



Zermatt. No matter what

General Contractual and Travel Terms and Conditions GCTTC (version 04/2014)

Zermatt Tourismus

We are delighted that you are interested in spending your holiday at the destination Zermatt-Matterhorn. Please read these General Contractual and Travel Terms and Conditions (GCTTC) carefully. They constitute an integral part of every contract.

1. Scope

- 1.1. These GCTTC shall govern the contractual relationship between you and Zermatt Tourismus (ZT) for the package holidays arranged by us along with other travel and accommodation services.
- 1.2. These GCTTC distinguish between package holidays and other travel and accommodation services. A holiday shall be deemed to be a package holiday if at least one additional travel service is offered by ZT at an all-in price in addition to accommodation services.
- 1.3. If other travel and accommodation services are arranged for you by ZT on behalf of and on the account of another service provider / third party supplier that do not fall within the definition of a package holiday pursuant to paragraph 1.2. of these GCTTC (e.g. service provider / third party supplier accommodation or services), ZT shall not be a contractual partner. The terms of cancellation and payment of the service provider / third party supplier shall apply along with its General Terms and Conditions of Business. Should this occur, we shall not accept any liability for the services rendered by service providers / third party suppliers. The failure to provide such services on any grounds whatsoever shall have no impact on the relationship between us. We refer in particular to their liability conditions, which may be consulted with service providers / third party suppliers.

2. Conclusion of the contract and services

- 2.1. The contract between you and ZT shall be concluded upon acceptance of your written or oral booking by ZT and shall have definitive effect from this time. These GCTTC shall apply to all members of the travel party.
- 2.2. The services are specified in the service description provided in brochures, on the internet and/or in the booking confirmation. The number of persons specified in the contract shall be adhered to under all circumstances and may not be exceeded without the express approval of ZT and the service provider / third party supplier. If such approval is not sought and granted, the contract may be terminated by ZT without compensation.

3. Payment terms / prices

- 3.1. The prices in Swiss francs stated in the booking confirmation are binding. Price adjustments may only be made in the event of the introduction of or increases to fees, charges or taxes, increased transport costs or the like until 3 weeks prior to the start of the holiday.
- 3.2. If a package holiday is booked the price shall be payable in advance upon conclusion of the contract. Payment for other travel and accommodation services falling under paragraph 1.3. of these GCTTC shall be made to the relevant service providers / third party suppliers and shall be subject to the relevant terms of cancellation and payment and General Terms and Conditions of Business.
- 3.3. In the event of an evidently erroneous booking caused by errors in the booking system, the prices agreed upon shall be invalid. Should this occur, ZT shall be entitled to cancel the booking without compensation.
- 3.4. If payment is not made on time, ZT may as broker withhold all services, terminate the contract without compensation and charge any cancellation fees in accordance with paragraph 4.

4. Cancellation of and amendments to the contract by the guest

- 4.1. ZT does not offer cancellation insurance. However, we recommend that you take out travel insurance including cancellation cover.
- 4.2. Our written approval will be required should you wish to cancel or amend a booking. Any request to amend or cancel a booking must be submitted to us promptly in writing.
- 4.3. Should you cancel your package holiday prior to the start of the holiday, you will be charged the following percentage amounts of the cost of the holiday in addition to an administrative fee of CHF 100.00:
 - Earlier than 45 days before the start of the holiday: no charge
 - 44-30 days before the start of the holiday: 50% of the total price
 - 29-0 days before the start of the holiday or no-show: 100% of the total price

If a booking is made in accordance with paragraph 1.3 of this contract, the terms of cancellation and payment of the service provider / third party supplier shall apply.

- 4.4. The relevant date shall be that on which notice is received. Notices delivered on a Saturday, a Sunday or a public holiday shall be deemed to have been received on the next working day.
- 4.5. A no-show shall be treated in the same manner as a cancellation. In such an eventuality, ZT or the service provider / third party supplier shall be entitled to charge the amount owed to the credit card that was provided



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to Datatrans as a guarantee at the time of booking. In the event of an early departure the full amount shall be owed.

- 4.6. If you are unable to use the holiday booked, you may in principle specify a replacement, who shall take on the holiday under the same terms. This will only be possible if the replacement person accepts joint and several liability for payment of the package holiday price and the service providers involved in your holiday (hotels, airlines, train companies etc.) accept this change.
- 4.7. You are responsible for arranging your own arrival journey. No reimbursement will be paid in the event of late arrival as a result of breakdowns or disruptions to public or private transportation (including rail and air travel) or for personal reasons.

5. Cancellation of and amendments to the contract by ZT

- 5.1. Conditions may always arise for holiday traffic that ZT is unable to prevent / influence. If we are prevented due to force majeure (e.g. environmental disaster, acts of God, strikes etc.) from performing our brokerage activities, we shall be entitled to cancel the booking without compensation.
- 5.2. If it is not possible to provide the holiday on other grounds that are likewise beyond our control, ZT shall make every effort to find an equivalent replacement or another suitable solution. If necessary, the booking may be cancelled by ZT.
- 5.3. Should this occur, if the services are not used you shall be receive a full refund, and thereby waive any further claims.

6. Complaints

- 6.1. ZT in principle refuses all liability (see paragraph 7). Specifically, ZT shall not under any circumstances be obliged to pay any compensation. Such questions shall be a matter for the service provider / third party supplier.
- 6.2. If the service does not comply with the contractual agreement or if you suffer any loss, you are entitled and obliged to object to this deficiency to the service provider concerned within 24 hours.
- 6.3. If no suitable solution can be found in situ with the service provider, and if the deficiency can thus not be resolved, or not resolved adequately, a written report must be submitted to ZT no later than 10 days after the service commenced. Entitlement to damages shall not under any circumstances exceed the package holiday price.
- 6.4. If no complaint is made to the service provider in situ (see 6.2.) or if you fail to comply with the time limit applicable to the written report to ZT (see 6.3.) your claims shall expire forthwith, insofar as any such claims were available.

7. Liability

- 7.1. ZT is responsible for the sale and technical transmission of bookings to the customer and to the service provider / third party supplier. Registration of successful transmission in the outlog box of the booking system shall be deemed to constitute proof of correct transmission of bookings. If delivery occurs by post, no proof can be provided by ZT.
- 7.2. ZT shall bear no liability for unforeseeable occurrences to rented properties beyond our control such as:
 - breakdowns of or disruptions to the water and/or electricity supply or installations such as the heating system, elevators, swimming pool, etc.
 - reductions in the value of the holiday as a result of environmental damage, temporarily increased noise emissions such as e.g. building sites, noise during night hours etc.
- 7.3. ZT shall under no circumstances bear liability for the services of and commitments made by service providers / third party suppliers (see also 1.3.).
- 7.4. You must arrange your own personal insurance cover (including specifically accident and illness insurance, damage to property or luggage and loss of luggage). ZT refuses all liability.
- 7.5. 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.

8. Validity of the GCTTC / applicable law

- 8.1. The GCTTC have been drafted in German, English and French. In the event of any discrepancies the German version shall prevail.
- 8.2. We cannot accept any liability for changes arising without our knowledge after printing, and for any printing errors, for which we apologise.
- 8.3. Swiss law shall apply. It is agreed that the place of jurisdiction shall be Visp (Switzerland).

Zermatt, 28 April 2014