

FRANTOUR

railtour

**These General Terms and Conditions of Travel (hereinafter referred to as «GTCT») are an integral part of the travel contract concluded between the Customer and railtour suisse sa (Bernstrasse 164, 3052 Zollikofen, Switzerland, hereinafter railtour-Frantour). The Customer's rights and obligations as well as those of railtour-Frantour stem from the individual written agreement, from these General Terms and Conditions and from the statutory provisions. In addition, attention must also be paid to the general travel information provided in railtour-Frantour's publications.**

## 1. Contract conclusion

### 1.1. Entry into force of the contract

The service descriptions published by railtour-Frantour (such as those on the internet or in travel brochures) constitute an invitation to submit an offer (Art. 7(2) Code of Obligations (OR)). The Customer can book in person, over the telephone, in writing (e.g. letter, e-mail, fax) or over the internet. By making a booking, the Customer makes a binding offer to railtour-Frantour to conclude a travel contract. The travel contract is concluded upon acceptance of the booking by railtour-Frantour.

### 1.2. Contracting parties

**1.2.1.** The travel contract is concluded between the Customer and railtour-Frantour. As a contractual partner of railtour-Frantour, the Customer is liable for all travellers that they register for the trip. These GTCT are binding for all travellers on the trip.

**1.2.2.** In the event of a pure mediation of third-party services, the contract is concluded between the Customer and the third party company. In such cases, railtour-Frantour is not a party to the contract and these GTCT are not applicable.

### 1.3. Provisional reservation

It is possible to make provisional reservations for certain services. These do not constitute a travel contract and are not binding for either party.

## 2. Services of railtour-Frantour

### 2.1. Scope of services

The scope of services is determined by the information that railtour-Frantour communicates in writing (for example, via e-mail, travel confirmation, invoice) and in accordance with the service descriptions in railtour-Frantour's general publications (such as those on the internet or in travel brochures). In the event of unforeseen and unavoidable events or force majeure, such as war, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and related official measures, railtour-Frantour's scope of services is limited or reduced. In the aforementioned cases, the service descriptions in railtour-Frantour's general publications are no longer binding. Should an unforeseen and unavoidable event (force majeure) lead to limited or reduced service, the Customer has no right to reimbursement of the travel price. Any further compensation for damages is excluded. In the event of contradictions, the information communicated in writing takes precedence. Any special requests made by the Customer or subsequent collateral agreements require written confirmation from railtour-Frantour to be valid.

### 2.2. Special-case hotel facilities

No guarantee can be made regarding the availability of hotel facilities listed in the service descriptions (e.g. sports and wellness facilities, conference rooms). Certain facilities may not be located in the immediate vicinity of the accommodation and/or may be provided by third parties.

## 3. Price

### 3.1. Price determination

The travel price is determined primarily by the information that railtour-Frantour communicates in writing (for example, via e-mail, travel confirmation, invoice) and secondarily according to the prices published in railtour-Frantour's general publications (such as those on the internet or in travel brochures). Unless otherwise stated, prices are stated per person in Swiss francs (including VAT), including accommodation in a double room and for a maximum of nine travellers. Prices may vary from 10 people and up. The prices stated are cash prices. If the Customer pays by credit card, the booking office may charge an additional fee. The prices valid at the time of booking are decisive. Trips over several price periods are charged pro rata at the respective seasonal prices. We reserve the right to charge booking fees for processing and reservation as well as any additional costs for the trip and local costs (e.g. visa fees, tourism taxes).

### 3.2. Price increases

**3.2.1.** In the event of subsequent increases in the actual costs incurred, railtour-Frantour reserves the right to increase the travel price accordingly after conclusion of the contract, in particular in the event of:

- » increased transport costs (e.g. fuel surcharges)
- » newly introduced or increased taxes and/or duties (e.g. landing fees, increase in value added tax)
- » changes in exchange rates
- » invoicing and publication errors

**3.2.2.** Price increases can be claimed at the latest 22 days before the planned departure date. If the price increase amounts to more than 10% of the travel price, the Customer is entitled to withdraw from the contract free

of charge within five days of being notified of the price increase. In this case, the Customer is free to take a substitute trip if one is possible. If the substitute trip is inferior to the contractually agreed trip, the customer may demand payment of the minimum value. Further claims for damages are excluded.

## 4. Cancellation, termination by the Customer

### 4.1. Cancellation before the start of the trip

**4.1.1.** The Customer may withdraw from the trip at any time before the start of the trip. Notice of cancellation must be made in writing. The cancellation becomes binding as soon as it has been confirmed in writing by railtour-Frantour. The relevant date for determining the subsequent cancellation fees is the date of delivery of the notice of cancellation to railtour-Frantour (physical travel documents such as train tickets or public transport tickets for the destination must be returned). In order to meet any deadlines, the Customer is responsible for ensuring that railtour-Frantour receives and confirms any notice of cancellation in a timely manner during its opening hours.

**4.1.2.** Depending on the date of cancellation, the Customer shall pay railtour-Frantour a flat-rate cancellation fee and handling charge (Section 4.3) as well as any cancellation charges pursuant to Section 4.4. The amount of the fees/charges shall be determined in accordance with the relevant cancellation terms of the brand concerned (Section 4.4). The compensation amounts cover the presumed costs incurred by railtour-Frantour and are reasonable against this background. The right to assert claims for damages in excess of the flat-rate cancellation fee is reserved.

**4.1.3.** The Customer shall pay a lump-sum cancellation fee and handling charge in accordance with Section 4.1.2 if the required health formalities of the destination country (e.g. vaccination, COVID-19 vaccination, PCR test, etc.) are generally known on the date of booking or travel, but the Customer fails to comply with them for personal reasons and therefore cancels the trip. The Customer shall pay a flat-rate cancellation fee and handling charge in accordance with Section 4.1.2 if, at the time of booking or travel, a mandatory quarantine obligation has been imposed by the Swiss Federal Office of Public Health for non-vaccinated and non-recovered persons (COVID-19 virus) after return travel from certain destinations and the Customer does not observe the health formalities for personal reasons and therefore withdraws from the trip.

**4.1.4.** The Customer shall pay a flat-rate cancellation fee and handling charge in accordance with Section 4.1.2 if the FDFA and/or the FOPH have expressly advised against travel to the planned travel region at the time of booking and the Customer books the trip despite being informed to this effect by railtour-Frantour and cancels before the start of the trip. In this case, any warranty on the part of railtour-Frantour is excluded. The Customer acknowledges that in this case the conclusion of the travel contract lies solely within its sphere of risk.

### 4.1.5. Section 4.1.2 shall not apply to the following cases:

- » In the case of flights, hotel services or offers from third-party providers, boat trips / cruises and the rental of passenger cars and motorhomes, the conditions of the respective service provider (e.g. airline, tour operator, shipping company) shall apply. The Customer shall be notified of these conditions upon conclusion of the contract.
- » If the FDFA and/or the FOPH expressly advises against a trip to the planned travel region, the Customer is only required to pay the handling fees (Section 4.3), any insurance premiums and visa expenses as well as the expenses demonstrably incurred by railtour-Frantour.
- » If a substitute person proposed by the Customer is willing to take the Customer's place in the contract with all rights and obligations and to start the journey on the agreed terms, only the handling charges (Section 4.3) and any additional costs are owed in addition to the price of the journey. The substitute person must meet all travel requirements (e.g. legal or official requirements, visa requirements) and the change must be accepted by the service providers. The Customer is jointly and severally liable with the substitute person for the payment of the price as well as for any additional costs.
- » In the event of subsequent price increases, the Customer shall have the right to terminate the contract in accordance with the provisions of Section 3.2.

### 4.2. Termination during the trip

If the Customer terminates the contract in whole or in part during the trip, there is no right to a refund of the fare.

### 4.3. Handling charges

In the event of cancellation or termination by the Customer, handling charges of CHF 60.– will be charged per person, up to a maximum of CHF 120.– per order (based on the contractual relationship).

### 4.4. Cancellation costs

Depending on the date of cancellation, cancellation costs will be charged in addition to the fees mentioned under (4.3) pursuant to the details listed under (4.4.1)-(4.4.7). These conditions are listed per booking.

#### 4.4.1. Hotel and additional services (with the exceptions listed under (4.4.2)).

- » 7 to 0 day(s) before departure: 100% of the total price
- » With regard to hotel and additional service prices that are generated on a daily basis, the cancellation and change conditions vary depending on the external booking source. Usually, 100% of costs are applied immediately after the booking is completed at the cheapest rates. In each case, the conditions displayed at the time of booking and confirmation exclusively apply. If changes are made, the individual service components must be cancelled and rebooked again.

#### 4.4.2. Catalogue programmes France/Corsica, Germany: Hotels, individual and guided tours, car rentals, thalassotherapy/wellness, rental apartments, Belambra, holiday villages, active holidays such as bike tours, hiking holidays, etc. Disneyland® Paris, Center Parcs, Villages Nature® Paris, Legoland® Deutschland Resort

- » 30 to 21 day(s) before departure: 30% of the total price
- » 20 to 8 day(s) before departure: 50% of the total price
- » 7 to 0 day(s) before departure: 100% of the total price

#### 4.4.3. Rail travel

- » 30 to 21 day(s) before departure: 30% of the ticket price
  - » 20 to 15 day(s) before departure: 50% of the ticket price
  - » 14 to 0 day(s) before departure: 100% of the ticket price
- For all dynamic bookings via our online booking tool, the respective current terms and conditions apply and are displayed.

#### 4.4.4. Swiss Travel Pass

- » 2 to 0 day(s) before departure: 100% of the total price

#### 4.4.5. Air travel

Booking changes (name, flight, etc.) and cancellations are subject to very strict rules; these are set by each airline and can usually result in costs of up to 100% of the ticket price. Most booking classes require tickets to be issued immediately. The travel agency or the transport specialists at railtour-Frantour will be happy to provide information about the currently valid terms and conditions.

#### 4.4.6. Boat crossings

Change or cancellation of services after confirmation: 100% of the total price

#### 4.4.7. Group travel

Changes, reductions or cancellations of certain services:

- » up to 8 days before departure: Any expenses and loss compensation for third parties, flat service fee of CHF 100, max. CHF 200 per dossier
- » 7 to 0 day(s) before departure: 100% of the total price, flat service fee of CHF 100, max. CHF 200 per dossier

Partial cancellation (reduction of participants):

- » up to 40 days before departure: Any expenses and loss compensation for third parties, flat service fee of CHF 60, max. CHF 240 per dossier
  - » 39 to 15 day(s) before departure: 60% of the total price
  - » 14 to 8 day(s) before departure: 80% of the total price
  - » 7 to 0 day(s) before departure: 100% of the total price
- Plus any expenses for train reservations, empty bed fees, compensation for cancellation by third parties, flat service fee of CHF 60, max. CHF 240 per dossier. Total cancellation of an entire group confirmed by us
- » up to 40 days before departure: CHF 1,000 flat rate per dossier, plus any additional expenses for rail, air, hotel and other service providers
  - » 39 to 0 day(s) before departure: Conditions according to partial cancellation. Minimum flat rate fee of CHF 1,000

## 5. Events

In the event of cancellation or changes, confirmed tickets are non-refundable and are charged at 100%. In most cases, an agency fee must be added to the actual ticket price, which can sometimes make it significantly higher than the printed price.

## 6. Withdrawal or cancellation by railtour-Frantour

### 6.1. Material error

In the event of a material error in concluding the contract, in particular in the event of calculation and/or publication errors concerning the travel price, railtour-Frantour is entitled to withdraw from the contract. The Customer is entitled to a refund of any payments made.

### 6.2. Failure to reach the minimum number of participants

If the minimum number of participants required for a trip is not reached, railtour-Frantour is entitled to withdraw from the contract up to 22 days before the planned start of the trip. The Customer is entitled to a refund of any payments made. Alternatively, the Customer may take a substitute trip if possible. If the quality of the substitute trip is inferior to that of the contractually agreed trip, the Customer may demand reimbursement of the reduced value. Further claims for damages are excluded.

### 6.3. Unforeseeable or unavoidable circumstances

If unforeseeable or unavoidable circumstances (e.g. war, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and associated official measures) prevent the trip from being carried out as planned, railtour-Frantour is entitled to withdraw from or cancel the contract. If the contract is cancelled before the start of the trip, the Customer will be refunded the full price of the trip, whereupon any expenses demonstrably incurred by railtour-Frantour will be deducted from the amount refunded. Claims for compensation are excluded. Alternatively, the Customer may take a substitute trip if possible. If the quality of the substitute trip is inferior to that of the contractually agreed trip, the Customer may demand reimbursement for the reduced value. In the event of cancellation after the start of the trip, claims for damages by the Customer are excluded, in particular claims for compensation for additional costs (e.g. flight or hotel costs).

### 6.4. Unacceptability

If the Customer or a tour member for whom he/she is responsible makes adherence to the contract unacceptable for railtour-Frantour due to inappropriate behaviour, railtour-Frantour is entitled to withdraw from or cancel the contract. It is also deemed to be inappropriate behaviour if the Customer's health obviously does not meet the requirements set out in the service description or those assumed in good faith. The Customer shall pay the processing fees according to section 4.1. as well as the cancellation fees according to section 4.2.

## 7. Changes to the trip (booking changes)

### 7.1. Changes by the Customer

**7.1.1.** Once the contract has been concluded, the Customer is not entitled to change the content of the contract (booking changes). Railtour-Frantour will, however, endeavour to comply with any booking changes requested by the Customer if possible. If railtour-Frantour changes a booking at the request of the Customer, processing fees of CHF 60.– per person, but a maximum of CHF 120.– per order, will be charged in addition to any additional costs.

**7.1.2.** Booking changes must be requested in writing. The booking change will become binding as soon as it has been confirmed in writing by railtour-Frantour.

**7.1.3.** Additional services already used will not be refunded. Services not yet used (full packages) will be refunded, less any service fees, provided that written confirmation from the service provider is given to railtour-Frantour and the services are not invoiced.

**7.2.** Changes by railtour-Frantour and reservation of the right of modification

**7.2.1.** Railtour-Frantour reserves the right to change its service offerings at any time (reservation of the right of modification). In particular, the tour operator is entitled to unilaterally change the published service offerings (hotel, airline, travel route, prices) in its catalogues, Internet, etc. at any time.

**7.2.2.** If unforeseen or unavoidable events or force majeure (e.g. war, strike, natural disasters, withdrawal of landing rights, epidemics, pandemics and associated official measures) prevent the trip from being carried out as planned, railtour-Frantour is entitled to change individual services (e.g. accommodation, means of transport). This also applies to problems with overbooking.

**7.2.3.** In the event of a substantial change to a major article of the contract, the Customer is also entitled to withdraw from the contract free of charge within 5 days of notification of the change.

**7.2.4.** The Customer is not entitled to the aforementioned claims if he/she or a tour member for whom he/she is responsible makes adherence to the contract unacceptable for railtour-Frantour due to inappropriate behaviour. It is also deemed to be inappropriate behaviour if the Customer's health obviously does not meet the requirements set out in the service description or those assumed in good faith. Railtour-Frantour also reserves the right to make subsequent price increases (Section 3.2.).

## 8. Customer's obligations to cooperate

**8.1.** In addition to paying the travel price, the Customer is subject in particular to the following obligations to cooperate:

- » The Customer must immediately check the received documents (e.g. invoice, travel confirmation, travel documents) for correctness and completeness; they must check in particular that these conform with the booking and inform railtour-Frantour immediately in writing in the event of any discrepancies.
- » The Customer is responsible for complying with the relevant entry regulations (in particular concerning passport validity, obtaining visas and receiving vaccinations).
- » The Customer is responsible for complying with the check-in times (e.g. airport, train station) and baggage regulations specified by service providers. If the Customer does not arrive or arrives too late for departure (no-show), the travel price will not be refunded. The obligation to carry is null and void in this case. If the Customer misses the return flight or train journey, they must book another return flight or train journey at their own expense. This also applies in particular in the event of changes to the flight schedule/timetable.
- » In the event of pregnancy, the Customer must obtain information regarding the conditions of transport before travelling and adhere to these. In addition, the Customer is obliged to inform railtour-Frantour of the pregnancy in writing.
- » With regard to the requirements of the planned journey, the Customer must assess their state of health themselves and, if necessary, refrain from travelling.

**8.2.** If the Customer breaches their obligations to cooperate, railtour-Frantour shall not be liable (9). The Customer's claims for compensation due to defects (8) are null and void in this case.

## 9. Complaints

### 9.1. Immediate duty to complain

In the event of complaints during the journey, the Customer must immediately notify the service provider and the local representative of railtour-Frantour or, in their absence, the booking office. railtour-Frantour shall endeavour to find suitable solutions. If no suitable solution can be found locally, the Customer must inform the service IATA agent provider or obtain written confirmation from the local representative (facts of the case, list of deficits). However, the service provider and the local representative are not authorised to recognise Customer's claims.

### 9.2. Customer compensation claims

The Customer must notify railtour-Frantour in writing of their complaint together with the confirmation pursuant to (8.1) within 30 days of the return date. If no notification and/or confirmation pursuant to (8.1) is received, the Customer shall not be entitled to any claims for compensation.

### 9.3. Reimbursement claims for rail services

In the event of reimbursement claims for all or part of the rail service, railtour-Frantour must be provided with the original tickets in order to be able to substantiate the claims with the transport companies involved. Without these documents, no reimbursement can be made.

## 10. Liability

### 10.1. Scope of liability

railtour-Frantour is liable to the Customer for the proper performance of the contract, in particular for the careful selection and supervision of service providers and the professional organisation of the trip, unless the Customer's insurance company compensates the damage.

### 10.2. Limitation and exclusion of liability

**10.2.1.** For each contract, liability for all damages that are not personal injuries is limited to twice the travel price.

**10.2.2.** railtour-Frantour is not liable if the non-performance or improper performance of the travel contract is due to the following:

- » Omissions on the part of the Customer (e.g. non-fulfilment of entry requirements, non-transportation due to pregnancy, criminal sanctions)
  - » Unforeseeable or unavoidable omissions by third parties (e.g. delays by transport companies, strikes, service disruptions in the case of purely mediated external services)
  - » Unforeseeable or unavoidable circumstances or force majeure (e.g. war, natural disasters, withdrawal of landing rights, official orders, lack of driving permits, epidemics and pandemics and associated official measures)
  - » Adolescents under 18 years of age who book/arrive unaccompanied by their parents or without their parents' written consent and are refused permission to leave the country, enter another country or stay in a hotel
- The limitations on compensation provided for in international conventions are reserved in the event of damage resulting from non-performance or improper performance of the contract.

**10.2.3.** If the Customer travels on a substitute trip organised by railtour-Frantour, railtour-Frantour's liability is limited to any reduction in the value of the substitute trip compared with the contractually owed trip.

### 10.3. Assignment of claims for damages

If railtour-Frantour compensates the Customer for damage caused by a service provider, the Customer's claims for damages against the service provider shall pass to railtour-Frantour.

## 11. Data protection

### 11.1. Collection, processing and use of data

In addition to the customer's contact details (name, residential address, e-mail, telephone number), the following information is usually stored or processed when concluding the contract: travel dates, travel destinations, airline, hotel, price, Customer requests, information about other travellers, payment information, Frequent Flyer Number, membership number and other specific information regarding possible membership of railtour-Frantour's cooperation partners, date of birth, nationality, language, preferences and other information that the Customer provides to railtour-Frantour. By booking, the Customer confirms that the provided data is correct. In case of special circumstances (e.g. accident during the trip) as well as in case of complaints, further information may be obtained and stored. Telephone conversations can be listened into or temporarily recorded for (internal) quality assurance purposes. Customer data is subject to Swiss data protection law and is processed for the purpose of business processing or service provision. railtour-Frantour or companies associated with railtour-Frantour (DER Touristik Group) may also use it to provide offers in line with the market and for analysis, marketing and consulting purposes. railtour-Frantour reserves the right to send the Customer offers and information of personal interest. If the Customer does not wish to receive information, they can contact the booking office or railtour-Frantour's Customer service directly. If the data processing relates to a contractual service or product of railtour-Frantour, this shall be deemed as accepted by the Customer when they purchase the contractual service or product. The Customer's consent also refers to related data processing for marketing purposes, as long as the Customer does not revoke their consent. The Customer must ensure the consent of third parties or fellow travellers (e.g. partner, friend etc.) if these are also affected by the data processing.

The Customer hereby agrees to the processing and use of their Customer data.

### 11.2. Transfer of data to third parties

If necessary, the customer's data will be passed on to third parties or companies that are economically linked to railtour-Frantour (DER Touristik Group) for the purpose of service provision and order processing. railtour-Frantour complies with the provisions of data protection law and also obliges third parties or companies of DER Touristik Group to maintain confidentiality and adhere to appropriate data protection if they have access to customer data that allows inference to be made regarding the customer's identity. The Customer hereby agrees to the transfer of their customer data.

### 11.3. Particulars concerning air and sea travel

The authorities of certain countries may require the transmission of specific data regarding travel to and from these countries for security and entry reasons. The Customer hereby authorises railtour-Frantour or the respective airline to transmit the Customer's personal passenger data, in other words their «Passenger Name Record (PNR)» data, to these authorities for these purposes, insofar as this information is available. This includes, for example, name, date of birth, full home address, telephone numbers, information about other travellers, date of booking/ticket issue and intended date of travel, all types of payment information, travel status and itinerary, Frequent Flyer Number, information about baggage, all PNR changes in the past. The Customer acknowledges that this data may be transferred to countries that do not uphold the same level of data protection provided by Swiss data protection legislation. In the case of sea travel, the Customer authorises railtour-Frantour or the respective ocean carrier to transmit this data.

## 12. Applicable law and place of jurisdiction

**12.1.** The contractual relationship between the Customer and railtour-Frantour is governed exclusively by Swiss law.

**12.2.** Subject to mandatory legal provisions, the place of jurisdiction is Bern.

## 13. Miscellaneous

### 13.1. Authoritative language

In the event of differences in interpretation due to different formulations in the various language versions, the German version shall prevail.

### 13.2. Invalidity of a provision

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.

### 13.3. Ombudsman

In the event of judicial proceedings, the parties are at liberty to invoke the ombudsman of the Swiss travel industry ([www.ombudsmann-touristik.ch](http://www.ombudsmann-touristik.ch)) in order to reach an out-of-court settlement.

### 13.5. Insurance

railtour-Frantour expressly recommends that customers residing in Europe take out a travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness.

If necessary, railtour-Frantour will advise the Customer in this regard. It is not possible to withdraw from the insurance contract once it has been concluded.

**13.6.** railtour-Frantour can change the GTCT unilaterally at any time. The updated version will be published online.

railtour suisse sa, January 2022

