellation insurance. Such insurance can be taken out with an insurance company of your choice. The insurance policy alone is decisive for the benefits.
- 5.4. **Replacement travelers:** If you cancel your travel services, you can also name a replacement traveller who can enter into the contract on the same terms. If a substitute traveller enters into the contract, you and he are jointly liable (jointly) for the payment of the entire travel price. SURSELVA or the COMPANIES will inform you within a reasonable period of time whether the designated replacement traveler can participate in the trip (in high season this may take a few days); for trips with conditions of participation, a check is necessary. If you name the replacement traveler too late or if he or she is unable to attend due to travel requirements, official orders, legal regulations, etc., your trip cancellation will be considered a cancellation.
6. **Changes in information on the Internet, web shop, brochure tenders, etc., price changes, changes in the transport sector before and after the conclusion of the contract**
 - 6.1. **Changes before the conclusion of the contract:** COMPANY and SURSELVA expressly reserve the right to change information on the Internet, in the web shop, in brochures and other advertising materials, e.g. service descriptions, prices, etc. The information published at the time of conclusion of the contract is decisive.
 - 6.2. **Price changes after the conclusion of the contract:** Price increases can result from the subsequent increase in transport costs, newly introduced or increased government taxes and fees. If the costs of these travel services increase, they can be passed on to you. The travel price increases accordingly. The price increase can be made up to 3 weeks before the start of the trip at the latest. The price increase is calculated as follows: In the case of an increase related to seat, bed or person, the corresponding increase will be charged, if the price increase refers to the means of transport (e.g. coach), etc., the increase amount will be divided by the number of persons.
 - 6.3. **Changes to the programme and services, changes in the transport sector after conclusion of the contract:** COMPANIES reserve the right, also in your interest, to change the travel programme or individual agreed services (such as accommodation, type of transport, means of transport, etc.) if force majeure, official measures or instructions, unforeseeable or unavoidable circumstances, natural events, etc. require it. COMPANIES will endeavor to provide you with equivalent substitute services. COMPANIES will inform you as soon as possible about such changes and their impact on the price.
 - 6.4. **Price increases of more than 10% or significant changes to the contract before the start of the trip:** If the price increase is more than 10 percent or the change in the program or service is a significant change to the agreed trip, you can withdraw from the contract or participate in a replacement trip/replacement service proposed by the COMPANY (if such a change can be proposed). In the event of cancellation of the trip, the amount paid will be refunded to you immediately (in the case of credit card payment, by crediting your credit card).
 - 6.5. **Changes to the programme and services during the trip:** If a change in the programme or service is made during the trip that affects a significant part of the agreed trip and no appropriate remedy is provided, the COMPANY will compensate you for any objective reduction in value between the agreed travel price and that of the services provided, provided that the COMPANY is at fault (see Section 10 for details). If the remedy incurs excessive costs or disproportionate effort for the COMPANY, or if there is a case of force majeure, the COMPANIES may refuse the remedy. Any additional costs are at the expense of the traveller.
7. **Travel cancellation by COMPANY**
 - 7.1. **Overbooking:** If there is an overbooking and thus the cancellation of the service, a possible replacement service or accommodation must be offered by COMPANY. This must be identical in terms of service, e.g. location, location, hotel and room category, or at best of higher quality. Any additional costs for taxis, additional expenses, additional costs of all kinds, etc. are at the expense of the COMPANIES. You reserve the right to claim reduction, damages and other claims. If no alternative accommodation or alternative service can be found, you will be refunded the total price of the cancelled service.
 - 7.2. **Minimum number of participants:** If a minimum number of participants applies to your booked services, you will find this in the announcement. If the minimum number of participants is not reached, COMPANIES can cancel the trip before the start of the trip. The price paid for the cancelled

service will be refunded.

- 7.3. **Force majeure, unforeseeable or unavoidable events, strikes, etc.:** If unforeseeable or unavoidable events, force majeure, natural disasters, epidemics, riots, weather conditions, official measures or instructions or strikes, etc., significantly complicate, endanger or make the trip impossible, COMPANIES may cancel the trip.
8. **You start the journey, but you can't finish it**
- 8.1. If you interrupt the trip prematurely, the price for the booked services cannot be refunded. Any unused services will be refunded to you, subject to the deduction of a reasonable processing fee, provided that they are not charged to COMPANIES and are not just a small amount. Additional costs, such as for transport, etc., are at your expense. In this context, please also note the possibility of taking out return travel insurance, which is not included in the travel price.
9. **If you have something to complain about**
- 9.1. **Complaint, complaint period and request for remedy:** If the trip does not comply with the contractual agreement or if you suffer damage, you are obliged to report this defect or damage to the COMPANIES immediately, i.e. if possible on the same day, and to request remedy free of charge. If COMPANIES are not available, please contact SURSELVA (Please note opening hours).
- 9.2. The COMPANIES resp. SURSELVA (if COMPANIES are not available) on behalf of the COMPANIES, will endeavour to remedy the situation within a reasonable period of time. If no remedy is provided within a reasonable period of time or if it is not sufficient, please let the COMPANY or SURSELVA confirm in writing that you have complained about defects or reported the damage. If, contrary to expectations, you cannot reach the COMPANIES, please contact us directly SURSELVA. You will receive the necessary information with the travel documents. SURSELVA or auxiliaries of the COMPANIES are not entitled to recognize any claims, etc., on behalf of the COMPANIES.
- 9.3. **How to assert your claim against COMPANIES:** If you want to assert defects, refunds or claims for damages, etc. against COMPANIES, you must submit your complaint in writing to the COMPANIES within one month of the contractual end of the trip. Your complaint is the confirmation of the COMPANY or SURSELVA and any evidence.
- 9.4. **Forfeiture of your claims:** If you do not report the defects or damage, etc. in accordance with Section 9.1 et seq., you will lose and forfeit all rights to remedy, self-remedy, reduction of the travel price, termination of the contract and damages, etc. The same applies if you have not asserted your claim in writing to the COMPANIES within one month of the contractual end of the trip.
10. **Liability of the COMPANY**
- 10.1. **General:** Within the framework of these General Terms and Conditions of Contract and Travel, COMPANIES will reimburse you for the value of agreed but not provided or poorly rendered services, your additional expenses or the damage suffered, insofar as it is necessary for the COMPANIES (and their assistants such as SURSELVA etc.) it was not possible to provide an equivalent substitute service on the spot and there is fault on the part of the COMPANY (or its assistants). The following provisions and section 6.5 remain reserved.
- 10.2. **Limitations of Liability, Disclaimers**
- 10.2.1. **International Treaties and National Laws:** If international treaties and national laws contain limitations or exclusions of compensation for damages resulting from non-performance or improper performance of the contract, etc., the COMPANIES shall only be liable under these agreements and laws. Section 10.2.3 is reserved.
- 10.2.2. **Disclaimers:** The COMPANIES will not be liable to you if the non-performance or improper performance of the contract is due to the following causes
- a) on your omissions before or during the trip (e.g. failure to comply with the conditions of participation, failure to follow instructions from the company, etc.);
 - b) to unforeseeable or unavoidable omissions of a third party who is not involved in the provision of the contractually agreed service;
 - c) to force majeure or to an event caused by the COMPANY, SURSELVA and their assistants could not foresee or avert it.
- In these cases, any liability for damages on the part of the COMPANY is excluded.
- 10.2.3. **Liability for package tours:** In the case of package tours in accordance with Art. 1 of the Federal Act on Package Tours, liability for damage other than personal injury is limited to twice the travel price/traveler. We reserve the right to lower limits and exclusions of liability in applicable international agreements and national laws (Section 10.2.1) and the exclusions of liability in accordance with Section 10.2.2.
- 10.2.4. **Liability for other services:** Liability for other services (hotel, holiday apartment, transport,

activities, etc.) is subject to Sections 10.2.1 and 10.2.2 and liability for slight fault is excluded. Liability is limited to the simple travel price/person. We reserve the right to lower liability limits and exclusions of liability in accordance with Section 10.2.1 or mandatory contractual liability provisions in international agreements and national laws.

- 10.2.5. **Valuables, cash, jewellery, furs, credit cards, documents, cameras, electronic devices, etc.:** You are responsible for the safe storage of these items. In case of theft, loss, damage, destruction or misuse, etc., the COMPANIES are not liable.
- 10.2.6. **Wasted vacation time:** Liability for wasted vacation time, useless vacation time, frustration damage, etc. is excluded.
- 10.2.7. **Car, train, flight and ship schedules, etc.:** Compliance with these schedules cannot be guaranteed. Delays can occur in the event of heavy traffic, traffic jams, accidents, airport congestion, diversions, delayed border clearance, weather conditions, etc. In all these cases, the COMPANIES are not liable.
- 10.3. **Events during the trip:** Outside of the agreed travel program, local events or excursions may be booked during the trip. It is your own responsibility whether you participate in such events and excursions. These events and excursions are organised by third-party companies (external services). Neither COMPANY nor SURSELVA are your contracting party and are not liable in any case.
- 10.4. **Non-contractual liability:** Non-contractual and quasi-contractual liability is governed by the applicable legal provisions and international agreements. Non-contractual and quasi-contractual liability, to the extent permitted by law, is excluded and cannot give rise to any further liability than under Sections 10.1 to 10.3.
- 10.5. If the liability provisions in these General Terms and Conditions of Contract and Travel violate mandatory provisions that cannot be changed in contract, the liability shall be limited to the extent permitted by law.

11. Liability of the tour participants

- 11.1. You must pay in full for any damage caused by you or your fellow travellers during your stay. Any damage must be reported to the COMPANY or its representative prior to departure. The same applies to damage caused by pets taken along.

12. From SURSELVA Organised experience offers and arrangements

- 12.1. SURSELVA can organize experience offers and arrangements themselves. This is expressly noted in the respective advertisement. In this case, SURSELVA Your contractual partner, and these General Terms and Conditions of Contract and Travel shall apply.

13. SURSELVA as a pure mediator

- 13.1. As a rule, SURSELVA only acts as an intermediary for the services of the COMPANY (see Section 1). In this case, any liability of SURSELVA for the services of the COMPANY under all legal titles. SURSELVA is only liable if it has committed a mistake in the course of the mediation through fault. Contractual, non-contractual and quasi-contractual liability for auxiliary persons as well as for slight fault is excluded. The liability of SURSELVA is limited to direct, direct damages, excluding indirect, indirect damages, loss of vacation enjoyment or vacation time, etc., as well as punitive damages and similar claims and demands.
- 13.2. SURSELVA cannot verify the information and tenders posted by the COMPANIES. If such information is incorrect, etc., the relevant COMPANY will be directly liable to you. SURSELVA is not liable for incorrect or missing information.

14. Immigration, Visa and Health Requirements

- 14.1. If your booked services only include Swiss domestic services, you are responsible for procuring and complying with the entry, visa and health regulations yourself. If your booked services include travel to Switzerland from abroad or a service abroad during your trip, you will be informed SURSELVA or the COMPANIES will inform you of the entry requirements for travellers of the nationality of your country of residence (the address provided by you at the time of booking), provided that you are resident in Switzerland, EFTA or the EU. You are responsible for complying with the entry requirements of fellow travellers of other nationalities.
- 14.2. If travel documents have to be issued or extended, visas have to be obtained, you are responsible for this. You are also responsible for complying with entry, health and foreign exchange regulations.

15. Self-arrival

- 15.1. If your booked services do not include travel, you are responsible for arriving on time. No refunds can be made in the event of late arrival due to traffic congestion, congestion, delayed public or

private transport, entry delays, weather conditions or reasons beyond your control, etc.

16. Privacy

- 16.1. SURSELVA and COMPANIES are subject to Swiss data protection legislation and, to the extent applicable, the General Data Protection Regulation. The following information refers to the conclusion and fulfilment of the contract.
- 16.2. You transmit your data (first name, surname, address, etc., desired services, etc., credit card details, etc.) voluntarily and for the purpose of concluding the contract, fulfilling the contract and paying for the booked services (Art. 6 para. 1 lit. a GDPR).
- 16.3. SURSELVA and COMPANY transmit the data necessary for billing and collection (including credit card data) to GRF. GRF uses this data exclusively for payment processing and collection (Art. 6 para. 1 lit. b GDPR).
- 16.4. SURSELVA may collect, store and process data to the extent necessary or suitable for the fulfilment of contractual obligations, for the maintenance and improvement of customer relationships, quality and service standards, for the maximisation of operational safety or in the interest of sales promotion, product design, crime prevention, key economic data and statistics as well as invoicing. Customers hereby acknowledge and agree that: SURSELVA may forward the customer data to the COMPANIES so that they can fulfil their obligations (Art. 6 para. 1 lit. b and f GDPR).
- 16.5. It is possible that SURSELVA and/or COMPANY are obliged to transmit the data to authorities or to make the data accessible to them (Art. 6 para. 1 lit. c GDPR).
- 16.6. SURSELVA as well as COMPANIES reserve the right to transmit the data to third parties for the enforcement of legitimate interests or in the event of suspicion of a criminal offence to the authorities (Art. 6 para. 1 lit. f GDPR).
- 16.7. In addition, the data protection regulations of Surselva Tourismus AG <https://www.surselva.info/Ueber-uns/Datenschutz> or those of the COMPANIES.
- 16.8. If you have any questions about the data protection of SURSELVA contact the e-mail address info@surselva.info, for questions about the data protection of the COMPANIES directly to the COMPANIES.

17. Severability, applicable law and jurisdiction

- 17.1. If individual provisions of these General Terms and Conditions of Contract and Travel are invalid, void or cannot be fulfilled, this shall not lead to the invalidity of the contract. Rather, the invalid, void or unfulfilable provision is to be replaced by a provision that comes as close as possible to the objective of the invalid, void or unfulfilable provision.
- 17.2. Subject to mandatory legal provisions or mandatory international agreements, the parties agree: On the legal relationship between you and the COMPANY and you and SURSELVA Swiss law is exclusively applicable. For actions against the COMPANIES, the exclusive place of jurisdiction is agreed to be the registered office of the respective COMPANY. The COMPANIES can sue the customer at the customer's place of residence or at the registered office of the respective COMPANIES. For actions against SURSELVA the exclusive place of jurisdiction Ilanz, Switzerland. SURSELVA may be sent to the Client at their place of residence or at the registered office of SURSELVA sue.

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Ilanz, 01.08.2024