

# **General Terms & Conditions (GTC)**

#### 1. Area of Application

These General Terms and Conditions (GTCs) govern the contractual relationship between you as the tour participant (hereafter "TP(s)") and the company Detours Zürich Owner Fischer/ Detours Zürich (hereafter "DZ").

# 2. Conclusion of Booking

On the occasion of booking, TPs shall provide DZ with their contact details and payment information, including credit/debit card details, as required for the booking process. Through the booking, the TPs accept the present GTC as binding. DZ will not accept any non-binding reservations. The booking is concluded only after the payment is processed. The booking confirmation is sent to TPs electronically.

#### 3. Prices & Payment

All prices are quoted in Swiss francs (CHF) and include the applicable 8.1% value-added tax (VAT). DZ reserves the right to change prices at any time; however, any changes will not affect bookings already confirmed. The tour price is due at the time of booking, and DZ accepts only online payments.

# 4. Cancellation policy

Tours can be cancelled by TPs up to 48 hours before the tour start free of charge unless specified otherwise in the booking confirmation emails. In case of cancellation less than 48 hours before the tour start and in case of no-show, the full tour price per person is charged. The terms of cancellation as mentioned above also apply to bookings that are made less than 48 hours before the tour start. Cancellations by TPs must be made in writing via e-mail. Cancellations are binding upon acceptance by DZ via e-mail. DZ will acknowledge receipt of the cancellation request via email. If you do not receive an acknowledgement within 24 hours, please contact us by phone to ensure your cancellation has been received.

It is at DZ's free discretion to cancel a tour that is jeopardized, considerably hindered, or made impossible due to force majeure, meteorological hazard, official measures, political disturbances, strikes, demonstrations, roads, or similar unforeseeable events. In the event of cancellation by DZ, we will make reasonable efforts to offer TPs an alternative tour date or a full refund. Further compensation claims are excluded.

# 5. Changes in bookings by TPs

TPs may change the date and/or type of the tour free of charge, subject to availability. Changes in bookings must be made by TPs in writing via e-mail. Changes are binding only upon written acceptance by DZ, which will be provided within 48 hours of the request.



# 6. Changes in tour program by DZ

DZ reserves the right to change the tour program at any time, prematurely curtail the tour or offer alternative solutions in case of extraordinary circumstances or unforeseen events.

#### 7. Terms of participation

Tours are offered subject to the terms published by DZ (e.g. with regard to meeting point, language, sights visited, number of participants, etc.). TPs must make their own way at their own cost to the meeting (starting) point of the tour. TPs must identify themselves before the tour start by showing their booking confirmation. If the TP is not present in time at the meeting point for the start of the tour, DZ reserves the right to depart without the TP. In this case, the TP is neither entitled to a refund of the tour price nor may the TP claim any damages.

#### 8. Liability

TPs undertake all activities during the tour at their own risk. DZ does not assume any liability for accidents, thefts, or any other damage during the tours. By accepting the GTC, TPs release DZ and its partners, collaborators, and representatives from liability for any loss, damages, or accidents during the tour. TPs only participate in activities that are compatible with their physical condition, in particular their health and physical efficiency. TPs are in particular responsible for an adequate equipment (clothing, footwear, sun protection, etc.).

# 9. Amendments to these GTC

DZ may amend these GTC at any time. Such amendments are legally binding upon notice to the TPs or publication on <u>https://detours-zurich.ch</u>.

#### **10.** Deadline for the Assertion of Claims

TPs' claims towards DZ due to non-fulfillment or fulfillment not in accordance with the GTCs must be asserted within 21 days after the booked tour date in writing via e-mail with a detailed explanation of the claims. Claims received by DZ after expiry of this deadline cannot be accepted anymore, except if TPs prove that they were faultlessly prevented from meeting such deadline.

# 11. Applicable Law and Place of Jurisdiction

Swiss law shall apply to the legal relationship between the TP and DZ. For claims against DZ, the exclusive jurisdiction of the ordinary courts at the seat of DZ is agreed.