



## General Terms and Conditions for Bern Tourismus AG City Tours

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### Bern Tourismus

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### 1. Applicability

These General Terms and Conditions (hereinafter referred to as "GTC City Tours") govern the contractual relationship between you (hereinafter referred to as "you" or "customer") and Bern Tourismus AG, Amthausgasse 4, 3011 Bern (hereinafter referred to as "Bern Tourismus") for the city tours offered by Bern Tourismus.

### 2. Conclusion of a contract

The contract comes into effect with Bern Tourismus' acceptance of your booking in written form (letter, e-mail, internet) or via the telephone.

### 3. Terms of payment

Unless otherwise specified and agreed in individual cases, Bern Tourismus accepts payment with selected debit and credit cards, by invoice, or in cash on site. For payment of bookings made via the website, selected credit cards are accepted. If you choose payment by invoice, the payment must be completed prior to the booked city tour or the tour must be paid on site.

The prices are in Swiss Francs and include the legal value added tax (VAT) as well as other possible statutory charges.

### 4. Cancellations, booking changes, delays, and nonappearance of the customer

#### Cancellation

If a booking is cancelled, the following cancellation fees are charged:

- Up to 48 hours before the beginning of the city tour: free of charge
- Later cancellation (less than 48 hours before the beginning of the city tour): full amount is charged

#### Booking changes

If one person from the group is unable to attend, a substitute can be named who will participate in the booked tour under the same conditions.

In case of short-term changes in the booking of a group (less than 48 hours before the city tour), an surcharge of CHF 50.00 must be paid.

#### Delays

If a group is delayed: The tour guide will wait for 30 minutes. When the 30 minutes are over, the group is considered not to have arrived and the fee will be charged. These costs may vary depending on the duration of the city tour.

If a single participant is delayed: Bern Tourismus will make every effort to ensure that late participation in the city tour is still possible. However, there is no guarantee. Delays are generally considered nonappearances and the fees will be charged.

#### Nonappearance

If the participants do not show up, 100% of the fee will be charged.

## **5. Programme changes and cancellations by Bern Tourismus**

If a city tour cannot be realized as planned, Bern Tourismus will endeavour to find an equivalent replacement or another suitable solution. Any discrepancy between an advertised service and the one actually provided is reimbursed/refunded, provided that Bern Tourismus is at fault.

Bern Tourismus can cancel a booked service in the event of force majeure, official measures, technical defects, etc. If a city tour is cancelled by Bern Tourismus prior to its realization, the previously paid fee will be refunded.

## **6. Complaints**

If the booked city tour does not correspond to the contractual agreement, you are entitled and obligated to immediately voice a complaint about the shortcoming to the tour guide in question. If no suitable solution can be found on site and the shortcoming you claim is therefore not or only insufficiently remedied, a corresponding written complaint must be submitted to Bern Tourismus until at the latest 30 days after the city tour. If you fail to voice your complaint on site or observe the deadline for submitting a written complaint to Bern Tourismus, your claims will automatically expire.

## **7. Liability**

Participation in city tours at your own risk. The liability of Bern Tourismus is excluded to the extent permitted by the law.

## **8. Applicable law and place of jurisdiction**

The contractual relationship between you and Bern Tourismus is subject to Swiss law, excluding international civil law/conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of jurisdiction is Bern.

Bern, January 29<sup>th</sup>, 2021