

## **General Terms and Conditions of Contract of DERTOUR Suisse AG for the Arrangement of Travel Services**

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These General Terms and Conditions of Contract (hereinafter referred to as "GTC") govern the arrangement of travel services (package tours, individual services for tourist or business purposes) of a third-party company (tour operator, provider, service provider, airline, hotel, etc.) via the websites, apps and travel agencies of DERTOUR Suisse AG, Herostrasse 12, 8048 Zurich (hereinafter referred to as "DTCH" or "Agent") and its sales brands: lastminute.ch, Kuoni, Kuoni Cruises, Kuoni Sports, Helvetic Tours, Hotelplan, Migros Ferien, Kontiki, Manta Reisen, Dorado Latin Tours, Asia 365, Cotravel, Pink Cloud, Private Safaris, MICExperts, bta first travel, btaMICE, Travelhouse, tourisme pour tous, vtours suisse. The GTC are an integral part of the agency agreement between the customer and DTCH (as agent). These provisions do not apply if a customer books DTCH's own products or travel services (package tours, individual services for tourist or business purposes, etc.) from DTCH's above-mentioned sales brands. In this case, DTCH does not act as an agency, but rather as a tour operator or contracting party and DTCH's General Terms and Conditions of Travel and Contract (GTCTC) or individual travel agreements apply.

If, for the sake of simplicity, only the "customer" is mentioned below, this also covers "customers" in the plural.

### **1. Arrangement of travel services**

#### **1.1. Order**

DTCH arranges travel arrangements from other tour operators, individual services for tourism or business purposes, such as airline tickets, hotels, rental cars and other tourist services from third-party companies. An order within the meaning of Art. 394 et seq. OR (Swiss Code of Obligations) is concluded between the agent (DTCH) and the customer. The rights and obligations of the contracting parties are determined by these GTC as well as by the statutory provisions.

#### **1.2 Conclusion of contract**

Upon submitting an offer in person, by telephone or in writing, namely upon completion of the booking process in the travel agency or the entry of the required data in booking systems, in the online booking form and completion of the booking, in particular by sending the booking form, the customer places an agency order, i.e. they instruct DTCH to forward a legally binding offer to the provider of the service for the conclusion of a travel contract (package tour or other individual services such as a flight or hotel). DTCH reserves the right to reject the agency agreement. In this case, the customer will be informed immediately. If DTCH accepts the arrangement order, the offer will be forwarded to the provider of the travel services. The provider of the travel service alone decides on the acceptance of the customer's booking and any special requests.

By booking the travel service (package tour or individual service), the customer accepts the general travel and contract conditions of the respective tour operator (provider) including its cancellation conditions. The terms and conditions of the respective service provider or tour operator become an integral part of the travel contract between the provider and the customer.

### 1.3. Contracting parties

In the case of an arrangement of travel services in accordance with Section 1.1., the customer concludes the travel contract exclusively and directly with the respective tour operator or service provider (e.g. hotel, rental car provider, airline). In the case of mere arrangement (in accordance with Section 1.1.), DTCH is not a party to the contract of the customer for the arranged travel services and therefore assumes no liability for the services to be provided by the third parties.

### 1.4. Booking process

By booking in the travel agency, in the booking systems or by sending the booking electronically, the customer submits a binding offer to conclude a travel contract with the tour operator or contractual partner and commissions the agent (DTCH) to forward the offer. In the case of an online booking, the customer will be sent confirmation of receipt of their booking with the booking data to the email address provided, confirming that the offer has been forwarded to the respective provider in a technically correct manner or has been received directly by it. The aforementioned confirmation of receipt is not an acceptance of the travel contract by the provider and is therefore not identical with the booking/travel confirmation, which documents the actual conclusion of the travel contract.

After the booking order has been submitted, the customer is bound by their contractual offer in accordance with the contractual provisions of the provider. The respective provider declares either the acceptance or rejection of the offer. With an offer rejection, the provider can send the customer a new contract offer, which the customer can accept within a certain period of time. A travel contract or contract for individual services is only concluded when a booking/travel confirmation is sent by the provider or by the customer's acceptance of the new offer submitted by the respective provider.

The customer is advised to save or print out all the contractual provisions that are valid for the booking. This is in the event that contractual provisions change in the meantime. DTCH does not store the old version of the tour operator's (provider's) terms and conditions.

## 2. Performance of DTCH

### 2.1. Scope of performance

The scope of performance is limited to the proper, prudent arrangement of tourist and business travel services, but not the arranged service itself. These GTC exclusively govern the contractual relationship of the agency agreement concluded between DTCH and the customer. For the

purposes of the applicability of these GTC, DTCH is a (travel) agent, not a tour operator or provider of travel services.

## 2.2. Booking at a travel agency

If the customer books a travel service of a third-party company (tour operator, provider) in a DTCH travel agency, the service also includes (in addition to Section 2.1.) consultancy on the products of third-party companies.

## 3. Customer's obligations to cooperate

### 3.1 Booking and personal details

The customer must provide the correct personal details of the travellers (first name, surname, date of birth) at the time of booking, in accordance with the identity document (passport/ID). Upon receipt of the booking confirmation and travel documents, the customer must check the personal details against the identity document to ensure these are correct. In the event of discrepancies between the booked and the confirmed travel service, the customer must notify the agent immediately. DTCH points out that, if the names on the travel documents do not match the identity documents (passport/ID), travellers (customers) could be excluded from the services by airlines and other service providers or they could be denied entry into the destination country. DTCH assumes no liability whatsoever if delays, inconveniences or even the cancellation of travel services occur due to discrepancies.

The customer must immediately check the documents transmitted to them (e.g. invoice, travel confirmation, travel documents) for correctness and completeness, in particular for compliance with the booking, and inform DTCH immediately in writing in the event of discrepancies.

### 3.2 Entry and health requirements

The customer is themselves responsible for complying with the entry and health requirements:

- The customer is responsible for complying with the relevant entry requirements (in particular regarding the validity of the passport, obtaining visas, vaccinations). DTCH will provide the desired information on request or can assist with obtaining visas, for example. It is expressly pointed out that a subsequent change of entry and health regulations is possible at any time. The customer must keep up to date with information in the media and websites of the competent authority in order to find out about any changes at an early stage.
- Information and advice on the website or from the travel agency (booking office) on passport, visa, foreign exchange or health regulations for the destination apply exclusively to customers with Swiss citizenship. In the case of a different nationality, the customer must obtain information directly from the relevant embassy or consulate.

- DTCH gives no assurance or guarantee as to the accuracy, completeness or timeliness of the aforementioned information, as it is subject to change at any time and is based on information provided by authorities and tour operators. Liability is excluded to the extent permitted by law.

#### **4. Price**

##### **4.1. Pricing**

The price of the arranged service (travel price) is determined on the basis of the published prices of the providers (e.g. internet, travel brochures, etc.) as well as any offer or confirmation. DTCH may charge additional fees, e.g. a service fee (in accordance with Clause 7 below). Unless otherwise stated, the prices are per person, in Swiss francs, including VAT. Any additional travel costs or local fees (e.g. visa fees and tourism taxes) remain reserved.

##### **4.2. Terms of payment**

The terms of payment will be communicated to the customer at the time of booking and on the confirmation. The customer can find out whether and to what extent a deposit is required and when it is due in the terms and conditions of the respective provider of the travel service. Only the payment methods offered in the booking process apply.

In the case of package tours, the deposits to the providers are protected by the statutory customer money protection of the respective providers. As an agent, DTCH is not liable for customer money.

#### **5. Travel documents**

All travel documents will be sent to the customer by post and/or email after conclusion of the contract and full payment of the travel price.

#### **6. Rebooking/cancellation and termination by the customer**

If the customer wishes to make a change or cancel after booking, they must inform the respective provider or DTCH in writing, e.g. by email. DTCH may charge a service or processing fee for forwarding this to the respective provider. The modalities and possible costs of rebookings (changes), cancellations and termination of the (travel) contract are based on the contractual provisions of the respective providers of the travel service. The customer must assert any claims directly against the third-party company.

#### **7. Service fee/ commission**

DTCH may charge a service fee for consultation, preparation of an offer or a booking. The agent (DTCH) is due the usual commission revenue of the service providers.

**8. Use of the website**

The customer uses DTCH's websites exclusively for personal use. In particular, the customer is prohibited from using the software, information and products or services provided on or through the websites for commercial purposes.

DTCH provides the customer with links (hyperlinks) to third-party websites merely as a reference and is not liable for their content. These are neither controlled nor approved by DTCH.

**9. Insurance**

DTCH recommends that you take out travel insurance, in particular with cover for cancellation costs (cancellation insurance) and/or replacement insurance, for repatriation costs in the event of accident, illness or death and luggage insurance.

**10. Liability and limitation of liability**

DTCH is not liable for the conclusion of the contract with the arranged contractual partner or the tour operator. Likewise, DTCH assumes no liability for any defects in the arranged travel services or for personal injury and property damage that may arise in connection with the arranged travel. Any possible liability of DTCH is limited to the breach of duty under the agency agreement and is limited to the extent permitted by law: DTCH is only liable for damages caused by intentional or grossly negligent action. The above limitation of liability does not apply in the event of injury to life, limb and health.

DTCH's liability for any booking errors caused by DTCH is not limited by the above disclaimer.

**11. Data protection**

We process the personal data you provide to us in accordance with applicable data protection law. Further information on the handling of your personal data can be found in our [privacy policy](#). If you provide your email address when booking your trip, we will use it to inform you about our travel offers. If you do not wish to receive information, you can object to this use at any time free of charge. We will also point this out to you again every time we use your email address for this purpose. Alternatively, you can object to the receipt of advertising emails at the time of booking.

**12. Applicable law and jurisdiction**

12.1. The contractual relationship between the customer (client) and DTCH (agent) shall be governed exclusively by Swiss law.

12.2. Subject to mandatory statutory provisions, the place of jurisdiction is Zurich.

**13. Miscellaneous**

13.1. Invalidation of a provision

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.

13.2. DTCH may unilaterally amend the GTC at any time. DTCH publishes the most up-to-date version of its GTC via its sales brands in electronic form.

DERTOUR Suisse AG, 13 May 2026