

The following conditions regulate the legal relations between you (hereinafter referred to as the client) and railtour suisse, concerning travel arrangements or other services provided by railtour suisse.

1. Conclusion of contract

All agreements, additional clauses and special requirements shall be stipulated in written form. The terms and conditions shall come into effect upon your placing a booking with railtour suisse.

2. Payment

2.1. Balance

The full travel price or balance inclusive of all accumulating bank charges shall be paid before commencement of the tour. In the event of payment not being received by the agreed date, we reserve the right not to provide all services and also to claim cancellation costs in accordance with Number 5. In the event of any booking made less than 28 days before the date of departure, the entire amount shall be paid upon receipt of our confirmation. In order to expedite the handling of late bookings (within 14 days of tour departure), any enquiries shall be made by telephone and/or mail. railtour suisse shall reserve the right to invoice the client for any such expenditure incurred. Also railtour suisse reserves the right to charge the additional costs for sending the documents overseas or depositing them at a Swiss Airport.

3. Services

The contracted services provided by railtour suisse shall be exclusively in accordance with the services described in our confirmation. We shall assume no liability for any services subsequently added by other parties. Unless otherwise stated, all prices are in Swiss Francs and subject to change. Travel documents deposit fee: CHF 30.– per file (at Swiss Airport, train station or hotel). International delivery fee: CHF 30.– per file.

4. Programme amendments

4.1. Amendments before conclusion of contract
railtour suisse shall assume no responsibility for amendments to the itinerary resulting from circumstances beyond its control, measures taken by official authorities, and delays by third parties. However, railtour suisse shall make every effort to inform the client as early as possible of any amendments to the itinerary.

5. Amendments/Cancellations

5.1. General amendment fee

CHF 60.– per file for change of travel date, change of hotel or name change

5.1.1 Additional amendment fee for RailPasses

CHF 20.– per person for any name change, change of pass type or rectifications of passport details. The original RailPasses therefore must arrive at railtour suisse 2 days before the first day of validity.

5.2. The client may cancel any tour or service before the departure date. In such an event, railtour suisse must receive the cancellation in writing before the said date.

5.3. Cancellation fee

The following cancellations costs shall apply for every cancellation.
CHF 60.– Cancellation fee; from booking date up to 0 day/s before departure
In addition to the cancellation fee the following costs will be charged.

5.3.1 Train tickets / Swiss Transfer Ticket Combi

30% of the costs	30 – 21 days before departure
50% of the costs	20 – 15 days before departure
100% of the costs	14 – 0 day/s before departure

Original travel documents must arrive at railtour suisse 2 days before first day of validity

5.3.2 Rail Passes

30% of the costs for unused passes if original passes are returned and arrive at railtour suisse 2 days before the first day of validity
100% of the costs for partly used or original passes which did not arrive at railtour suisse 2 working days before first day of validity and for lost or stolen passes

5.3.3 Seat reservations

100% of the costs

5.3.4 Accommodation

100% of the costs 7 – 0 day/s before departure

5.3.5 Excursions / additional services

30% of the costs	30 – 21 days before departure
50% of the costs	20 – 15 days before departure
100% of the costs	14 – 0 day/s before departure

Original travel documents must arrive at railtour suisse 2 working days before first day of validity

5.3.6 Guided cycling and walking tours & luxury trains

20% of the costs	from booking until 92 days before departure
50% of the costs	91 – 46 days before departure
80% of the costs	45 – 31 days before departure
100% of the costs	30 – 0 day/s before departure

Original travel documents must arrive at railtour suisse 2 working days before first day of validity

5.3.7 Dynamic rates

Daily best prices are non-refundable rates with 100% charge for any change once the booking is completed. Please note the individual terms and conditions indicated on the booking confirmation.

5.3.8 Various

Different cancellation fees may apply for special tours and services and will be indicated on the booking confirmation.

Dispatch and shipping costs are never refunded.

6. Complaints

Attempts should be made in the first instance to rectify any difficulties directly with the hotel management, the supplier or railtour suisse. Should any difficulties not be resolved as they occur and you wish to lodge a claim, this must be made in writing with supporting documentation (confirmation of the supplier, train tickets and reservations etc.) within 30 days after your last travel day booked with railtour.

7. Liability

7.1. General

railtour suisse shall reimburse the client for the value of contracted but not provided or poorly provided services or for any additional expenditure incurred, only if it was not possible for the service provider to supply a comparable substitute service on the spot.

7.2. Liability restrictions, liability exclusions

7.2.1 International agreements

In the event of international agreements restricting liability for inadequate or non-fulfilment of contracts, railtour suisse reserves the right to apply the conditions of such agreements. Such international agreements exist predominantly in the field of transportation.

7.2.2 Liability exclusions

railtour suisse shall not be held liable for non-fulfilment of the contract if the following causes apply:
a) negligence on the part of the client before or during the tour
b) unforeseeable or unavoidable negligence by any third party who is not a party to the contracted provision of services.

c) acts of God or any occurrence which, despite care and attention, could not have been foreseen or avoided by railtour suisse, the intermediary or service provider.

In such cases, railtour suisse shall be not be liable for payment of any compensation or damages whatsoever.

7.2.3 Personal injury, accidents, illness

The tour and services provided consist in the binding consideration for assuming the risks. In the event of personal harm, death, physical injury or illness arising from incorrect or non-fulfilment of the contract by railtour suisse, the company shall assume liability only if such harm, death, physical injury or illness was occasioned by railtour suisse or any service providers. Any such liability shall be subject to international agreements (Number 7.2.1)

Please note that the offered European destinations do not provide certain health and safety services, or information regarding such services is not available.

7.2.4. Loss or damage of property

In the event of loss or damage of property arising from incorrect or non-fulfilment of the contract by railtour suisse, the liability of railtour suisse shall be restricted to a maximum sum equal to twice the tour price, unless such damage or loss was caused intentionally or due to negligence by the client or tour participants. Amounts of any such liability shall be subject to lower limits specified by international agreements.

7.3. railtour suisse is member of the Guarantee Fund of the Swiss Travel industry. In the event of insolvency or bankruptcy of railtour suisse, the customer funds paid in by the client for a package tour are refunded if the trip can not be made at all or only partly. For further information contact www.garantiefonds.ch

8. Insurances

The liability of travel, transport and airline companies is limited. railtour suisse therefore recommends to the client to arrange for appropriate supplementary insurance cover (for example luggage, cancellation, accidents, illness, and possible repatriation costs). The all-inclusive prices quoted by railtour suisse include no insurance cover.

9. Entry, visa and health regulations

railtour suisse shall not be held responsible for the issuing or prolongation of any travel documents and visas. In the event of a cancellation due to the non-receipt or late receipt of a travel document, the cancellation conditions shall apply.

10. Validity

1.4.2020 to 1.4.2021

11. Data protection

11.1. Collection, editing and usage of data

Among the contact data of the client (name, residential address, e-mail, phone number) the following information shall be recorded or processed upon conclusion of the contract: date of travel, destination of travel, airline, hotel, price, customer requests, information about other travel participants, payment information, Frequent-Flyer number, membership number and further specific information about a possible membership with cooperation partners of railtour suisse, birth date, nationality, language, preferences as well as other information provided to railtour suisse from the client's side. When placing a booking with railtour suisse the client testifies by default to the accuracy of the information transmitted. In the event of special occurrences (e.g. accident during the journey) as well as for possible customer complaints additional data shall be collected and stored. Phone calls shall be monitored or temporarily recorded for internal quality assurance. All customer personal data transmitted to railtour suisse is subject to restrictions of the Swiss Federal Data Protection Act and shall be processed for business purposes respectively service provision. In addition, the data provided shall be used by railtour suisse or companies associated with railtour suisse for the provision of market-compliant products as well as for analytical- marketing and consulting purposes. railtour suisse reserves the right to send offers and information which are in the interest of the client. If the customer does not wish to receive these, he shall either contact the point of sales or the customer service. If the data processing relates to a contractual service or a product of railtour suisse it is deemed to be accepted by the client as it goes in hand with the booking of a contractual service or product of railtour suisse. The client's consent refers to related data processing for marketing purposes as long as the customer does not revoke his consent. The client shall ensure the agreement of third parties or fellow travelers (e.g. friend, life partner etc.) if they are involved in the data processing. The customer hereby agrees to the processing and use of his customer data.

11.2. Transfer of data to third parties

The client's data will, where appropriate, be transferred to third parties or companies which are economically linked with railtour suisse (DER Touristik Group) for the provision of service as well as for processing the order. Railtour suisse complies with data protection regulations and also commits third parties or companies belonging to the DER Touristik Group to confidentiality and adherence and to an appropriate data protection if they have access to customer data which might lead to the identity of the client. The client hereby agrees to the transfer and processing of his customer data.

11.3. Particularities regarding air and ship travel

At the demand of the authorities of certain countries, it may be necessary to provide specific data about travel to and from these countries to the authorities for safety and immigration reasons. For these purposes the client shall authorize railtour suisse respectively the corresponding airline to transmit personal data about the client as a passenger, so-called PNR (Passenger Name Record) data to these authorities, insofar as this information is available. These include name, date of birth, home address, phone number, information on other travel participants, date of booking/ticketing, date of travel, all sort of payment information, travel status, travel route, frequent flyer number, details about the baggage, all PNR-changes in the past. The client acknowledges that this data may be transmitted to countries where the data protection does not correspond to the protection level of the Swiss data protection legislation. For cruises the customer authorizes railtour suisse respectively the shipping company to transmit this data.

12. Applicable law and place of jurisdiction

In contractual relations between the client and railtour suisse, only Swiss law shall apply. In the event of any legal action against railtour suisse, notice of such action shall be submitted only to the head office of railtour suisse in Zollikofen/Berne, Switzerland.