



General terms of contract and conditions of travel

As at: January 2019

Please read the following terms and conditions carefully. The terms of contract and conditions of travel form an integral part of your booking with Amazing Views Photo & Adventure Tours GmbH.

1. Contract

1.1 Applicability of the general terms of contract and conditions of travel

These general terms of contract and conditions of travel govern your legal relationship with AMAZING VIEWS PHOTO & ADVENTURE TOURS GMBH (hereinafter referred to as 'AMAZING VIEWS') for tour packages, photography courses and workshops arranged by AMAZING VIEWS or other services offered by AMAZING VIEWS in its own name.

Please note the special payment and cancellation conditions for photography workshops and courses (sections 2.7 and 3.4).

1.2 Sale of services

These general terms of contract and conditions of travel do not apply to the sale of services provided by third parties. The terms of contract and transport conditions of the service provider responsible or the respective operator will apply to such services. If your booking office sells you travel packages or individual services provided by other operators or service providers, the terms of contract and conditions of travel of these operators or service providers will apply. AMAZING VIEWS is not party to the contract in any of these cases and you do not have recourse to these terms and conditions.

1.3 Formation of contract

The creation of the contract between you and AMAZING VIEWS takes place at the point of unconditional confirmation of your registration or booking made in writing, by telephone, via www.amazingviews.ch, by email or in person with AMAZING VIEWS or your booking office. From this point onwards, the rights and obligations arising from this contract, together with the general terms of contract and conditions of travel, will be in effect for you and AMAZING VIEWS.

If you register additional persons, you are responsible for their obligations as well as your own, particularly with regard to payment for the services booked.

1.4 Content of the contract and special requests

The performance obligations of AMAZING VIEWS arise from the booking confirmation and the corresponding trip information.

Tour leaders and photographers mentioned by name do not form part of the contract. AMAZING VIEWS will conduct tours, workshops, etc., with a photographer from its pool of photographers. Participants are not entitled to demand that a specific photographer leads or conducts the tour, workshop, etc.

The itinerary details provided are subject to change due to external factors such as weather conditions. The photographer/tour leader will adjust the schedule as needed to ensure that participants have the best possible conditions for photography, etc.

Special requests only form part of this contract if they have been confirmed without reservation by AMAZING VIEWS or your booking office.

1.5 Trip information, website, etc.

The trip information, website and other promotional material are not binding and may change at any time. The details published at the time of booking will prevail.

2. Prices and payment conditions

2.1 Prices

Prices for our tour packages, workshops, etc., can be found in the trip information documents. Unless otherwise stated in the trip information, the prices of travel packages, workshops, etc., within Switzerland and abroad are given in Swiss francs per person sharing a double room. Prices for a single room are listed separately. For price changes, see section 4.

2.2 Deposit

A deposit of 30% of the package price is payable upon receipt of the booking confirmation unless otherwise stated in the quotation or in the trip information documents. Special conditions apply in the case of early booking or other discounts, as set out in the trip information. If the deposit is not received on time, AMAZING VIEWS may, following expiry of a reasonable grace period without payment being received, refuse performance and exercise its right to cancel as per section 3.3 et seq.

2.3 Final payment

Payment of the remaining tour price must be made no later than 70 days before departure. This does not apply to tours subject to special conditions. If the payment is not received on time, AMAZING VIEWS may, following expiry of a reasonable grace period without payment being received, refuse performance and exercise its right to cancel as per section 3.3 et seq.

2.4 Late booking

If you book your tour less than 71 days before departure, the entire invoice amount must be paid in full.

2.5 Booking fees

If you book less than 70 days in advance, additional arrangements may need to be made and you may be charged for any fees incurred. We draw your attention to the fact that you may incur additional advice and booking costs from your booking office.

2.6 Travel documents

Unless otherwise agreed, your travel documents will be provided following receipt of your payment of the entire invoice amount, approximately 7–14 days before departure.

2.7 Photography workshops and courses

Payment for photography workshops and courses is due within 10 days of receipt of the confirmation. In case of late registration (less than 11 days prior to the start), the entire amount must be paid upon booking.

2.8 Conditions of participation and obligations to cooperate

Conditions of participation apply to some tours, photography workshops and photography

courses. These conditions can be found in the respective trip information. By signing up for a tour, photography workshop or photography course, you confirm that you meet all the conditions for participation.

Depending on the tour type, photography workshop or photography course, you have certain obligations to cooperate. In particular, you must follow the instructions given by the tour leaders and photographer. Instructions regarding appropriate conduct may also be included in the travel documentation. In the case of group tours, participants are expected to join in with the group.

3. If you change your registration, your travel itinerary or cancel your tour/workshop

3.1 General conditions

If you wish to cancel a tour, photography course or workshop or wish to amend/transfer your booking, you must notify AMAZING VIEWS or your booking office by **registered letter**. Documents already received must be returned to AMAZING VIEWS or the booking office at the same time. Changes and transfers will be processed as a cancellation and a new registration. If the change or transfer incurs minimal costs, these costs will be invoiced in addition to the administration fee.

3.2 Administration fees

Until the start of the cancellation periods (see section 3.3), we will charge an administration fee of CHF 100 per person to cancel, amend or transfer your tour booking, up to a maximum of CHF 200 per order. After the start of the cancellation periods, the conditions set out in section 3.3 apply. In some cases, any cancellation insurance that you hold may not cover these administration fees.

3.3 Cancellation costs for photography tours and workshops with overnight stays

The following cancellation costs apply to cancellations, amendments and transfers less than 120 days before the departure date:

Cost as a percentage of the package price	
120–91 days before departure	30%
90–61 days before departure	50%
60–31 days before departure	80%
30–0 days before departure	100%

Cancellations and changes to bookings are only valid if we are notified **in writing by registered letter**. The cancellation or amendment date that applies will be the date of receipt of your written notice by AMAZING VIEWS or your booking office; receipt will be considered to take place on the next working day following Saturdays, Sundays and public holidays.

Exceptions:

Other cancellation conditions may apply in the case of special trips or packages with special rates, e.g. for trips over Christmas/New Year or on scheduled flights; these conditions can be found in



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the relevant trip documentation (e.g. online, quotation, etc.).

3.4 Administration fees and cancellation costs for photography workshops and courses without overnight stays

Until the start of the cancellation periods (see below), we will charge an administration fee of CHF 50 per person to cancel, amend or transfer your photography workshop or course, up to a maximum of CHF 100 per order. After the start of the cancellation periods, the following cancellation conditions apply:

28–22 days before departure	20%
21–14 days before departure	50%
13–7 days before departure	70%
6–0 days before departure	100%
No show	100%

The cancellation costs will be calculated based on the time of receipt of your notification by AMAZING VIEWS (see section 3.3).

4. Itinerary and price changes

4.1 Changes prior to formation of contract

AMAZING VIEWS reserves the right to change the trip information, service descriptions and prices before you make your booking. In such cases, AMAZING VIEWS will notify you prior to formation of the contract.

4.2 Price changes after formation of contract

In exceptional cases, it may be necessary to increase the agreed price. Price increases may occur as the result of:

- Changes in rates charged by transport companies (including fuel surcharges)
- Newly introduced or increased fees and taxes
- Changes in exchange rates
- Government-mandated price increases (VAT)

If the costs of these services increase, they may be passed on to you. AMAZING VIEWS will notify you three weeks before the start of your trip at the latest. If the price increases by more than 10% of the original agreed package price, you may exercise the rights set out in section 4.4.

4.3 Itinerary and/or

transport changes before the start of your trip

AMAZING VIEWS also reserves the right, in your interests, to change the itinerary or individual agreed services (such as accommodation, transport or airlines) if unforeseen or unavoidable circumstances make it necessary to do so. AMAZING VIEWS will make every effort to provide you with equivalent substitute services. AMAZING VIEWS will notify you as soon as possible about any such changes and the effect that these changes will have on the price.

AMAZING VIEWS reserves the right to replace a photographer or tour leader specified by name with another photographer or tour leader from the AMAZING VIEWS pool. Such a change does not constitute a substantial change to the contract within the meaning of section 4.4.

4.4 Your rights in case of price increases and itinerary changes

If a change in the itinerary or a change to a significant provision of the contract results in a substantial change to the contract, or if the price increases by more than 10% of the original package price, you have right to withdraw from the contract within five days of receipt of our

notification. The amount that you have already paid will be refunded to you without delay. Further claims are excluded. By not contacting us in writing within this period, the customer agrees to the itinerary and/or price change.

5. Trip cancellation due to...

5.1 Reasons for which you are accountable

AMAZING VIEWS is entitled to cancel a trip if it has reason to do so due to your action or failure to act. A refund will be given for any services not received by the guest provided that AMAZING VIEWS is not charged for the costs. Further claims are expressly excluded. Cancellation costs as per section 3.2 et seq. and any other claims for damages remain reserved.

5.2 Minimum participant numbers

A minimum number of participants applies for all group tours offered by AMAZING VIEWS. You will find these numbers in the trip information. If the set minimum number of participants is not reached, AMAZING VIEWS may cancel the trip no later than three weeks before the scheduled start date.

5.3 Force majeure, strikes

In case of force majeure, political unrest, strikes, disasters, etc., AMAZING VIEWS may cancel trips at short notice for safety reasons.

5.4 Other reasons

AMAZING VIEWS is entitled to cancel a trip or event for other reasons. In this situation, we will notify you as soon as possible.

6. Itinerary changes, disruption during the trip

AMAZING VIEWS reserves the right to adjust and reorder the itinerary based on external circumstances. In case of such a decision, the safety of participants and optimum conditions for photography are our priority.

Should changes need to be made to the services during the trip (e.g. due to weather events), AMAZING VIEWS will make every effort to provide an equivalent substitute service. If this is not possible or if the substitute performance does not correspond to the contractual agreement and a significant proportion of the agreed services are affected, AMAZING VIEWS will reimburse you for any difference between the price of the original agreed services and the services actually provided, insofar as the services actually provided are objectively of a lower value. If the remedy (substitute performance) will lead to excessive costs or disproportionate effort for AMAZING VIEWS, or if the performance failure, etc., is caused by force majeure, AMAZING VIEWS may refuse to remedy the failure. Any additional costs will be borne by the traveller.

7. You do not join the tour but do not cancel it

If you leave the tour early for any reason, the price of the travel package cannot be reimbursed. You will receive a refund for any services that you have not received provided that AMAZING VIEWS is not charged for them. Any costs for return travel, etc., will be at your own expense.

8. If you have a complaint

8.1 Seeking redress and making a complaint

If the trip does not fulfil the contractual agreement or if you suffer any damage, you are entitled and obliged to immediately raise an objection with the AMAZING VIEWS tour leaders or the service

provider regarding this deficiency or damage and request that this is remedied free of charge.

8.2 Remedies

AMAZING VIEWS tour leaders or the service provider will endeavour to provide a remedy within a reasonable period of time during the tour. If no remedy is provided during this time or if remedial action is not possible or is insufficient, you must obtain written confirmation of the deficiencies reported or the damage and the fact that this has not been remedied from the tour leader or service provider. The tour leaders or the service provider are obliged to establish the facts and your complaints; however, they are not permitted to accept any claims for damages. If taking remedial action would involve excessive costs or disproportionate effort, AMAZING VIEWS may refuse to do so. Any additional costs will be borne by the traveller. AMAZING VIEWS may also refuse to take remedial action in case of force majeure events and any additional costs must be borne by participants.

Any loss or damage to luggage must be reported to the transport company immediately.

8.3 Asserting claims against AMAZING VIEWS

Should you wish to assert claims for deficiencies, refunds or damages, etc., against AMAZING VIEWS, you must submit your complaint to AMAZING VIEWS in writing within 30 days of the contractual end of the tour. You should include any evidence with your complaint.

8.4 Forfeiture of your rights and limitation period

If you do not complain about a deficiency or damage, etc., during the trip and request a remedy, and/or if you do not assert your claim against AMAZING VIEWS in writing within 30 days of the contractual end of the tour, you will lose and forfeit all rights in relation to AMAZING VIEWS. All rights lapse one year after the contractual end of the tour. Mandatory legal requirements remain reserved.

9. Liability of AMAZING VIEWS

9.1 General conditions

AMAZING VIEWS shall reimburse you for the value of services that are agreed but not provided or provided to a poor standard or for your additional costs insofar as the AMAZING VIEWS tour leaders or the service provider were unable to provide an equivalent substitute service at the time and place in question; section 8.2 also applies (for the amount of the claims, see section 9.2.4).

9.2 Limitation of liability, exclusion of liability

9.2.1 International agreements

If international agreements or applicable national legislation contain provisions limiting or excluding compensation for damages resulting from non-performance or improper performance, AMAZING VIEWS may rely upon these provisions and will accept liability only within the scope of these agreements and laws. International agreements with limitations of liability or exclusions of liability exist with regard to transport in particular (air transport, boat travel, etc.).

9.2.2 Exclusion of liability

AMAZING VIEWS will not be held liable if the non-fulfilment or improper fulfilment of the contract is the result of

- Acts or omissions on your part before or during the trip



- b) Unforeseeable or unavoidable failures of a third party not involved in providing the contractually agreed performance
- c) Force majeure or another event that AMAZING VIEWS, the agent or the service provider could not predict or prevent

In these cases, the liability for damages of AMAZING VIEWS is excluded.

9.2.3 Personal injury, accidents and illness

AMAZING VIEWS will accept liability for personal injury, death, bodily injury and illness during the tour where this is the result of non-fulfilment or improper fulfilment of the contract and insofar as AMAZING VIEWS or its service providers are responsible for the damage caused. International agreements also apply; see section 9.2.1.

9.2.4 Property damage and financial losses

In case of property damage and financial losses arising as a result of non-fulfilment or improper fulfilment of the contract, the liability of AMAZING VIEWS is limited to a maximum of twice the package price per person, unless the damage was caused deliberately or due to gross negligence;

lower liability limits and exclusions of liability set out in international agreements also apply (section 9.2.1).

9.2.5 Valuables, cash, jewellery, credit cards, etc.

We expressly inform you that you are responsible for the safekeeping of valuables, cash, jewellery, credit cards, photographic equipment, video equipment and communication devices, etc. When staying in hotels, valuables must be stored in the safe. Under no circumstances should you leave such items in a vehicle that is left unattended or guarded only by a driver during transfers or excursions, or otherwise leave such items unattended. We accept no liability for theft, loss, damage or misuse of misappropriated cheques and credit cards, the theft of cash, etc.

9.2.6 Exclusion of liability for safaris

Accommodation in wildlife reserves is not usually fenced in and animals can roam freely. All travellers are aware of the danger and you visit these areas at your own risk. You will normally receive a form to sign upon arrival in certain safari areas. This form releases the management of the safari company from any liability in the case of accidents involving cars or animals. By signing, you confirm that you, your relatives and your heirs waive all claims for damages. Likewise, no claims for damages may be asserted against AMAZING VIEWS. We therefore strongly recommend that you take out appropriate travel insurance.

9.2.7 Events and excursions during

the tour

You may sometimes have the option to book local events or excursions outside of the agreed tour itinerary. It cannot be ruled out that risks may be associated with such events and excursions. You are responsible for deciding whether to take part in such events and excursions at your own risk. For this reason, AMAZING VIEWS cannot accept liability for excursions and events that you book directly at your holiday destination. The general terms of contract and conditions of travel apply in the case of excursions organised by AMAZING VIEWS.

10. Travel guarantee

As a tour operator, AMAZING VIEWS is a member of Swiss Travel Security (STS). The amounts you pay in connection with your package tour are protected by Swiss Travel Security (STS) as per the Federal Act on Package Travel of 18 June 1993.

11. Entry, visa and health requirements

11.1 The trip information documents in relation to your booking provide information on passport and entry requirements. This information generally applies to Swiss citizens. Citizens of other countries should specify their nationality when booking so that AMAZING VIEWS or the booking office can provide you with information on the relevant requirements.

11.2 If travel documents need to be issued or renewed or visas need to be obtained, you are responsible for this. If a travel document cannot be obtained or is issued too late and you have to cancel the trip, the cancellation conditions apply.

11.3 Travellers are themselves responsible for complying with entry, health, customs and foreign exchange regulations. You must check that you have all of the necessary documents with you before departure.

11.4 We strongly recommend that travellers seek the advice of an institute for tropical diseases or their GP regarding vaccinations, health regulations and preventative health care.

11.5 AMAZING VIEWS draws your attention to the fact that you will be required to cover all return travel costs in case of refusal of entry. Likewise, AMAZING VIEWS expressly draws your attention to the legal consequences of importing prohibited items.

11.6 Data protection

Protecting your privacy and your personal data is very important to AMAZING VIEWS. Our data protection policies comply with the applicable data protection regulations. The personal data that you share with us will be electronically processed and used insofar as it is needed for the fulfilment of the contract or to provide optimal customer service. You acknowledge that your data may be passed on to our partners abroad (particularly in your travel destination) for these purposes and/or for processing. Furthermore, AMAZING VIEWS may inform you of offers and information that may be of interest to you personally. If you no longer wish to receive such information, you can notify us at any time.

12. Insurance

12.1 Cancellation insurance

Cancellation cover is not included in our packages. Cancellation insurance is mandatory for travel packages. The services are in accordance with the respective insurance policy.

12.2 Additional insurance

The liability of the tour operator, transport company and airline is limited. Our tours also sometimes visit remote regions. In case of emergency, the hospital and rescue costs, etc., incurred may be very high. AMAZING VIEWS therefore recommends that you take out additional travel insurance for accident and illness as well as to cover your luggage and photographic equipment. Insurance for return travel costs, covering emergency evacuation from a safari area or another remote region, a local hospital stay and the cost of travel back to Switzerland, must be taken out for all of our tours.

13. Ombudsman

Prior to commencing any legal dispute, you should contact the independent ombudsman of the Swiss travel industry. The ombudsman aims to reach a fair, balanced agreement regarding all kinds of problems. Ombudsman of the Swiss Travel Industry, Etzelstrasse 42, PO Box, 8038 Zurich, www.ombudsman-touristik.ch

14. Applicable law and place of jurisdiction

Your legal relationship with AMAZING VIEWS is governed exclusively by Swiss law. The sole place of jurisdiction is Baar.

Organisation and execution

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