
General terms and conditions (GTC)

1. Scope

The following general terms and conditions apply to all of Kim Swiss Tour (hereinafter [KST]) organized and / or guided tours and settle any resulting legal relationship between the customer and [KST]. Below only the masculine form is called, however, the validity includes all genders.

2. Conclusion of Contract

2.1 Contract with [KST]

Upon confirmation of written, telephone or personal booking a tour or order a tour plan a contract between the customer and [KST] is concluded. To this contract these GTCs are applicable. At the latest with the payment or partial payment of the purchase price due, the customer accepts the contents of the GTC.

2.2 Conclusion of contract with third parties

The agreement concluded with [KST] contracts generally include only the consultation, planning and organization of tours and guide during the tour. Other performances by third parties (e.g. : events, activities, transportation, etc ...) are governed by the terms and conditions of the third party.

3. Prices and Payment

3.1. Currency

All rates are unless otherwise stated in Swiss francs (CHF).

3.2. Payment for Tours

After confirmation of the reservation is to be paid by the customer a 20% deposit of the total amount. This amount will not be refunded in case of a cancellation by customer. If otherwise agreed, the entire amount is not later than before the start of the Tour electronically or pay during the tour in cash.

3.3 Payment for Tour Plans

After confirmation of the purchase of the entire amount due must be paid within 30 days.

4. Cancellation of a tour booked by the customer

4.1 Form

The cancellation of a booked tour must be in writing.

4.2 Refund

The reimbursement by [KST] depends on the date of receipt of the cancellation and is regulated as follows:

- Up to 10 days before the tour: 80% of the whole amount
- 9 To 5 days prior to the tour: 50% of the whole amount
- 4 to 2 days (48 hours) before the tour: 20% of the whole amount
- From 48 hours before the start of the Tour: 0% of the whole amount

4.3 Non-appearance of the customer to Tour

If the customer does not show up or shows up too late to the agreed meeting place and time, no part of the tour fee can be refunded.

4.4 Early termination of the tour by the customer

If the tour is canceled prematurely by the client, no part of the tour fee can be refunded. [KST] recommends to issue a travel cancellation insurance.

5. Contract modifications

[KST] expressly reserves the right to change the tour program or individually agreed services before the

start date. [KST] informs the customer any contract changes as soon as possible with and based on their impact on the price. Does such a program change to a significant change in a material contractual point, the customer can either accept the contract modification or withdraw from the contract. The contract cancellation has on treaty change to be made in writing within five days of receipt of the notification, otherwise the contract modification shall be deemed approved. If the customer withdraws in said form from the contract, he is entitled to as quickly as possible refund of all amounts already paid.

6. Short-term program changes before and during a tour

[KST] reserves also in the interest of the customer to change planned program points a tour (for example, transport, transportation type, meals, activities, etc ...), if unforeseen circumstances require it. In particular, [KST] shall not be liable for changes in the tour, which shall not be responsible for force majeure, official measures, strikes, weather conditions or delay of third parties for whom [KST], are due. This applies to both of [KST] guided tours as well as of [KST] put together tour plans.

7. Cancellation of Tour

Do a tour be canceled for one to the customer justifiable reason, is entitled to the fastest possible repayment of the already paid amount. A claim for damages does not exist. Are parts of a tour due to weather conditions unacceptable, is not entitled to reimbursement. [KST] trying to offer an alternative if possible in such cases.

8. Interruption or early termination of a Tour

If a tour off or interrupted by the customer is not entitled to a refund.

9. Liability

Any liability for factual or personal damage of [KST] shall be excluded in the following cases:

- With omissions (s) by the Customer
- With omissions (s) or to pay an agreed performance by third parties
- To force majeure events

In particular, any liability for damage caused by third parties (eg transport companies, suppliers of activities, restaurants, specialized etc ...) caused to be rejected.

10. Procurement of third-party services

Conveys [KST] expressly in the name of third parties services, then existence and contents of such contracts set by the relevant statutory provisions and any conditions of the foreign contractor. For switching [KST] liable only for the proper placement, not as per agreement of performance in the mediated agreement itself.

11. Copyright

All handed out by [KST] Tour plans are copyrighted and may not be sold to third parties or shared with the public.

KIM SWISS TOUR