
1. Scope of application of the General Terms and Conditions of Contract and Travel

The present General Terms and Conditions of Contract and Travel are an integral part of all travel contracts, and govern legal relationships between yourself and « Martignier Claire – SKG travel consultant » (hereinafter « **SKG** ») in the realm of travel arrangements organized by the travel agent's or any other services provided by the travel agent's in its own name.

However, the present General Terms and Conditions of Contract and Travel do not apply to travel and services including:

- « flight only » bookings provided by **SKG**, in which case the general terms and conditions of the air carrier apply;
- individual services provided by **SKG**, in which case the general terms and conditions of the relevant service providers apply.

If **SKG** obtains travel arrangements or services from other service providers, the contract is concluded between yourself and aforementioned service providers, whose own general terms and conditions then apply. In such a case, **SKG** is not party to the contract.

2. Conclusion of the Contract

The contract with **SKG** takes effect when the registration, expressly confirmed in writing, by telephone call or by visiting the agent's in person, is accepted without reservations. Upon receipt of a registration in writing, **SKG** will provide you with a written confirmation.

At the time of reservation, you are required to submit your full name and that of the persons accompanying you, exactly as they appear on the identification documents with which you are travelling. If the name indicated on the travel documents – specifically on the plane ticket – does not exactly match the name appearing on the identity documents, you may be denied boarding and travelling, (namely by the airline) or you'll be charged any additional costs associated with the issuing of a new plane ticket. If such is the case, you would not be entitled to any reimbursement for services not provided.

3. Cost and payment terms

a. Advance payments

An advance payment equal to 40% of the price of the tour (not including air travel) must be paid at the time of final acceptance of your registration by **SKG**. If the travel arrangement includes booking of flight, the minimum advance payment has to be equal to the price of the plane ticket, due to the immediate issuance of tickets.

In case the advance payment should not be received on time, or in case a service provider has set his own terms for the payment, in part or in full, of the amount due in order to guarantee a reservation, **SKG** will set an acceptable payment time limit of 10 days. Failing payment within the above mentioned time limit, **SKG** may refuse to provide the services booked, withdraw from the contract and reserve the right to charge cancellation fees.

b. Balance payment

Except in the case of full payment of the travel arrangement as mentioned in 3.1, the balance due must be paid to **SKG** at the latest 30 days before commencement of travel. Except otherwise stated, your travel documents will be given or sent to you upon receipt of the final payment. If payment is not received within the agreed time limit, **SKG** will set an acceptable payment time limit of 10 days. Failing payment within the above mentioned time limit, **SKG** may withdraw from the contract and reserve the right to collect cancellation fees.

c. Late booking

In the case of a late booking, less than 45 days before commencement of travel, the total amount of the invoice must be paid at the time of conclusion of the contract.

d. Advice and booking

Please be aware that **SKG** charges booking and processing fees in addition to the list price. Processing fees amount to CHF 30.- per adult, and shall not exceed CHF 100.- per dossier.

Reservation fees for plane tickets amount to:

Per child (0-18)	CHF 50.-
Per adult (economy class)	CHF 30.- for tickets from 0.- to CHF 299.-
Per adult (economy class)	CHF 50.- for tickets from CHF 300.- to CHF 699.-
Per adult (economy class)	CHF 100.- for tickets CHF 700.- and above
Per adult (business class)	CHF 200.-

4. Cancellation conditions and changes to bookings by traveller

4.1. Generalities

If the client cancels a tour to countries or regions for which no specific travel advisory has been issued by the DFAE or the OFSP, he must inform **SKG** personally or by registered letter. In such a case, the travel documents already received must be returned to SKG immediately and the following conditions apply:

4.2 Cancellation fees

In case of a withdrawal by the client, changes or modifications to booking between the time of confirmation of the contract and 121 days before commencement of travel, the cancellation costs will amount to 10% of the price of services. Should the withdrawal occur less than 121 days before commencement of travel or if changes or modifications to the booking are requested, cancellation costs will be charged as follows:

From 120 to 61 days before departure 20% of the price of services

From 60 to 31 days before departure	40% of the price of services
From 30 to 15 days before departure	80% of the price of services
From 14 days before to day of departure	100% of the price of services

Costs arising from processing of the case, as well as cancellation fees for various cancelled services such as plane tickets, will be added to the aforementioned fees.

Please note that **SKG**'s processing and booking fees will not be reimbursed.

4.3 Processing fees

In addition, **SKG** reserves the right to charge compensation fees of CHF 120.- for any offer requiring a particularly long preparation time that did not lead to the conclusion of a contract.

These processing fees are not covered by the mandatory cancellation costs insurance.

4.4 Exceptions

Services provided by third parties

In the case of services provided by other parties for whom **SKG** only acts as an intermediary, the specific Terms and Conditions of the service provider apply and will be communicated to you prior to booking.

Plane tickets

Should a passenger not show at the gate for boarding, he will still have to pay the full price of the plane ticket and the service provider will be exempted from all obligations towards him. This also applies in case of changes to flight schedules.

4.5. Cancellation and repatriation costs insurance

Travellers can guard against the consequences of a complete or partial cancellation by contracting a personal cancellation and repatriation insurance (art. 9.)

5. Changes to costs or services

5.1 Changes prior to the conclusion of the contract

Prior to the conclusion of an incoming contract **SKG** expressly reserves the right to change brochure information, description of services, prices and rates as indicated in brochure. **SKG** will inform you of these changes before the conclusion of the contract.

5.2. Price increase after the conclusion of the contract

SKG can claim price increases after the conclusion of the contract in the exceptional situations listed below:

- a) Transport price increase (e.g. fuel);
- b) Increases in taxes and fees, or introduction of new taxes (e.g. airport and landing taxes, embarking and disembarking, etc);
- c) Changes in foreign currency exchange rates;
- d) Price increases resulting from official measures (e.g. VAT).

A contractual price increase is permitted only if communicated to the client at least three weeks before date of departure. If the price of the services included in the contract should increase, the extra costs will be borne by the client and the total price of the tour will be increased accordingly.

If the aforementioned increase in price exceeds 10%, you are entitled to exercise the rights as stipulated in article 5.4.

5.3. Changes to programme or transport between the time of booking and the date of departure

If unforeseen or unavoidable costs should arise, or for safety reasons, **SKG** reserves the right to alter, in your interest, agreed upon programme or services. **SKG** will strive to provide the client with services of comparable standards. **SKG** will inform you of aforementioned changes and price repercussions as soon as possible.

5.4. Your rights in case of essential contractual changes to the programme or prices after the conclusion of the contract

SKG will notify you of any significant changes to the contract and will inform you of the incidence it may have on the price without delay. In case of essential changes to the programme or a price increase in excess of 10%, the client is entitled to the following:

- a) Accept the changes to the contract;
- b) Withdraw from the contract in writing within five days following notification of the changes by **SKG**. The cost of services already paid for will be reimbursed forthwith;
- c) Inform **SKG**, within five days following receipt of the notification by **SKG**, of your intent to participate to one of the replacement programmes of comparable standards. **SKG** will endeavour to provide services that meet your expectations. If the replacement programme is less expensive, the price difference will be reimbursed to you.

Without news on your part based on aforementioned subparagraphs a) and b), **SKG** will consider that you have accepted the price increase, the changes to the programme or the changes to contractual services.

6. Programme changes, failure to provide services

6.1. Alternative measures

If after commencement of travel, contractual services are not provided or if **SKG** cannot provide part of the contractual services, you will be offered an alternative measure and you will be entitled to a compensation amounting to the difference between the price of contractual services and those effectively provided. When alternative measures are not possible, **SKG** will provide transportation that will take you back to your place of departure or any previously agreed upon location.

6.2. Facts non-attributable to SKG

If the programme has to be changed, modified or interrupted during time of travel for reasons non-attributable to **SKG**, such as weather or climate conditions, strikes, etc, **SKG** will in no way be held responsible and the client will have no claim to reimbursement.

SKG will do everything possible to find an equivalent alternative solution, but without any guarantee. Any other claim for damages will be settled according to art. 8 of the present General Terms and Conditions.

7. Client's claim

7.1 Claims

If the client has a legitimate complaint after the commencement of travel, he should address it immediately to the representative or service provider concerned. This is an essential condition to the future consideration given to a potential damage claim and furthermore, it will in most cases, help remedy the situation. If your claim cannot be resolved in an acceptable manner, you have to ask the representative or service provider to provide you with a written confirmation stating the cause and chronology of events. The representative or service provider is in no way authorized to grant the client any entitlement to damage claim.

7.2. Personal intervention

Providing no satisfactory solution can be found within an acceptable time period and it isn't a minor defect, you have the right to remedy the situation yourself. Any expense you will have incurred in so doing will be reimbursed in full by **SKG** within the frame of its contractual and legal liability, upon submission of receipts and appropriate supporting documents, providing a claim against the defect has been filed in writing to **SKG** no later than 4 weeks after the planned completion of travel and a written confirmation has been requested (art. 7.1.)

8. Liability

8.1. Principle

SKG will compensate you if the booked services have either not been at all or poorly executed, or if you have incurred extra expenses, insofar as it hasn't been possible to find a replacement service of equivalent standards.

8.2. Limitation and exclusion of liability

8.2.1. International conventions

In case of existing international conventions or national regulations limiting or excluding compensation for damages due to the non-execution or faulty execution of the contract, **SKG** reserves the right to apply existing conventions or regulations and its liability shall be limited in accordance to aforementioned conventions or regulations. There notably exist international conventions and national regulations stipulating restriction or exclusion of liability in terms of transport (air traffic, navigation on the high seas, rail traffic).

8.2.2 Exclusion of liability

SKG shall not be held liable when the non-execution or faulty execution of the contract is due to the following causes:

- a) an act of negligence on your part prior to or during travel
- b) unforeseeable or unavoidable acts of negligence attributable to a third party with no relations to the provision of contractual services (e.g. strikes, flight delays);
- c) unforeseeable or unavoidable cases of force majeure or events that neither **SKG** or the third party service provider could have anticipated or prevented despite due diligence. In such a case, **SKG** is under no obligation to pay damages.

8.2.3. Personal injury, accident or illness

SKG liability in case of bodily harm, death, injuries and illness attributable to the non-execution or faulty execution of the contract is limited to damages due to gross misconduct or negligence on the part of **SKG** or its service providers.

All provisions of international conventions remain applicable.

Accidents or damages attributable to extreme sports or activities (e.g. rafting, speleology, rock climbing, etc.) are entirely under the responsibility of the client. **SKG** shall not in any way be held liable for the consequences of aforementioned activities.

8.2.4. Property damage

In case of damage to property attributable to the non-execution or faulty execution of the contract, any liability **SKG** may incur will be limited to a maximum of the price paid by the

client, unless the damage has been intentionally caused or is due to gross negligence, or is the result of force majeure, in which case **SKG** will not in any way be held responsible.

8.2.5. SKG as an intermediary non-party to the contract

In application of the last paragraph of art. 1 of the present general terms and conditions of contract and travel, **SKG** shall not be held responsible for any contract entered directly between yourself and other third-parties or service providers.

9. Insurance

If you cancel your contract with **SKG** or interrupt your travel, including in situations such as defined in article 4 of the present general conditions of contract and travel, you will be charged cancellation fees and possible repatriation fees. Cancellation and repatriation insurance is therefore strongly recommended.

SKG can propose the conclusion of a cancellation insurance contract which should include cover of, but not limited to, the following cases (non-exhaustive list):

- a) Cancellation or interruption of travel due to accident, illness or death of the insured party or his/her loved one;
- b) Situations such as defined in art. 4 of the present general conditions of contract and travel.

SKG reminds you that insurance companies do not normally cover interruption of travel without documented reasons. As a general rule, insurance companies do not provide coverage for cancellation or repatriation causes which were known at the time of conclusion of the contract. Contracting insurance does not free the traveller from his/her financial obligation vis-à-vis **SKG**. Other travel insurance contracts (theft, baggage, illness, accident, et) are equally recommended.

Furthermore, the traveller is personally responsible for his/her participation to any activity undertaken during travel and the risks thus incurred.

10. Requirements for entry, visa and health

Entry procedures for Swiss citizens are listed in the travel documents given by **SKG** or in travel information. Upon request, **SKG** can provide you with the necessary visa, the costs thus incurred are the client's responsibility.

SKG shall not be held responsible in case of refused entry into a country if a visa hasn't been obtained. In any case, you are personally responsible for full compliance with prescribed provisions regarding passport, visa, customs and sanitary regulations.

SKG draws your attention to the fact that, if you are denied entry into a country, you will be liable for all repatriation costs. **SKG** also expressly points out the legal consequences of illegal importation of goods and other commodities.

11. Reconfirmation of air travel tickets

If you travel on your own, you are personally responsible, as the case may be, for the reconfirmation of onward or return flights 72 hours prior to departure with the relevant air carrier. All necessary information is contained in your travel documentation. Failure to reconfirm your flight may result in being denied the right to travel and you will be held responsible for any extra costs that may result from failure to reconfirm a flight.

In case of delayed, reported or cancelled flights, you have to personally contact the air carrier for any complaint or claim for reimbursement. **SKG** shall not in any way be held responsible.

12. Applicable law

The contractual relationship between yourself and **SKG** is governed by Swiss law.

13. For

Claims against **SKG** can only be filed before the relevant judicial bodies of the canton of Neuchâtel.

14. Ombudsman (mediator)

In case of a possible dispute, you can contact the mediator of the Swiss branch of travel, who will endeavour to find a fair settlement acceptable to both parties.
Claims have to be sent to the following address:

Ombudsman de la branche suisse du voyage
Ettelstrasse 42
Postfach
8038 Zurich
info@ombudsman-touristik.ch, www.ombudsman-touristik.ch

Lieu : Saint-Aubin-Sauges

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