

## General Terms and Conditions of Contract of Travel (GTCT)

### 1. Scope of Application

These GTCT apply to all bookings made through channels managed by Travel Hub Sagl, insofar as such bookings concern:

- Package tours as defined in Article 1 of the Federal Act of June 18, 1993, on Package Travel (FA 944.3);
- Day trips or excursions, consisting solely of transportation and a supplementary service provided by Travel Hub Sagl or third parties, which do not fall under the definition of package travel.

### 2. Definitions: Tour Operator, Vendor, Consumer

- **Tour Operator:** The entity that organizes package tours by combining the elements listed in Article 1 of the Federal Act of June 18, 1993, on Package Travel.
- **Vendor:** Any entity offering package tours created by the tour operator.
- **Consumer:** (a) Any person booking or intending to book a package tour; (b) anyone for whom a package tour is booked; or (c) any person to whom the package tour is transferred in accordance with Article 17 of the aforementioned law.

If a customer individually books separate travel services (e.g., flights, accommodations, rental cars) or a package from a provider other than Travel Hub Sagl, Travel Hub Sagl acts solely as an intermediary and cannot be held liable for the proper performance of those third-party services.

For bookings of individual services, the General Terms and Conditions for Single Travel Services (GTCS) shall apply.

### 3. Contract Formation

When a customer books a package tour through any channel managed by Travel Hub Sagl, either based on a published catalog or as a tailor-made solution, such action constitutes a proposal to enter into a contract.

Where applicable, the **Booking Form** must be duly completed to constitute a binding commitment.

The contract is finalized upon receipt of the Booking Form, or, if not applicable, upon confirmation from the tour operator (including via electronic systems). The operator will provide any necessary pre-departure information not included in the contractual documentation or promotional material.

If the confirmation differs from the original proposal, it shall be treated as a new offer valid for **seven business days**. Acceptance within this time frame, including payment, constitutes contract conclusion under the revised terms.

The finalized proposal, these GTCT, and all related information form the binding agreement between the customer and the tour operator.

## 4. Pricing

Tour prices are outlined in the catalog or custom itinerary, and may be adjusted up to two weeks before departure only due to:

- Transportation cost changes, including fuel surcharges;
- Taxes and fees applicable to certain travel services (e.g., landing fees, embarkation/disembarkation charges);
- Currency exchange rate fluctuations.

Travel Hub Sagl may apply a service fee, which will be disclosed before payment confirmation.

## 5. Payment Terms

A deposit of up to **50%** is required at booking or upon formal request. The balance is due by the deadline stated in the relevant documentation. Tickets (air, rail, etc.) must be paid in full at the time of issuance.

Failure to make payments by the due dates may result in automatic contract termination.

## 6. Material Changes and Penalties

If the operator or intermediary must substantially modify the contract before departure, the customer will be informed immediately, including any price adjustment.

A price increase is considered substantial if it exceeds **10%**.

The customer may either accept the change or withdraw without penalty. Written notice of withdrawal must be provided within 7 business days of the change notification.

Upon withdrawal due to a material change, the customer is entitled to one of the following:

- An equivalent or superior package, if available;
- A lower-quality package plus a refund of the difference;
- A full refund of all amounts paid.

Withdrawals outside these specific cases or customer-requested modifications incur an **administrative fee** of CHF 60 per person (maximum CHF 120 per booking), non-refundable even if cancellation insurance is purchased.

## 7. Cancellation Protection

### 7.1 Insurance Subscription

Cancellation insurance is strongly recommended unless the customer already has adequate coverage. The premium is additional to the package cost.

## 7.2 Coverage

In case of cancellation, the insurance premium remains non-refundable. Travel assistance insurance is not included by default but can be purchased separately.

## 8. Transfer of Booking

The customer may transfer the booking to a person meeting all required conditions by notifying the operator or vendor **at least 7 business days prior to departure**.

Both the original customer and the transferee remain jointly liable for payment and any applicable transfer fees.

## 9. Health and Travel Documentation

Customers will be informed of general health and documentation requirements. Foreign nationals must consult their respective embassies or government sources.

It is the customer's responsibility to verify and comply with these requirements. Travel Hub Sagl assumes no liability for denied boarding due to documentation issues.

## 10. Complaints

Any issue must be reported **immediately** during travel to the tour leader or local representative. Failure to report may reduce or void claims.

A written complaint must be submitted within **10 days of return**, with proof of delivery.

## 11. Liability

**11.1** The operator is liable for damages due to failure or improper performance, whether caused directly or by third-party suppliers.

**11.2** The operator is not liable for failures caused by:

- The customer's own actions;
- Unforeseeable third-party events;
- Force majeure (e.g., strikes, weather, war, terrorism, civil unrest).

No refunds will be issued for services not used due to such causes.

**11.3** Vendors are liable only in their capacity as intermediaries.

**11.4** The operator is not liable for intermediary failures.

**11.5** Excursions or services purchased locally fall outside this contract, and Travel Hub Sagl assumes no liability for them.

**11.6** For land services purchased alone, the operator is not liable for missed services due to independently purchased transportation issues.

**11.7** Third-party transport services are governed by the provider's terms and conditions.

**11.8** Except in cases of personal injury, damages are limited to **twice the package price**.

### **12. Right to Amend**

All content, links, and communications may be amended at any time without prior notice.

### **13. Travel Descriptions**

Descriptions of accommodations and services are subject to change and personal interpretation. Travel Hub Sagl is not liable for discrepancies due to construction, environmental factors, or third-party operations beyond its control.

### **14. Modification of GTCT**

Travel Hub Sagl reserves the right to amend these terms at any time without notice.

### **15. Validity of the GTCT**

If any clause is deemed invalid, the remaining provisions shall remain in force. The invalid clause shall be replaced by one with equivalent commercial intent.

### **16. Website Use**

Travel Hub Sagl does not guarantee the completeness, accuracy, or virus-free nature of its website content and services. Unauthorized access or testing is strictly prohibited.

### **17. Copyright**

All online content is protected. Reproduction or commercial use without prior written consent is strictly prohibited.

### **18. Use of Email**

Emails are sent over public networks and may be intercepted. Travel Hub Sagl accepts no liability for any damage or delays resulting from email use.

### **19. Data Protection**

Personal data is processed solely in accordance with Swiss data protection laws and exclusively for contractual purposes.

## 20. Applicable Law and Jurisdiction

All contractual matters are governed by **Swiss law**.

## 21. Contact Information

- Phone: +41 76 483 36 96
- Email: [info@travel-hub.biz](mailto:info@travel-hub.biz)

## General Terms and Conditions for the Sale of Individual Travel Services (GTCS)

These contracts are subject to the applicable international conventions and the following clauses of the General Conditions of Travel and Contract (GCTC) listed above: Art. 5; Art. 7; Art. 9; Art. 10.

The application of these clauses does not, under any circumstances, imply that the related services constitute a package tour. The terminology used in the cited clauses referring to package tours (organizer, trip, etc.) must therefore be interpreted in relation to the corresponding roles in the sale of individual travel services (vendor, stay, etc.).

In cases where the client books individual travel services (e.g., flight, hotel, rental car, etc.) or multiple individual services and assembles the trip independently, the selling agency acts solely as an intermediary for services provided by third parties. As such, it cannot, under any circumstances, be held responsible for the proper execution of the services in question.