

### General travel terms and conditions for Heliskiing Tours, ALPIN TRAVEL GmbH

These general contractual and travel terms and conditions are an integral part of the contract between ALPIN TRAVEL GmbH, CH-8880 Walenstadt, and the participant. The reciprocal rights and obligations of the parties to the contract are laid down by the present terms and conditions of business with the reservation of written agreement deviating here from. The general contractual and travel terms and conditions of the relevant airlines shall apply to all flight arrangements organised.

#### 1. Inscription

The number of participants is limited. We therefore recommend you to book early.

#### 2. Payment

The customer shall undertake to make a down payment of EUR 2000.- within 10 days after booking. Full cost of the travel, less the down payment, shall be payable no later than 60 days prior to departure. Flight tickets have to be paid immediately. Upon receipt of the booking, the participant will receive a booking confirmation/invoice. The travel documents will be sent approximately 10 days prior to departure, but at all events only after receipt of payment. In the event of non-payment, we shall not be obliged to hand over the travel documents and we shall be entitled to withdraw from the travel contract and demand compensation for breach of contractual obligations. For payments by credit card, a surcharge in the amount of the credit card commission applies.

#### 3. Prices, price modification

Due to exceptional events we reserve the right to adjust the contractual travel cost. Changes can result in the event of increase of carrier costs (including fuel and other surcharges), new or higher general taxes (e.g. airport taxes), governmental increases (e.g. VAT) or changes of exchange rates. If we are obliged, due to above or similar reasons, to modify the contractual cost, the participant will be informed of the increase at the latest three weeks before departure. In case that the increase exceeds more than 10 % of the original price, the participant has the right to resign from the contract free of charge within 5 days after receipt of our notice, and the amount paid will be refunded.

**3.1 Discounts** can not be accumulated, except discounts for early booking or fidelity. Discounts of fidelity exclusively apply on direct bookings.

#### 4. Cancellation/Modification

A cancellation must be made in writing to ALPIN TRAVEL. If a participant cancels his booking up to 90 days prior to departure, we charge a cancellation fee of EUR 500.- per person. If a participant cancels his booking later than 90 days prior to departure, the following fees in percent of the travel price shall be levied:

89 - 50 days prior to departure	25 %
49 - 30 days prior to departure	50 %
29 - 08 days prior to departure	75 %
07 - 00 days prior to departure	100 %

For any changes of name, flight, travel date etc. we charge a handling fee of EUR 100 per person. Key-date is the date of receipt of the written cancellation.

In the event of a no-show of a participant, missed flights due to late arrival or incomplete travel documents, the participant owes the organiser 100 % of travel cost.

#### 4.1 Replacement person

Should you have to cancel your journey, a replacement person may take your place on the trip (except flight). The replacement person must be prepared to accept the travel arrangements under the terms and conditions agreed with you.

The replacement person and yourself shall be jointly and severally liable for payment of the arrangement price and for any additional costs arising as a result of this transfer.

#### 5. Flight bookings

For cancellation or rebooking of flights separate conditions apply. Flight bookings made through the participants do not fall under the responsibility of the organizer.

#### 6. Cancellation by ALPIN TRAVEL

Should a booked arrangement be cancelled or not executed by the organizer - even at very short notice - prior to departure, as a result of the political situation, poor circumstances or for safety reasons of whatsoever type, the participant shall be entitled to claim reimbursement of the amount paid, less the premium for any insurance effected and/or any visa expenses. No further claims shall be allowable. In case of cancellation through the organiser the special conditions of the air company apply and no refund for tickets will be granted.

#### 6.1 Minimum number of participants

Should the minimum number of participants per tour not be achieved, the organiser shall be entitled to cancel the travel up to 20 days prior to the start of travel. The travel price paid will be refunded to you without delay. No further claims shall be allowable.

#### 7. Discontinuance of a tour

If a participant discontinues his tour, no refund is given for services not obtained. Additional travel costs are at the charge of the participant.

#### 8. Insurances

No insurances are included in the package price. It is expressly the responsibility of the participant to insure himself against any risks, which might occur, and to check whether the cover for accident, sickness and theft insurances is guaranteed worldwide. A travel cancellation cost insurance, covering the costs of cancellation for urgent reasons (sickness, accident etc.) and a travel assistance insurance are highly recommended to all participants in their own interest.

#### 9. Liability

It is expressly pointed out that skiing outside secured and marked pistes and descent routes involves greater risks. Participation in all activities of the booked arrangement is undertaken at your own risk. ALPIN TRAVEL GmbH and the guides employed by it assume no liability in the event of accidents, loss and damage to equipment and personal effects. In particular, ALPIN TRAVEL GmbH cannot guarantee that the organised events will run precisely according to the programme. Success is chiefly dependent on snow and weather conditions and on the personal abilities of the participants. ALPIN TRAVEL GmbH is acting solely as intermediary for the performances of third parties, such as hotels, airlines, helicopter companies, ski-lifts, cable cars and other transport companies etc., and shall not be liable for quality, observation of safety precautions, times, connections etc. The schedules available are not issued in the name of an airline company and shall not constitute any obligation on the part of the latter in any respect as regards organisation of the travel. The liability of the airline companies is directed towards the pertinent laws and the terms and conditions printed on the air tickets.

Losses, shortcomings or programme changes arising from force majeure, occurrences relating to war, civil unrest, strikes, epidemics, natural disasters, government decisions, accidents, the failure of modes of transport and delays shall be excluded from liability. Additional costs, which

are not covered by any travel assistance insurance policy, shall be borne by the participant. All activities not included in the booked arrangement shall be undertaken by the participant at his own risk and with no claim for liability against ALPIN TRAVEL GmbH. Liability shall in general be restricted to the amount of the travel price. Further claims and demands for compensation shall not be allowable.

#### 10. Complaints and objections

Complaints shall be reported immediately to the representative of ALPIN TRAVEL, so that the persons responsible for resolving the shortcomings can be procured. Justifiable claims for compensation shall be reported in writing to the organiser no later than 20 days after return from the journey.

#### 11. Programme alterations

We reserve the right to modify, also in your interest, the programme or some services (e.g. type of transport, airline carrier, hotel etc.), in case of unexpected circumstances and/or if the situation at the destination demands it. In the event of programme alterations before departure we will advise you immediately.

#### 12. Failure of flight operations

Should the flight operation fail for reasons such as technical problems, fuel supply etc., and should the guaranteed flying hours not be achieved as a result, the participant shall be entitled to a refund of the guaranteed flying hours not flown to the value of the applicable provisions for reimbursement. Further reimbursements shall in general not be allowable.

#### 13. Passport, visa, vaccinations, customs regulations

The participant shall himself be responsible for observing the regulations and provisions regarding passport, visa, customs and vaccinations. Participants will be sent relevant information with the travel confirmation. We arrange your possibly necessary visa against payment of the effective costs. Passports must be valid for at least six months after the return travel date.

#### 14. Travel guarantee

Our company is a member of the guarantee fund of the Swiss travel industry and guarantees that it will cover the amounts you paid in connection with the booking of a package holiday as well as your journey home. Detailed information can be obtained from the agency where you booked your trip or at [www.garantiefonds.ch](http://www.garantiefonds.ch)

#### 15. Ombudsman

You may telephone the independent ombudsman for the travel agency industry prior to any judicial dispute. The ombudsman will make every effort to achieve a balanced and fair agreement between you and the travel organiser or the travel agent with which you booked the travel, with respect to problems of all types. The address is:  
Ombudsman der Schweizer Reisebranche,  
Etelstrasse 42, Postfach, 8038 Zürich.  
Telefon 044 485 45 35 / Fax 044 485 45 30  
[info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch)  
[www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch)

#### 16. Applicable law and place of jurisdiction

Swiss law shall be applicable. The place of jurisdiction shall be Walenstadt.

#### 17. General remarks

Services included in the price are listed in the brochure.

All the information in this brochure corresponds to the status at the time of going to print.

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