

General conditions of travel and Rules of agreement

Dear customer, we are pleased that you have chosen a fotoreisen.ch ag trip and thank you for your trust. Since there are limited places, we recommend to book early.

1. Agreement

1.1. Parties to the Agreement

These general conditions of travel and rules of agreement govern the travel arrangements between you and fotoreisen.ch ag for any travel organised by fotoreisen.ch ag or any other services offered by fotoreisen.ch ag.

1.2 Applicability of the general rules of agreement

These general conditions of travel and rules of agreement do not apply to the following trips or services:

For any flight-only arrangements arranged by fotoreisen.ch ag (in particular special fares), the respective airline's or travel organiser's conditions of travel and rules of agreement will apply. If any trips or other individual services offered by another organizer or service provider are arranged by your booking office, then their own conditions of travel and rules of agreement will apply. In all these instances fotoreisen.ch ag is not part of, and therefore not bound by the agreement, and the General conditions of travel and Rules of Agreement described here will not apply.

2. Object of the Agreement

2.1 The agreement between you and fotoreisen.ch ag comes about by acceptance of your unconditional registration, by means of written, telephone or personal application to fotoreisen.ch ag or to your booking office. From then on, the rights and duties as mentioned in the agreement as well as the General conditions and rules of agreement will apply.

2.2 Special requests:

The General conditions and rules of agreement will only apply if special requests have been unconditionally approved by fotoreisen.ch ag or through your booking office with agreement by fotoreisen.ch ag.

3. Costs and conditions of payment

3.1 Costs

The costs for the travel arrangements can be found in the brochure or in the detailed travel programme. All costs are quoted in Swiss Francs, unless specified otherwise, and are for accommodation per person in double rooms.

For price changes please refer to paragraph 5.

3.2 Deposit

On receipt of confirmation of the booking, the following deposits are due:

CHF 2'000 per person for trips within Europe or within countries in the Mediterranean,
CHF 3'000 per person for other destinations.

3.3 Payment of balance

The final payment is expected to be made at least 60 days before departure, except for tours with special conditions. If payment does not occur by this date, fotoreisen.ch ag can refuse to provide any services and can also charge any cancellation fees as set out in 4.2.

3.4 Short-term bookings

If your trip is booked less than 60 days before departure, the entire amount is due for payment.

3.5 Booking fees

If your trip is booked less than 60 days before departure, contact may need to be made with hotels etc, in which case you will need to cover the extra costs.

Please take note that your booking office may charge a fee for consultation and reservations in addition to the costs stated in the brochure, in accordance with the rules of the Swiss Travel Agency Association.

3.6 Travel documents

Unless otherwise agreed, your documents will, once fully paid for, be sent to you or given to you approx. 7-10 days before travel.

4. You change your booking, your itinerary or are unable to take part in the trip (cancellation)

4.1 General

If you would like to cancel your booked trip or make any changes to your reservation, you must inform fotoreisen.ch ag or your booking office in person or by registered mail. At this time you must return any received travel documents to fotoreisen.ch ag or to the booking office.

4.2 Administration costs

In case of cancellation, changes or rebooking of your trip, an administration fee of CHF 200.- per file will be charged. (see also 4.3). These administration costs are not covered by any existing cancellation insurance.

4.3. Cancellation fees

If you cancel your trip, following cancellation fees will apply, in addition to the administration costs, noted in 4.2:

More than 121 days before departure:

10% of stated costs

120 - 91 days before departure:

40 % of stated costs

90 - 61 days before departure:

80 % of stated costs

60 - 0 days before departure:

100% of stated costs

If payments have been made to third-party operators for flights, hotel reservations or extra tours, these cancellation fees will be charged separately.

If special fares have been arranged for scheduled flights, further cancellation fees may apply.

These can be found in the programme or in your travel confirmation documents.

The date that your notice reaches fotoreisen.ch ag or the booking office, will determine the cancellation/re-booking fee. If this is a Saturday, Sunday or public holiday, it will be processed on the next working day.

4.4 Transferability

If you need to cancel your trip, you can nominate another person to take your place. This person must be prepared to enter the agreement along with its terms and conditions. Furthermore, he/she must be able to cope with the special demands of the trip, and his/her participation must not be prohibited by law or by any official requirements. The administration fee (see 4.2) and any arising additional costs will need to be covered by yourself and the other person. If another person does enter the agreement, then yourself and he/she shall both be responsible together for payment of the costs of the trip. If you nominate the other person too late, or he/she is unable to participate due to inability to cope with the demands of the trip or due to official order, legal reasons etc, then this will be deemed a cancellation (see 4).

4.5 Cancellation insurance

A cancellation insurance is **not** included in our agreement.

4.6 A cancellation insurance is compulsory!

We recommend a further short-term travel insurance (illness, accident, theft, baggage-loss). The cost of the cancellation insurance is not included in the price of our trip.

4.7 Participants who are covered, for example, by an ETI policy (worldwide) or who are fully covered by a policy from another insurance company, can at registration sign a form declining any further insurance.

5. Programme changes and price changes

5.1 Changes made before signing of agreement

fotoreisen.ch ag explicitly reserves the right to change any information, description of services, or prices given in brochures or price lists, prior to your booking. In the event that this should occur, fotoreisen.ch ag or your booking office will inform you prior to signing any agreement.

5.2 Changes made after signing of agreement

In exceptional cases, it is possible that the agreed price needs to be increased.

Prices increases can particularly be due to:

a) change in prices of transport companies (including petrol surcharges);

b) newly introduced or increased fees and taxes (e.g. departure tax, import/export fees, entrance fees etc);

c) large fluctuations in currency exchange rates or

d) government-led price increases

(e.g. government taxes)

If any of these costs increase, they can be passed on to you.

If possible, fotoreisen.ch ag will inform you no later than three weeks before travel begin. If any price increases are greater than a fifteen percent increase on the originally agreed upon price, then you have the rights described in 5.4.

5.3 Programme changes and changes to transportation arrangements after your booking and before travel commencement

fotoreisen.ch ag, in the event of unpredictable or inevitable circumstances, reserves the right to change, both in our and your interest, the travel programme or individual arranged services (such as accommodation, type of transport, mode of transport, airlines, flight times etc).

fotoreisen.ch ag will endeavour to provide services of equal value.

In particular, fotoreisen.ch ag is not responsible for changes in the travel plans arising from force majeure, official actions or late arrival of third parties which are outside of fotoreisen.ch ag's realm of responsibility. If such changes were to occur, fotoreisen.ch ag will inform you as soon as possible about these changes and about any effect these may have on the price.

5.4 Your rights, incase of price- or programme changes after signing of the agreement.

If a change of programme or a change of any major point of the agreement leads to an increase of more than 15% of the originally agreed price, then you will have the right to cancel the agreement within five days of receiving our notification. You will then immediately be refunded any travel costs already paid for.

6. Cancellation by fotoreisen.ch ag

6.1 Cancellation due to circumstances of yours

fotoreisen.ch ag reserves the right to cancel a trip or decline a participants' continuation of a trip, if he/she gives sufficient cause to do so by any actions or omission or failure on his/her part. Any costs for services not rendered yet will in this case be reimbursed, as long as the costs are not related to fotoreisen.ch ag. Further claims are not applicable.

In all cases, cancellation costs apply as per 4.2 and any further claims for compensation.

6.2 Minimum number of participants

There is a minimum number of participants requirement for all trips offered by fotoreisen.ch ag. This number can be found in the relevant trip advertisement. If there are fewer than the expected minimum number of participants, then fotoreisen.ch ag can cancel the trip at latest 3 weeks prior to the set travel commencement.

6.3 Force majeure; strike action

Force majeure (e.g. natural disasters, epidemics, civil unrest), official acts or strike action can cause fotoreisen.ch ag to cancel trips. In this case fotoreisen.ch ag will inform as soon as possible.

6.4 Travel cancellation due to other reasons

fotoreisen.ch ag reserves the right to cancel a trip for any other reason. If this is the case, then you will be informed as soon as possible.

6.5 Other cancellations

If a trip has to be cancelled less than 3 weeks prior to departure due to the minimum number of participants not being reached (see 6.2) or due to other reasons (see 6.4), and you do not participate in an alternative trip, then we will reimburse CHF 60.-- per person, or a maximum of CHF 120.-- per file. No further claims are possible.

7. Changes to the programme and cancellation of services during the trip

Should any change be made to the programme during the trip (e.g. due to weather conditions) affecting a large portion of the trip, then fotoreisen.ch ag will reimburse you the amount accordingly, i.e. the difference between the price of the originally agreed services as quoted and the price of the services actually rendered, as long as the latter are objectively less in value.

8. You commence travel but do not complete it

Should you terminate the trip early for any reason, you will not be refunded the cost of travel. Where applicable, any services not rendered will be reimbursed to you, as long as they do not relate to fotoreisen.ch ag. In emergencies (e.g. illness or accident affecting you, severe illness or death of a close relative) the tour guide of fotoreisen.ch ag or service provider will assist you as far as possible with organising your early return travel arrangements.

9. If you have a complaint

9.1 Demand for remedial action and complaints

If the trip is not as described in the contractual agreement, or if you suffer damages, then you are entitled and obliged to immediately complain about this shortcoming or damage to the fotoreisen.ch ag tour guide or to the service provider and demand remedial action free of charge.

9.2 The fotoreisen.ch ag tour guide or the service provider will endeavour to provide during the trip, remedial action according to the prevailing circumstances, if notified within a reasonable period of time.

If remedial action is not provided during the trip within a reasonable period of time, or if remedial action is not possible or inadequate, then you need to obtain a written confirmation of the shortcoming or the damage and of the deficient or absent remedial action from the tour guide or the service provider.

The tour guide or the service provider is obliged to document the facts and your complaint in writing, but is, however, not entitled to accept any claims for compensation or other claims.

9.3 How to make a claim against fotoreisen.ch ag

If you would like to claim any shortcomings, reimbursements or damages against fotoreisen.ch ag, you have to hand in a written claim to fotoreisen.ch ag within 30 days after returning. You will need to attach any relevant evidence or support for your claim.

10. Liability of fotoreisen.ch ag

10.1 General

fotoreisen.ch ag will reimburse you the value of agreed but not delivered or badly delivered services or of any additional expenditure, as long as the fotoreisen.ch ag tour guide or the service provider was unable to provide a service of equal value there and then (see 10.2.4 for value of claims).

10.2 Limitation of liability, no liability

10.2.1 International treaties/agreements

Should any international treaty or agreement contain limitations on compensation in cases of damages arising from non performance or inadequate performance, then fotoreisen.ch ag may refer to this treaty/agreement, and will in this respect only be responsible within the scope of this treaty/agreement. International treaties/agreements with limitation of liability exist particularly in the area of transport (such as air travel, railway travel and shipping on the high seas).

10.2.2 No liability

fotoreisen.ch ag is not liable if any contractual non performance or inadequate performance is due to any of the following reasons:

a) any failing or fault of yours before or during the trip

b) any unpredictable or not preventable failings of a third party not involved in providing the agreed service;

c) any force majeure or events which fotoreisen.ch ag, the agent or the service provider were unable to predict or prevent.

In these instances fotoreisen.ch ag is absolutely not liable for any claims for compensation.

10.2.3 Personal injury, accident and illness

fotoreisen.ch ag is liable for any personal injuries, death, bodily harm and illness during the trip, provided they are due to contractual non performance or inadequate fulfilment of the contract and are due to fotoreisen.ch ag or its service provider's fault.

Excepted are international treaties/agreements (see 10.2.1)

Should fotoreisen.ch ag not be liable for such damages, then you will be responsible for the services already provided by way of loan to that date by fotoreisen.ch ag.

10.2.4 Damage to property and goods

In cases of damage to property resulting from contractual non performance or from inadequate fulfilment of the contract, fotoreisen.ch ag will be liable for a maximum of twice the value of the trip, except in cases where damage was purposely caused or caused by gross negligence: the right is reserved to use lower legal obligation limits in accordance with international agreements (see 10.2.1).

10.3 Events and excursions during the trip

In addition to the agreed travel programme, it may be possible to book local events or excursions during the trip. These events and excursions may involve certain risks. If you take part in these events or excursions you do so at your own risk. For excursions organised by fotoreisen.ch ag the General conditions of Travel and Rules of Agreement will apply. However, fotoreisen.ch ag is not party to any agreement and you cannot refer to these General conditions of Travel and Rules of Agreement if the events and excursions were arranged by a third party and fotoreisen.ch ag was simply a go-between.

11. Guarantee of your booking payment

We guarantee the amount you have paid for your bookings.

12. Entry, visa and health regulations

12.1 You can find relevant information on passport and entry regulations in the travel brochure. This information applies to Swiss citizens. Citizens of other countries should enquire with the consulate of their own country about the relevant regulations.

12.2 If travel documents (such as passport, ID etc) need to be issued or renewed, or if visa need to be obtained, you will be responsible for doing so. Should a travel document be unobtainable or be issued too late and you need to cancel the trip, then the cancellation rules will apply.

12.3 The travellers are responsible themselves for complying with the entry, health, customs and foreign exchange control regulations. Prior to departing for the trip, ensure you carry all of the required documents on you.

12.4 fotoreisen.ch ag would like you to note that if you are declined entry into the country, you will need to pay for the cost of return travel. At the same time, fotoreisen.ch ag would like to explicitly point out that there may be legal consequences if you import illegal substances or illegal goods into the country.

13. Confirmation of flights

If your trip is not accompanied by one of our staff or members, then you will be responsible for confirmation of your return flight. Please see the travel documents for the necessary information. If you fail to confirm your flight, you may not be able to claim travel costs; any additional costs will need to be covered by yourself.

14. Applicable law and court of jurisdiction

The legal relationship between yourself and fotoreisen.ch ag is governed by Swiss law. Place of contract fulfilment and sole court of jurisdiction is Lucerne.

Organization and implementation:

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