

Travel Terms and Conditions

1. REGISTRATION / CONCLUSION OF CONTRACT

A trip can be registered at Eurotrek by making a booking. The contract with Eurotrek is concluded only after Eurotrek issues the travel confirmation. The traveller is bound by his registration for seven working days. If Eurotrek does not confirm the trip within this period, no contract is concluded. The travel description, travel guidelines and present travel terms are part of the contract with Eurotrek.

If the content of the travel confirmation differs from the content of the registration, a new offer will be made by Eurotrek. If this offer is not explicitly declined by the customer within 3 days, then the contract is concluded pursuant to the offer made by Eurotrek.

If the traveller registers several people, then he is responsible for their obligations as well as his own. This refers particularly to the payment of the travel cost. The travel description, travel guidelines and travel terms are applicable to all the travellers.

If the booking office or Eurotrek provides the traveller travel arrangements or individual services of other tour operators or service providers, then the customer shall conclude a contract with each one of those companies and their own travel conditions shall apply (e.g. flight tickets). Eurotrek conducts most tours in collaboration with the local representatives. The traveller meets the representative of the respective organisation at the location.

Vouchers and other discounts are to be submitted at the time of the booking so that they can be claimed. Once Eurotrek issues the confirmation, the vouchers and discounts can no longer be considered.

2. PRICES AND PAYMENT TERMS

2.1. Prices

The offer prices are listed in Swiss Francs (CHF). The prices in Swiss Francs are applicable to bookings in Switzerland. Swiss bookings can also be paid in Euro, if it was explicitly requested at the time of booking. The Euro prices are valid for bookings made in Germany or Austria.

The prices of the travel arrangements can be viewed on the respective catalog page or webpage of the offer. Unless stated otherwise in the offer, these prices are valid per person in a double room / cabin / tent, including VAT. The prices are valid from 01/11/2018 till (including) 31/10/2019.

For telephonic and written bookings at Eurotrek, a dossier fee of CHF 20.00 per person (max. CHF 60.00) is charged. This fee does not apply in case of online booking via the Eurotrek homepage. For special offers, a processing fee of CHF 40.00 may be charged.

In case of bookings made at a travel agency, the travel agency may charge its own booking fees.

2.2. Payment Terms

Upon receipt of the registration, the traveller will receive the travel confirmation. An advance payment of 30% of the total amount, at least CHF 300.00, is due within 10 days from the receipt of the confirmation. The balance must be paid not later than 35 days before the travel start date. In case of bookings made at short notice, i.e. less than 36 days before the travel start date, the total travel cost must be paid immediately. The travel documents are sent upon receipt of the full payment. A transaction fee of CHF 20.00 is charged for payments. This does not apply for the following modes of payment: cash payment, REKA payment, vouchers, bank transfer. Please specify the preferred mode of payment at the time of booking.

The customer can pay up to 50% of the travel cost, max. CHF 500.00 per person through Reka checks.

If the travel cost is not paid on time, Eurotrek can terminate the contract after a short grace period. In this case, cancellation charges are payable as per Section 5.1.

3. SERVICES

The services included in the price are given in the Program Description in the points mentioned under «Services». If the services or the travel program has changed, this will be communicated before confirmation of the trip.

All programmes are available without round trip. Transfers during the trip are included as long as they are listed under «Services».

The travellers will receive one set of travel documents per room. Maps and general information material will be made available as far as possible.

4. PRICE AND PROGRAM CHANGES BEFORE THE TRIP

Eurotrek reserves the right to change the travel cost, the travel program or individual services before the start of the trip, provided it was necessary due to unforeseeable or unavoidable reasons. The effect on the price is communicated along with the change in the travel program or service.

The prices can be increased due to the following reasons: if the transport costs increase subsequently, fees or taxes are increased or if the relevant exchange rates change. Increase in prices is communicated latest by three weeks before the travel start date. The price increase is apportioned to the travel cost accordingly.

If the price increase is more than 10% of the total price or if the program change leads to a substantial change in the contract, Eurotrek shall notify the traveller as soon as possible about it. The traveller can accept the change, participate in an alternative trip or withdraw from the contract. In case of cancellation of the contract, the travel cost already paid is refunded. Any further claims are excluded.

5. CANCELLATION BY THE CUSTOMER / CHANGE / REBOOKING / TRANSFER TO ANOTHER PERSON

The valid date of change or cancellation is the day on which Eurotrek receives the explanation during normal working hours. In case of Saturdays, Sundays and Holidays, the next working day is considered (this also applies to messages received via email, on the homepage, answering machine etc.).

5.1. Cancellation by the Customer

The customer can cancel the booked trip anytime before the start of the trip. The cancellation must be made in writing to Eurotrek. A processing fee of CHF 40.00 per person (max. CHF 80.00) will be charged. In addition to the processing fee, the following cancellation costs will be charged as a percentage of the total amount.

Up to 29 days before start of the trip: 20%
28 – 15 days before start of the trip: 50%
14 – 08 days before start of the trip: 70%
07 – 01 days before start of the trip: 90%
0 days before start of the trip / No-show: 100%

5.2. Small Changes

If the customer demands small changes in the contract after the booking confirmation (e.g. transfers, extra overnight stay, bicycle rental), charges up to CHF 60.00 will be charged per order, depending on the extent of the change.

5.3. Rebooking

Eurotrek endeavours to fulfil customer requests with regard to change in travel date, travel duration, travel destination, mode of transport, type of accommodation, class, etc. If Eurotrek is able to comply with the request, the change in the booking will be treated as a cancellation according to Section 5.1 and a simultaneous new registration. The cancellation charges listed under Section 5.1 and the charges for the newly booked services are billed to the customer.

5.4. Person to whom trip is transferred (replacement)

The customer has the right to name another person as replacement who enters into the contract. The traveller and the replacement are jointly responsible for the payment of the travel cost and any additional charges. The replacement must fulfil the travel requirements. A processing fee of CHF 60.00 will be charged. Due to the change in traveller, additional costs may be incurred which are to be paid by the customer or the replacement.

6. CANCELLATION BY EUROTREK

For certain trips offered by Eurotrek, a minimum number of participants is required, which is stated in the travel description. If this minimum number is not reached, Eurotrek can cancel the trip latest by 2 weeks before the decided start date of the trip. The travel cost already paid will be refunded. Any additional claims are excluded.

Eurotrek can cancel the trip, if, before the departure, the travel is made considerably difficult or rendered impossible on account of force majeure, official measures, political unrest, strikes or other unforeseeable or unavoidable circumstances. The travel cost already paid will be refunded. Any additional claims are excluded.

Eurotrek reserves the right to cancel the trip of the customer, when there is a justified reason to do so (for instance, when it can be seen that the customer does not meet the participation requirements). In this case, cancellation charges as per Section 5.1 are charged.

7. CONDITIONS OF PARTICIPATION AND OBLIGATION TO COOPERATE

The traveller must meet the requirements of the booked trip. In case of unguided tours, the traveller will receive a daily schedule as recommendation. The traveller decides whether his own fitness and/or the external circumstances (e.g. weather) allow him to undertake the scheduled activities and whether he can successfully follow the program. In case of group tours, the participant must inform the tour guide about difficulties. The instructions of the tour guide must be followed.

If the traveller is unable to perform the daily activities due to personal reasons, weather conditions, etc. and if he uses a mode of transport that is not included in the travel cost, to reach the next place of the trip, then these costs will be borne by the traveller.

In case of group tours, if the traveller disturbs the travel persistently or endangers himself, the other participants or a third party, the tour guide can suspend the traveller from participating in the trip. The travel cost will not be refunded and any additional charges shall be borne by the traveller.

If any equipment is provided to the traveller or if he has rented it, he is responsible for using it carefully. In case of any damage, the tour guide or the office listed in the travel documents must be informed immediately. Damages caused by careless use are to be paid by the participant.

If a traveller is unable to participate in an activity fully or partially, the travel cost is not refunded, even on a pro-rata basis.

8. ENTRY & HEALTH REQUIREMENTS

In order to travel with Eurotrek, citizens of Switzerland and Lichtenstein need a valid passport or a valid identity card. Citizens of other countries should consult the concerned embassy about the applicable rules at and must carry the necessary identification cards with them.

9. CHANGES IN PROGRAM DURING THE TRIP

Weather conditions and other circumstances can force changes in the travel program. In the interest of the customer, Eurotrek reserves the right to change the program, if unforeseeable and unavoidable circumstances so demand. Nevertheless, Eurotrek strives to offer equivalent services as substitute. If the remedial measures involve excessive costs or disproportionate effort, Eurotrek can refuse the remedy. In this case, the additional costs shall be borne by the traveller. The same is valid in case of force majeure.

10. CUSTOMER DROPS OUT OF THE TRIP OR UNRELATED SERVICES

If the participant drops out of the trip before completion or does not obtain all the booked services, then the travel cost will not be refunded. Any costs (e.g. for the return transport) shall be borne by the participant. Eurotrek recommends buying a travel insurance policy.

11. COMPLAINTS DURING THE TRIP, ASSERTION OF CLAIMS

If the customer has any complaints during the trip or incurs damages, he must promptly contact the local representatives. If they are not available, Eurotrek is to be informed directly. If the remedy is not possible or if it is insufficient, confirmation from the tour guide or from the local representative is to be requested. Neither the tour guide nor the local representatives can accept claims on behalf of Eurotrek.

Claims must be registered at Eurotrek in writing within 30 days from the contractual end date of the trip. If the participant does not report the shortcomings or the damages suffered on the spot and does not have any confirmation from the local representatives, or does not assert his claims in writing within 30 days from the contractual end date of the trip, the participant loses all rights.

12. LIABILITY

12.1. General

Eurotrek is liable within the framework of legal provisions and international conventions, whereby the liability is excluded as far as legally permissible.

12.2. Exclusions of Liability

Eurotrek is not liable, particularly in the following cases (not an exhaustive list):

- If the damage is attributable to the customer's neglect before or during the trip (e.g. insufficient equipment, disobeying the instructions of the tour guide or the instructions given in the travel documents, overestimating one's ability to perform).
- Damages on account of force majeure or unforeseeable or unavoidable circumstances that arose despite due diligence by Eurotrek or the service provider.
- Damages due to unforeseeable or unavoidable failures by third parties, who are not involved in the performance of the contract.

12.3 Valuables and Own Equipment

If the traveller uses his own equipment, he is responsible for its transport, suitability for the purpose, careful use and safekeeping. This applies particularly to bicycles. Eurotrek is not liable for these items.

12.4 Delays in Public Transport

Eurotrek is not responsible for adherence to timetables or delays in public transport. Eurotrek advises travellers to take such delays into account while planning the trip.

12.5 Events during the Trip

If travellers participate in events or excursions (external services) outside the agreed travel program, it is their own responsibility. Eurotrek is not liable for external services from third party companies.

12.6 Non-Contractual Liability

The non-contractual (tortious) liability of Eurotrek is governed by the applicable laws and international conventions. This liability is excluded as far as permitted by law.

12.7 Other

Eurotrek is not liable for idle vacation time, lost holiday enjoyment, frustration.

13. GUARANTEE

Eurotrek is a participant in the guarantee fund of the Swiss travel industry and guarantees that the amounts paid in connection with the travel package booked by the customer and the costs of the return trip are guaranteed.

14. Data Security

Eurotrek will inform the travellers about programs and activities. The traveller has the option to unsubscribe from this service anytime via eurotrek@eurotrek.ch. The traveller can demand access to the saved data or request deletion of his data.

If you provide your TCS number while booking, you consent to the fact that information such as first name, surname, TCS membership number, booked services with basic price and email address can be passed on to the TCS.

15. Insurance

Cancellation insurance is mandatory for travellers. It is not included in the travel arrangement. The traveller can forgo this insurance, if he can demonstrate an equivalent insurance cover. The traveller can take out cancellation costs as well as return trip insurance at Eurotrek. The insurance benefits depend on the insurance policy.

16. LIMITATION

All claims against Eurotrek lapse within one year of the end date of the trip. Shorter limitation periods are reserved according to applicable laws and international conventions. If the laws and international conventions contain longer, mandatory, contractually unchangeable limitation periods, then these are applied.

17. Ombudsman

Before any judicial dispute, you should contact the Ombudsman for the travel industry. It strives to achieve a fair and balanced settlement. Ombudsman of the Swiss Travel Industry, Etzelstrasse 42, 8038, Zurich.

18. APPLICABLE LAW, PLACE OF JURISDICTION

Swiss Law applies to the legal relationships between the customer and Eurotrek. For complaints against Eurotrek, the exclusive jurisdiction of the Court of the City of Zurich (Switzerland) is agreed.

These general contract and travel terms and conditions are subject to mandatory, contractually unchangeable provisions in applicable laws and international conventions.