

## **General Terms and Conditions of *Adras Travel***

### **Conclusion of a contract**

#### General Terms and Conditions

The general contract conditions are part of the contract between the customer and *Adras Travel*. They apply to all travel participants. Therefore *Adras Travel* recommends reading the general terms and conditions carefully. At the latest with the (deposit) payment the customer accepts the contents of these contract conditions.

#### Conclusion of a contract

Upon receipt of the written, telephone, electronic or personal booking, a contract is concluded between the customer and *Adras Travel*. The customer is obliged to check all travel documents after receipt for completeness and correctness and to report any discrepancies immediately. Follow-up costs resulting from the omission of a report shall be borne by the customer.

#### Personal data

At the time of booking, the customer is obliged to provide personal details which are essential for the correct performance of the service. In particular, it is important to give the exact name; otherwise, the travel services may be refused. A copy of the passports of all travellers is therefore required.

#### Start of benefits

*Adras Travel* points out that the services only apply at the place of performance (usually from arrival at the destination airport). The punctual arrival at the place of performance is therefore the customer's responsibility.

### **Prices and terms of payment**

#### Deposit

A booking is considered confirmed as soon as the customer makes a non-refundable deposit of CHF 500. If the trip is made at short notice (within 30 days before the start of the service), the full amount is due to confirm the booking. If the total cost of the booking is less than CHF 500, the full amount is also due to confirm the booking.

#### Final payment

Unless otherwise stated on the invoice, the final payment must be made no later than 30 days before the start of the service. If the travel expenses are not paid by this date, *Adras Travel* reserves the right to consider the booking as cancelled.

#### Price change

In the following cases *Adras Travel* reserves the right to change the price:

- Price changes of transport companies and/or other service providers
- New or increased government levies or charges (e.g. value added tax)
- Obvious publication errors

### **Validity of booked services**

Booked services are only valid on the dates stated on the invoice resp. travel documents.

### **Liability**

In general

*Adras Travel* compensates you for the cancellation or the improper performance of the agreed services, if it was not possible to offer an equivalent replacement service on spot. However, the liability is limited to twice the total price and covers only the direct damage. The limitation does not apply to personal injury, intent or gross negligence. Any claims must be submitted in writing to *Adras Travel* no later than 30 days after the end of the trip; otherwise, the claim will be forfeited.

#### Exclusion of liability

*Adras Travel* does not assume any liability if the failure or the improper performance of the agreed services is due to

- Failures on the side of the customer
- Force majeure or events, which *Adras Travel* or service providers could not foresee or avert despite due diligence
- unforeseeable or unavoidable failures of third parties who are not involved in the provision of the agreed service.

Accordingly, *Adras Travel* is not liable if the failure or the inappropriate performance of the service is due to flight delays, flight schedule changes, strike, official order, weather conditions or delays of third parties, for which *Adras Travel* is not responsible.

#### **Changes of booking / conditions of withdrawal**

##### Changes of booking

The customer's rebooking orders must be made in writing. A processing fee of CHF 100 per person and service will be charged for changes made after confirmation of the booking but at least 30 days before the service is provided. For changes made less than 30 days prior to the date of performance, the cancellation rules apply. *Adras Travel* would like to point out that the service providers might incur additional fees.

##### Transfer to third party

Generally, transfers to a third party is possible if the substitute person takes over the travel arrangement under the same conditions that were agreed with the customer. In addition, the service providers involved must also accept this. It should be noted that this could be particularly difficult in the high season. A processing fee of CHF 100 per person will be charged for transfers to third parties. The service provider may also charge further fees. The customer and the substitute person are jointly and severally liable for payment of the price and any additional costs incurred.

#### Cancellation provisions

In the event of cancellation of the trip, the following conditions apply:

- If the cancellation is made at least 30 days before departure, there will be no charge. However, the booking fee is not refundable.
- If the cancellation is made between 15 and 29 days before departure, 50% of the total price will be charged. If this amount is lower than the booking fee, there will be no further charges.
- If the cancellation is made less than 15 days prior to departure, 100% of the cost will be charged.

#### Exemptions

*Adras Travel* points out that the cancellation costs may be higher in certain cases. Depending on the situation, the full amount must be paid in case of cancellation. *Adras Travel* will draw the customer's attention to the relevant regulations before booking.

Premature termination of the trip

Should the customer decide to terminate the trip prematurely, the travel price will not be refunded.

### **Program changes**

Alterations

If case of unforeseen circumstances, *Adras Travel* reserves the right to change programs or individual agreed services. *Adras Travel* is not liable for changes in the travel program, which are due to force majeure, official measures or delays of third parties, for which *Adras Travel* is not responsible. Of course, *Adras Travel* tries to inform the customer about changes of the travel program as soon as possible.

Extra cost

If necessary, unavoidable additional costs, of which *Adras Travel* could not have been aware when concluding the travel contract even with the necessary care, must be charged to the customer. This may also be the case if the trip is prematurely terminated.

### **Travel insurance**

It is highly recommended that you take out travel insurance. By concluding a contract with *Adras Travel*, the customer confirms that he has sufficient insurance coverage. The customer also ensures that he is sufficiently insured for accidents and illnesses abroad.

### **Passport, visas, vaccinations**

The customer himself is responsible for compliance with the individual passport, visa, customs, currency and vaccination regulations. If desired *Adras Travel* can support the customer in obtaining a visa. However, *Adras Travel* is not liable for late or wrongly issued visas or if entry is refused for these reasons. In addition, *Adras Travel* is not liable if visas are not approved.

### **Travel documents**

Delivery

Generally, travel documents will be sent by post and/or e-mail at the latest one week before the start of the journey and after receipt of payment. The customer is obliged to check the documents for correctness and completeness.

Loss

*Adras Travel* recommends that you keep copies of your travel documents. *Adras Travel* does not assume any liability in case of loss of the documents.

### **Data protection**

Customer data

*Adras Travel* requires various customer data (e.g. first and last name, date of birth, passport number, address, etc.) in order to provide its services correctly. *Adras Travel* is subject to the Swiss Data Protection Law and is obliged to store customer data securely. It is pointed out that customer data can be stored.

Passing on to third parties

If this is necessary for the correct fulfilment of the contract, *Adras Travel* can pass on customer data to third parties in compliance with the data protection regulations. This can also lead to a data transfer abroad, where the data protection guidelines may not correspond to those of Switzerland. Law or official order to forward customer data to authorities may oblige *Adras Travel* as well as the local partners and service providers.

#### Particularly sensitive data

Under certain circumstances, *Adras Travel* may have to collect data, depending on the services booked, which are particularly worthy of protection according to Swiss data protection law. For instance, it is possible to draw conclusions about the religious denomination based on a diary request. This is also the case if the customer informs *Adras Travel* about health problems or disabilities, of which *Adras Travel* must be aware for planning and carrying out the trip. If such data is relevant for the correct fulfilment of the contract, it can be passed on to the service provider or the local partners of *Adras Travel*. By providing such information to *Adras Travel*, the customer expressly authorizes *Adras Travel* to use such information in accordance with this provision.

#### Complaints

##### On site

Should the customer have cause for complaint during the trip, the tour guide, the local representative of *Adras Travel* or the corresponding service provider must be informed immediately. This is a compelling condition for the assertion of claims for compensation and in many cases already enables a remedy on site. If it is not possible to find a solution on site, the customer must request a written confirmation, which includes the complaint. Local representatives, tour guides or service providers are not entitled to accept claims for damages.

##### After the return journey

If it was not possible to find a satisfactory solution on site, any complaints must be submitted to *Adras Travel* in writing within 30 days. If these conditions are not met, all claims expire.

#### Ombudsman

If there is no agreement between the customer and *Adras Travel*, it is possible to contact the independent ombudsman of the Swiss travel industry. This body is committed to neutrality and strives to find a balanced and fair solution for all parties involved in any kind of disagreement between the client and *Adras Travel*. The address is: Ombudsmann der Schweizer Reisebranche, P.O. Box, 8038 Zurich. +41 44 485 45 35, [info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch), [www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch)

#### Place of jurisdiction

Swiss law exclusively governs the relationship between the client and *Adras Travel*. Possible lawsuits against *Adras Travel* can only be filed at the company headquarters in Allschwil (Switzerland).