

General Terms of Travel

Terms and Conditions

1. **Contract formation**
2. **Goods and Services**
3. **Registration deadline**
4. **Price**
5. **Payment conditions**
6. **You cannot take part in the trip**
7. **You start the trip, but you can not complete it**
8. **Insurance**
- 8.1 **Insurance for electric bike FLYER rental**
9. **Liability with increased risk**
10. **Disclaimer of liability**
11. **Unused services**
12. **Duty to cooperate**
13. **Change of programme**
14. **Changes during the trip**
15. **Exclusion of claims and limitation**
16. **Legal venue and applicable right**

1. Contract formation

The contract between you and **alpavia** comes into effect with the confirmation of your written, telephone, personal or electronic (on-line) registration / reservation. If the person booking registers other travel participants, the original customer is answerable for their/and the subsequent participants' contract duty (in particular payment of the travel price) as if it were their own obligation. These terms and conditions are applicable to all travel participants. As soon as your registration has come, it will be confirmed from us in writing.

2. Goods and services

You will find which services are included in the all-inclusive price, in the program description in the prospectus under: "Included in the price". Special wishes are only a contract component if they have been confirmed from alpavia in writing and unconditionally. **Per person 1 piece of baggage is free. For each additional piece of baggage 50 Swiss Francs will be charged.**

3. Registration deadline

Early registrations help us to avoid complications with the reservation of hotels and transportation. Still we try, within the scope of our possibilities, to accept some single last-minute registrations. Last-minute reservations within 5 days before departure are calculated with an "express fee" of an additional 20 Swiss Francs.

4. Price

Where it is not mentioned differently, the prices per person are given in Swiss Francs for customers with place of residence Switzerland and in Euro for customers with place of residence in EU countries. The rate applies to accommodation in a double room.

The prices in the reservation confirmation are binding.

Not included in the price:

Journey and return journey as well as journeys with the public transportation or taxi which are not expressly included in the travel program.

5. Conditions of payment

On receipt of the invoice a deposit of 300 Swiss Francs/185 Euro, per person is due. The balance is due at the latest 30 days before departure. If you book your trip less than 30 days before departure, the whole invoice amount is due for payment immediately.

The travel documents will be sent after entire amount due has been received, as a rule 10 days before travel begins. The travelling documentation is personal, it may not be transferred to a third party.

6. You cannot start your trip

Whoever cancels their participation in a trip after a confirmed registration, must announce this in writing to **alpavia**. A handling charge of 60 Swiss Francs/40 Euro per person and a maximum of CHF 120 Swiss Francs/80 Euro per order. In addition to the handling charges, a cancellation fee amounting to a percentage of the total amount will be applied:

30-15 days before begin of trip 30%

14-8 days before begin of trip 50%

7-1 days before begin of trip 90%

On the day of the trip or non-appearance 100%.

The day in which the statement arrives from **alpavia** counts as date of change or date of cancellation; on Saturdays, Sundays and holidays the next working day will apply.

Substitute person: It is allowed if the organizational possibilities permit it.

You are personally responsible for the payment of the travel price and applicable fees.

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7. You start the trip but you can't complete it

If you break off your trip prematurely for some reason, you have no claim to restitution of the travel price or the unused services.

In urgent cases (e.g., own illness, accident, serious illness or death of a closely related person) **alpavia** will help you, as much as possible, in the organization of the early return journey.

8. Insurance

A sufficient accident insurance, liability insurance and theft insurance are the responsibility of the participants.

The acquisition of cancellation insurance is recommended. This insurance can be purchased from **alpavia**.

Objects of value, jewellery, clocks, photo equipment, money and credit cards in the car and in the baggage are not insured by **alpavia**.

8.1 Insurance for electric bike FLYER rental

The insurance is the responsibility of the person hiring the bike. The hirer confirms with the finalisation of the rental contract (on site), that he/she has sufficient risk coverage, covering everything which can be encountered with the rental bike (electric bike FLYER). Riding of the FLYER on all streets and paths is at the rider's own risk. The rental company refuses any liability.

The hirer is obligated to use the electric bike FLYER properly and carefully. The person hiring the bike is fully responsible for all damages which arise from negligence or improper use of the electric bike FLYER. The use of the electric bike FLYER for racing purposes or for riding in a racing- manner, as well as riding on unpaved paths is prohibited.

9. Liability with increased risk

Active holidays are often connected with increased risk. **alpavia** is not responsible for accidents. **alpavia** expects every participant to take on a considerable amount of their own responsibility: On hiking tours stable climbing boots are highly recommended and a bike-helmet must be worn on bicycle tours. You are expected to follow all instructions!

10. Disclaimer of liability

We are not responsible for non-performance and faulty performance of the contract in the following cases:

- Fault on your part before and during the trip.
- For unforeseeable or unavoidable fault of a third party who is not involved in the performance of services as agreed upon in the contract.
- Act of a higher power or on an event which we could not foresee or prevent in spite of all possible caution, in particular natural disasters and official government actions.
- Loss of personal effects, cash, objects of value, bicycle, photo equipment, etc.

11. Unused services

No claim to reimbursement exists for services which the travel participants do not make use of during the trip; like transport vouchers, inspections, meals, etc.

12. Duty to cooperate

The customer is obliged to actively and positively assist in the event of programme disturbances or unforeseen service changes, in order to avoid damages or to keep them to a minimum.

13. Change of Programme

alpavia expressly reserves the right to change prospectus data before the reservation. Should this be the case, **alpavia** will inform the travel participant before completion of the contract and try to offer an alternative programme.

14. Changes during the trip

We also reserve the right, in your interest, to change the programmes or individually agreed services if unforeseen circumstances require this and thereby no significant program modification is caused or the character of the trip is changed.

15. Exclusion of claims and limitation

The customer must assert claims in writing to **alpavia**, due to non-performance or non-contractual performance by the travel management, within one month after by contractually-arranged ending of the trip. Claims which come to **alpavia** after this period can not be accepted, unless the customer can prove that he has been blamelessly prevented in the observance of the deadline.

16. Legal venue and applicable right

Swiss laws are exclusively applicable in the relation between you and **alpavia**.

Spiez is the legal venue, subject to constraining legal bases.

Spiez, 20. April 2009

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