

General information and conditions of travel

We are delighted that you are interested in travelling with Pullman Tours GmbH and thank you for your confidence in us.

1. CONTRACT

1.1. General considerations

These General Terms and Conditions of Travel govern the legal relationship between you and Pullman Tours GmbH in respect of the services offered by Pullman Tours GmbH.

1.2. Parties to the contract

These General Terms and Conditions of Travel do not apply to the following travel arrangements and services: all flight-only bookings arranged through Pullman Tours GmbH are governed by the terms and conditions of transport of the airlines responsible and/or the relevant operators. If your booking agent arranges tour packages or individual services that are supplied by other operators or service providers, the terms and conditions of travel of those operators/providers will apply. In all these cases, Pullman Tours GmbH is not a party to the contract, and these General Terms and Conditions of Travel will not be applicable.

2. SUBJECT MATTER OF THE CONTRACT

2.1. The contract between you and Pullman Tours GmbH

comes into being upon the unconditional acceptance of your registration, in writing, by telephone or in person, with Pullman Tours GmbH or your booking agent. From that point on, the rights and obligations arising out of the General Terms and Conditions of Travel apply to both you and Pullman Tours GmbH.

2.2. Special requests may only be incorporated into the contract if they are accepted by Pullman Tours GmbH or your booking agent and approved without reservation by Pullman Tours GmbH.

3. CONDITIONS OF TRAVEL AND PAYMENT

3.1. Prices

The prices of tour packages are contained in the catalogue or detailed programme. Unless otherwise stated, the prices of tour packages are in Swiss francs and based on accommodation in double rooms. For price changes see clause 5.

3.2. Advance payment

On receipt of the booking confirmation, you must make an advance payment of 30% of the tour price per person. A second advance payment of 30% of the tour price is due and payable 3 months before the departure date.

3.3. Final payment

The remainder of the price must be paid no later than 30 days before the departure date. If payment is not made in time, Pullman Tours GmbH may refuse to provide travel services and cancel the package as set out in clause 4.2.

3.4. Last-minute bookings

If you book your tour less than 30 days before the departure date, you must pay the full amount of the invoice immediately.

3.5. Booking fees

If you book your tour less than 15 days before the departure date, we may need to contact hotels etc. to obtain confirmation of availability; any costs incurred by us in doing so will be charged to you.

3.6. Travel documents

Unless otherwise agreed, your documents will be made ready for collection or sent to you around 15 days before your tour departs, provided we have received payment of the full invoice amount.

4. CHANGES, CANCELLATIONS

4.1. General considerations

If you wish to cancel, change or rebook a tour, you must notify Pullman Tours GmbH or your booking agent either in person or by registered letter. You must return any travel documents you have received to Pullman Tours GmbH or your booking agent at the same time.

4.2. Administration fees

If you cancel, change or rebook your tour, we will charge an administration fee of CHF 80 per person per order (see also clause 4.3.). These administration fees will not be covered by any cancellation insurance you may have.

4.3. Cancellation fees

If you cancel or request to change or rebook your tour later than 92 days before the departure date, we will charge the following cancellation fees in addition to the administration fees set out in clause 4.2.:

up to 92 days before departure	25%
91–43 days before departure	45%
42–15 days before departure	80%
14–0 days before departure	100%
If you leave the tour once it has started or fail to arrive for the tour	100%

Travel arrangements involving special rates on scheduled flights may be subject to different cancellation conditions, which can be found in the programme description or travel confirmation. The cancellation or change will be deemed to have been made on the date on which your notification is received by Pullman Tours GmbH or your booking agent; if that date is a Saturday, Sunday or public holiday, the effective date will be the next working day.

4.4. Visa fees

If you have already applied for a visa, visa fees and administration fees connected with obtaining it cannot be reimbursed.

4.5. Transferring your booking

If you have to cancel your tour, you may nominate another person (transferee) to travel in your place. The transferee must be prepared to travel in accordance with the contract terms already agreed. They must also satisfy the special travel requirements and their participation must not contravene any laws or official requirements. You and the transferee must pay the administration fee (clause 4.2.) as well as any additional costs incurred. If the transferee replaces you as a party to the contract, you and the transferee will be jointly and severally liable for payment of the tour price. If you nominate a transferee too late or if the transferee is prevented by the travel requirements, official order, provision of the law etc. from taking part in the tour, this will be treated as a cancellation under the terms of clause 4ff.

4.6. Cancellation insurance

You are required to take out insurance to cover cancellation costs. Please note the information on the confirmation.

5. CHANGES TO THE PROGRAMME AND PRICES

5.1. Changes before the contract is concluded

Pullman Tours GmbH expressly reserves the right to amend brochure information, service descriptions, as well as prices stated in brochures and price lists, before your booking. In this event Pullman Tours GmbH or your booking agent will notify you before the contract is concluded.

5.2. Price changes after the contract is concluded

In exceptional cases, we may need to increase the agreed price.

Price increases may be caused by

- changes to the prices charged by transport companies (including fuel surcharges);
- new or increased fees and taxes (e.g. departure taxes, embarkation and disembarkation fees, etc.);
- exchange rate movements; or
- government-imposed price increases (e.g. VAT).

Any increase in the cost of these services may be passed on to you. Pullman Tours GmbH will notify you at least 3 weeks before your tour departs. If the price increases by more than 10%, your rights are as set out in clause 5.4.

5.3 Changes to the programme, changes to travel arrangements after you book and before your tour departs

Pullman Tours GmbH reserves the right, in your interest as well as its own, to amend the tour programme or individual agreed services (e.g. accommodation, nature and means of transport, airline, flight time, etc.) if necessitated by unforeseeable or unavoidable circumstances.

Pullman Tours GmbH will make every effort to offer equivalent alternative services.

In particular, Pullman Tours GmbH will not be liable for changes to the tour programme attributable to force majeure, official measures and third-party delays for which Pullman Tours GmbH is not responsible. Pullman Tours GmbH will notify you of such changes and their impact on the price as soon as possible.

5.4 Your rights if we make a change to the price or programme after the contract has been concluded

If the programme change results in a change to a material element of the contract or if the price increase exceeds 10%, you have the right to withdraw from the contract within 5 days of receiving our notification. The tour price you have already paid will be returned to you without delay.

6. CANCELLATION BY Pullman Tours GmbH

6.1. Cancellation for reasons due to you

Pullman Tours GmbH is entitled to cancel your tour if any act or omission by you gives it justified cause to do so. In this case, Pullman Tours GmbH will repay the tour price you have already paid; no further claims will be entertained. This does not affect the cancellation costs under clause 4.2 or further claims for compensation.

6.2. Minimum number of participants

All tours offered by Pullman Tours GmbH are subject to a minimum number of participants which is stated in the relevant tour description. If the number of participants does not reach the prescribed minimum, Pullman Tours GmbH may cancel the tour no later than 3 weeks before the specified departure date.

6.3. Force majeure, strikes

Events involving force majeure (natural disasters, epidemics, civil unrest), official measures or strikes may lead Pullman Tours GmbH to cancel a tour. In such cases, Pullman Tours GmbH will notify you as quickly as possible.

6.4. Cancellation for other reasons

Pullman Tours GmbH may cancel the tour for other reasons. In this event, you will be notified as quickly as possible.

7. PROGRAMME CHANGES, NON-PROVISION OF SERVICES DURING THE TOUR

If a change is made to the programme during the tour (e.g. due to the weather situation or events) that affects a substantial part of the agreed tour, Pullman Tours GmbH will reimburse any difference between the agreed tour price and the prices of the services actually provided.

8. IF YOU JOIN A TOUR BUT ARE UNABLE TO COMPLETE IT

If for any reason you leave the tour before it ends, no refund of the price of the tour package can be made. Any services not used will be reimbursed, to the extent that Pullman Tours GmbH is not charged for them. In urgent cases (e.g. due to illness or accident affecting you or the serious illness or death of a person close to you), the Pullman Tours GmbH tour guide or the service provider will assist you as far as possible in organising your early return journey. Please refer in this connection to the assistance provided by Europäische Reiseversicherungs AG, Basel or any other additional insurance you may have.

9. IF YOU HAVE A COMPLAINT

9.1. Making a complaint and requesting remedial action

If the tour does not correspond to what was contractually agreed or you suffer loss or damage, you are entitled and obliged to notify the Pullman Tours GmbH tour guide or the service provider without delay of the deficiency, loss or damage concerned and request remedial action without charge.

9.2. The Pullman Tours GmbH tour guide or the service provider will make every effort to take remedial action within a reasonable time having regard to the length of the tour. If no such remedial action is taken within a reasonable time having regard to the length of the tour, if it is impossible to do so or if such remedial action is inadequate, you must obtain written confirmation from the tour guide or the service provider of the deficiencies, loss or damage forming the subject of your complaint, and of the fact that remedial action was not taken. The tour guide or the service provider must record the facts and your complaint in writing. However, they are not authorised to recognise any claim for compensation or the like.

9.3. How you can make a claim against Pullman Tours GmbH

If you wish to make a claim in respect of deficiencies or claim a refund or compensation from Pullman Tours GmbH, you must submit your complaint to Pullman Tours GmbH in writing within 30 days of returning from your tour. Your complaint must include the confirmation from the tour guide or the service provider and any supporting evidence.

10. LIABILITY OF Pullman Tours GmbH

10.1. General considerations

Pullman Tours GmbH will reimburse you the cost of any agreed services that were not provided or were inadequate, or any additional expenses incurred by you, to the extent that the Pullman Tours GmbH tour guide or the service provider was unable to provide an equivalent alternative service at the time. (With regard to the amount of the claim, see clause 10.2.4.)

10.2. Limitation and exclusions of liability

10.2.1. International conventions

If international conventions limit the compensation payable for loss or damage arising out of non-performance or deficient performance, Pullman Tours GmbH may invoke such conventions and will be liable only to the extent provided for in those conventions. International conventions that limit liability apply in particular to transport services (such as air transport, shipping on the high seas and rail transport).

10.2.2. Exclusions of liability

Pullman Tours GmbH will not be liable for non-performance or deficient performance of the contract attributable to the following causes:

- omissions on your part prior to or during the tour;
- unforeseeable or unavoidable omissions by a third party that is not involved in performing the contractually agreed service;
- force majeure or an event that Pullman Tours GmbH, the agent or service provider could not foresee or prevent despite exercising due care. In such cases, Pullman Tours GmbH excludes all liability for compensation.

10.2.3. Personal damage, accidents and illnesses

Pullman Tours GmbH will be liable for personal damage, death, physical injury or illness resulting from the non-performance or deficient performance of the contract, to the extent that Pullman Tours GmbH or its service providers are responsible for the loss or damage incurred. The above is subject to the provisions of international conventions (clause 10.2.1.)

10.2.4. Damage to property and financial loss

In the event of damage to property and financial loss resulting from the non-performance or deficient performance of the contract, the liability of Pullman Tours GmbH will be limited to twice the price of the tour, unless the loss or damage is caused intentionally or by gross negligence, subject to any lower limits specified in international conventions.

10.3. Events and excursions during the tour Under certain circumstances, there may be the option to book local events or excursions outside the agreed programme during the tour. Such events or excursions may entail risks. It is your responsibility to decide whether you wish to participate in such events or excursions. Excursions operated by Pullman Tours GmbH are subject to the General Terms and Conditions of Travel. However, where such events and excursions are operated by third parties and merely arranged through the tour guide, your contract is not with Pullman Tours GmbH and these General Terms and Conditions of Travel are not applicable.



11. GUARANTEE

Our membership of the Guarantee Fund of the Swiss Travel Industry ensures protection for all monies paid by you in connection with your booking.

12. ENTRY, VISA AND HEALTH REQUIREMENTS

12.1. Please contact Pullman Tours GmbH, your booking agent or the relevant consulate for information on the requirements that apply to you.

12.2. You are responsible for obtaining, or securing an extension to, any travel documents (passport, ID card, etc.) and visas required. If a travel document is not available or is issued too late and you have to cancel your tour as a result, the cancellation conditions will apply.

12.3. Participants are responsible for ensuring that they comply with entry and health requirements as well as currency regulations. Please ensure before departure that you have all the necessary documents with you.

12.4. Pullman Tours GmbH hereby advises you that in the event you are refused entry to a country, you will have to pay the costs of return travel. Pullman Tours GmbH also expressly draws your attention to the legal consequences of importing banned goods and other items.

12.5. A fee of CHF 40.– will be charged for obtaining a visa separately.

13. RECONFIRMING FLIGHTS

In the case of unaccompanied tours, you are responsible for reconfirming your return flight. The necessary information is contained in your travel documents. Failure to reconfirm your flights can result in loss of your entitlement to travel, in which event you will be responsible for any additional costs incurred.

14. OMBUDSMAN

14.1. Before initiating legal proceedings, you should contact the independent Ombudsman of the Swiss Travel Industry. The Ombudsman will seek to secure a fair and balanced resolution of any kind of problem arising between you and Pullman Tours GmbH or the travel agency through which you booked your tour.

14.2. The Ombudsman's address is: Ombudsman of the Swiss Travel Industry P.O. Box, CH-8038 Zürich.

15. APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between you and Pullman Tours GmbH is governed by Swiss law. The place of performance and sole place of jurisdiction is Stans.

Organiser and operator

Pullman Tours GmbH, CH-6370 Stans

Valid from 1.9.2023