

General Terms and Conditions of Trade of the Travel Agents' Association of Lucerne (VRL)

Thank you very much for the trust and interest you have shown in us. Please read the following general terms and conditions of trade (hereinafter referred to as GTCT) carefully www.guidelucerne.ch.

1. Area of Application

1.1. These general terms and conditions of trade (GTCT) govern the contractual relationship between customers (e.g. tour operators, event operators, organisers of association trips etc. and in particular private individuals) and VRL members as agents for the services to be provided such as guide services, conducting tour parties etc. VRL members' offer is aimed, among others, at private individuals, companies, organisations and schools. In this regard they take into consideration the interests and requirements of the customer in terms of the travel programme and timing.

1.2. The German version of these terms and conditions shall prevail.

2. Contractual basis

2.1 VRL members may book the services of third parties through a personal meeting or on the basis of an inquiry. VRL members can also offer trips at their own responsibility.

2.2. VRL members work with professional partners, who guarantee individually-composed travel packages or supplementary services.

3. Conclusion of the Contract

3.1 The contract comes into being upon acceptance of a booking by the customer verbally by phone, written (letter, e-mail, fax or electronically (online) and will be confirmed via written confirmation of order.

3.2 The order confirmation mentioned in point 3.1 above contains information on:

- a. The nature of the order, place, date, time and duration of the event.
- b. Contact details of the trip organisers and/or the city guide (VRL member).
- c. Agreed price (fee) and any additional expenses.

3.3. The customer must notify of any changes in the size of the group, meeting place and duration of the tour in comparison to that stated on the order confirmation received, as per point 3.2 above, at the latest one week before the agreed date.

3.4. The agent shall wait at the agreed meeting place for 30 minutes. If the customer or guests are late, there can be no demand for an extension of the agreed guide services or of the agreed event, or for any reduction in price.

4. Remuneration and Methods of Payment

4.1. The fee types on the price list are applicable. The price list is on the website.

4.2. Unless agreed otherwise, the fee types mentioned in point 4.1 above are valid for groups of up to a maximum of 25 people. Larger groups will require additional tour guides, for whom further fees shall be payable, in accordance with point 4.1.

4.3 As a general rule, orders (guided city tours or bookings of tour guides etc.) are payable in advance upon receipt of the invoice. It is possible to pay by cash, for reservations made at short notice.

4.4. Additional payments or overheads e.g. train tickets, taxi costs and additional meal allowance etc. are not included in the fees. Any relevant additional costs must be reimbursed by the customer.

4.5. The payment period is 10 days from the date of invoice. In the event of late or outstanding payment by the customer, the agent (VRL member) is entitled to deny the service agreed upon in the contract and withdraw from said contract.

4.6 Prices in Euros are normally based on the current exchange rate (on day of payment). Transfers from abroad can be made in Swiss Francs or Euros. Bank transfer costs must be borne by the customer

5. Cancellation Policy

5.1. Rescission / cancellation by the customer must always be communicated to the agent (VRL member) in writing. Cancellations may also be made by SMS, WhatsApp or similar means of communication, as well as verbally by telephone. The customer, however, is responsible for proof of cancellation. From the stance of the tour guide, a cancellation is only valid when it has been expressly confirmed by the tour guide in writing by letter or e-mail.

a. Cancellation or rescission after the order has been placed entails the following costs for the customer:

b. Free cancellation: up to 5 days before the beginning of the guide service.

c. 50% of the agreed fee: in cases of cancellation less than 5 days beforehand.

d. 100% of the agreed fee: up to 24 hours before the beginning of the guide service and failure to cancel, i.e. if the event does not take place or without prior notification of the agent.

6. Agent's Inability to Fulfil the Order

If the agent is unable to fulfil the order within the agreed period, he or she is obliged to provide an equivalent substitute. The agreed services must be rendered as per the order.

7. Final Provisions

7.1. Liability

Insurance is to be arranged by the participant.

7.2. Jurisdiction

The contractual relationship is subject to Swiss law.

These General Terms and Conditions of Trade (GTCT) come into effect on 01.05.2017.

Lucerne, May 2017