

General Terms and Conditions for the Brokerage of Travel Services

Dear customer,

We are pleased to be able to take care of your travel wishes. We arrange individual tourist services for you (in particular accommodation or transport services).

The contracts for the mediated services (overnight stays and/or transport) are concluded directly between you and the provider of the respective service. The accommodation or transport conditions of the respective providers apply, which we make available to you before booking.

We ask you to carefully read the following General Terms and Conditions ("**GTC**") for the brokerage of travel services of STC Switzerland Travel Centre AG, Binzstrasse 38, 8045 Zurich ("**Travel Agent**" or "**STC**"). These regulate the mediation of the respective services with regard to the rights and obligations of you as a customer and of us as a travel agent. The mutual rights and obligations of the customer and the travel agent result from the contractual agreements made in the individual case, these GTC and the statutory provisions. By using our intermediary services, you agree to these Terms and Conditions.

STC's services are provided in particular through websites such as www.swisshotels.com, www.swissrailways.com and www.switzerlandtravelcentre.com as well as partner websites provided by STC.

1. Conclusion of Contract, Contract Basics

With the acceptance of the customer's brokerage assignment by the travel agent, a contract for the travel brokerage of individual services is concluded between the customer and the travel agent.

If the order for mediation is placed electronically (e.g. e-mail, websites, Internet, SMS), the travel agent confirms receipt of the order by electronic means. This confirmation of receipt does not yet constitute confirmation of acceptance of the travel agency order. In particular, the aforementioned confirmation of receipt does not constitute acceptance of a travel contract (such as a transport or accommodation contract) by the mediated provider of the individual service. A travel contract is only concluded with the confirmation of the respective provider.

The rights and obligations of the customer vis-à-vis the brokered provider are exclusively governed by the agreements made with the latter, in particular its terms and conditions. By booking the arranged individual service, the customer accepts the terms and conditions of the respective provider that have been brought to his attention. This also applies with regard to rebooking and cancellation conditions, which are decided solely by the provider. The travel agent does not become a party to the contract of the customer for the mediated service and assumes no liability for the services to be provided by third parties.

2. Pricing, Payment

The price for the mediated service is determined by the provider. The payment modalities are based on the general terms and conditions or other provisions of the respective provider. Further

information, including the payment methods offered, can be found in the provider's terms and conditions, depending on the type of service.

3. General contractual obligations of the travel agent, information, information

On the basis of these terms and conditions, the customer is advised in the best possible way. On request, the booking request will be made to the provider by the travel agent. After confirmation by the provider, the obligation to provide benefits includes the handover of the documents about the mediated service. This does not apply if it has been agreed that the documents will be transmitted directly to the customer.

When providing information and information, the travel agent is liable within the framework of the law and contractual agreements for the correct selection of the source of information and the correct disclosure to the customer. However, not for their accuracy, completeness or topicality, as these can change at any time.

The travel agent only accepts special requests for forwarding to the mediated provider. Unless otherwise expressly agreed, the travel agent is not responsible for the fulfilment of such special requests. Nor are they a condition or the basis of the contract for the brokerage order or for the customer's booking declaration to be transmitted by the travel agent to the provider. The customer is informed that special requests usually only become part of the content of the provider's contractual obligations with the express confirmation of the provider.

4. Customer Complaints

Claims and complaints must be asserted directly against the provider. If these are to be asserted within certain deadlines, which may result from law or contractual agreements, these deadlines will not be complied with by asserting them against the travel agent.

With regard to any claims of the customer against the provider, there is neither a right nor an obligation of the travel agent to advise on the type, scope, amount, eligibility requirements and deadlines to be observed or other legal provisions.

5. Travel agent's remuneration claims

The prices quoted for the services are prices of the brokered provider. The service providers are remunerated directly by the customer for the services booked. However, the customer undertakes to deposit the amount for booked services with the travel agent by credit card upon first request.

Any service fees to be paid by the customer to the travel agent in connection with the advice and processing of a booking, a cancellation or rebooking as well as for other services on behalf of the customer in connection with the brokerage of a service result from the service fees announced to the customer and agreed with him. Any commission income of the provider is due to the travel agent.

The travel agent's entitlement to service fees remains in the event of service disruptions or changes, in particular rebooking, withdrawal, cancellation, cancellation or termination of the mediated services by the provider or the customer.

6. Reimbursement of expenses, remuneration, debt collection

The travel agent is entitled to demand payments in accordance with the service and payment provisions of the mediated provider, insofar as these have been validly agreed between the provider and the customer and contain legally valid payment provisions.

The travel agent may assert payment claims against the customer as the latter's collection agent, insofar as this is in accordance with the agreements between the travel agent and the provider, but also in its own right on the basis of the specified advance payment obligation of the customer as the client.

The above regulations apply accordingly to cancellation or rebooking costs and other statutory or contractually justified claims of the mediated provider.

The customer may not oppose the travel agent's own payment claims by way of retention or offsetting that the customer has claims against the mediated provider, in particular due to defective performance of the mediated contract.

7. Travel documents, other contract documents

The customer must check the contractual and other documents of the mediated provider (in particular booking confirmations and vouchers, but also other documents) for accuracy and completeness, in particular for compliance with the booking and the brokerage order.

If documents about the brokered service are not transmitted directly to the customer by a provider, the travel agent shall hand them over by post or electronically at his discretion.

8. Customer's obligations to cooperate with the travel agent

The customer must immediately inform the travel agent of any errors or deficiencies in the travel agent's brokerage activities that are recognizable to him after they have been discovered. This includes, in particular, incorrect or incomplete information of personal data, other information, information and documents about the brokered services, as well as the incomplete execution of brokerage services (e.g. bookings or reservations not made). The customer must immediately check the documents sent to him (e.g. booking confirmations, vouchers, invoices) for correctness and completeness (see also section 7 above). In the event of discrepancies, these must be reported to the travel agent immediately. This applies in particular in the event of discrepancies with regard to the customer's personal details according to the identity document (passport or ID). The travel agent points out that providers can refuse to provide the service if the names in the travel documents do not match the names in the identity documents.

The travel agent assumes no liability whatsoever if delays, inconveniences or even the cancellation of services occur due to any deviations or incompleteness, if the customer does not comply with his duty to notify.

In his own interest, the customer is asked to inform the supplier or travel agent of any special needs or restrictions with regard to the service requested.

9. Liability of the travel agent

The travel agent is not liable for any defects and damages incurred by the customer in connection with the mediated service.

Any own liability of the travel agent due to culpable breach of agent duties remains unaffected by the above provisions and is limited to the extent permitted by law. In any case, the travel agent is only liable for damages caused by intentional or grossly negligent acts or omissions in connection with his brokerage activity. Liability is expressly excluded for slight negligence as well as for indirect or consequential damages such as Liability for auxiliary persons is also waived.

10. Force majeure

If the mediated services cannot be provided or cannot be avoidable due to force majeure (i.e. an external, unforeseeable event that can also be reasonably expected through the application of care and technically and economically reasonable means, such as natural disasters, terrorist attacks, war, epidemics and pandemics, failure of telecommunications connections, strike, official or non-official measures, etc.), the consequences agreed between the customer and the mediated provider apply.

11. Privacy

In connection with the order for the brokerage of travel services, in addition to the contact details of the customer (name, home address, e-mail, telephone number), the following information is usually stored or processed: travel dates, destinations, hotel, price, customer wishes, information on other tour participants, payment information, date of birth, nationality, language, preferences and other information that the customer provides to the travel agent. Further information on data protection can [be found under](https://switzerlandtravelcentre.com/de/che/datenschutzerklaerung) <https://switzerlandtravelcentre.com/de/che/datenschutzerklaerung>.

12. Applicable law and jurisdiction

In the relationship between the customer and the travel agent, Swiss law is exclusively applicable, to the exclusion of the conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

Subject to mandatory legal provisions, the courts of the travel agent's registered office shall have exclusive jurisdiction in the event of disputes between the customer and the travel agent.

13. Various

The travel agent may unilaterally amend these GTC at any time. The applicable terms and conditions will be published on the travel agent's websites or otherwise announced to the customer.

The possible invalidity of one or more provisions of these GTC shall not affect the validity of the remaining provisions.

