

Booking Terms & Conditions

Switzerland Travel Centre Ltd is a company registered in England under the number 03649940. Our VAT number is GB726 0037 65. Our registered office is 30 Bedford Street, London, WC2E 9ED, UK. Our telephone number is 020 7420 4900 and our call centre is open from Mon – Fri 9am to 6pm, Sat 9am to 1pm. Our email address is sales@stc.co.uk

Package Holidays

1 Your booking with Switzerland Travel Centre

1.1 These are the booking conditions that apply to your booking. However they do not apply to all our individual products/services booked with us unless they are part of a package as defined below.

1.2 In these booking conditions 'we', 'us' and 'our' refer to Switzerland Travel Centre Ltd.

1.3 In these booking conditions a package means a pre-arranged combination of at least 2 of the following 3 components when sold at an inclusive price covering a period of more than 24 hours or including an overnight stay. The components are:

- Transport (flight or rail)
- Accommodation
- Other tourist services (e.g. rail tickets, seat reservations, excursions, car hire) accounting for a significant proportion of the package services. A package does not include travel insurance booked at the same time.

2 Your financial protection

2.1 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from this brochure/website and for your repatriation in the event of our insolvency. We provide this security with the Civil Aviation Authority under ATOL number 4013 and an ABTA bond for packages that do not include flights. If you book arrangements other than a package holiday from this brochure (e.g. accommodation only), the financial protection referred to above does not apply.

Please note: The above applies only to services supplied by Switzerland Travel Centre Ltd and does not apply to services featured in our brochure/website that are provided by any other company.

2.2 When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For further information visit the ATOL website at www.atol.org.uk/ATOLcertificate

2.3 We are a Member of ABTA, membership number W1432. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

3 Your holiday contract

3.1 When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. You must be 18 years old or over to book and travel on holidays with us. If you are under 18 years old and wish to travel with us you must be accompanied by an adult.

3.2 When is a contract in place?

3.2.1 A contract for bookings **via phone or as walk-in customer** exists as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by English Law and the jurisdiction of

the English Courts. You may however choose the law and jurisdictions of Scotland or Northern Ireland if you wish to do so.

3.2.2 A contract for **online bookings** exists as soon as you receive our confirmation invoice after your original booking offer. This contract is made on the terms of these booking conditions which are governed by English Law and the jurisdiction of the English Courts. You may however choose the law and jurisdictions of Scotland or Northern Ireland if you wish to do so.

3.3 Please check your confirmation invoice carefully as it forms the basis of this contract. Any discrepancies should immediately be brought to our attention. While we will try everything to make these amendments, fees might apply depending on the product and supplier.

3.4 If you have any special requests please indicate these at the time of booking. Whilst every effort will be made to meet these requests, they cannot be guaranteed.

4 Your holiday price

4.1 Prices shown in our brochure are lead-in prices and are intended as a guide only. Depending on availability, seasonal supplements, exchange fluctuations and your choice of transport our staff will quote you the best available prices at the time. If you obtain a quote from us for a holiday booking but do not book at the time, we reserve the right to increase or decrease the price at any time before you book. The price of your holiday will be fully guaranteed once you receive our confirmation invoice and will not be subject to any surcharges.

4.2 Our quoted holiday prices include return flights (if any); including all airport taxes, fees and charges including Air Passenger Duty, any government taxes and service charges for hotels (unless otherwise stated).

4.3 **Bookings online:** Our quoted holiday price include return flights (if any); including all airport taxes, fees and charges including Air Passenger Duty, any government taxes and services charges for hotels (unless otherwise stated). Baggage allowance and policies differ by airline and the flight booked may not include checked baggage – detail will be advised on the confirmation invoice.

4.4 In accordance with Air Navigation Orders to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

5 Deposit and payment

5.1 Deposit and final payment

5.1.1 **Bookings via phone or as walk-in customer:**

When you make your booking you must pay a deposit of either £125.00 per person or the full cost of the flights issued, whichever is higher. The balance of the price of your holiday must be paid at least 8 weeks before departure. Please note: We do not issue reminders for this balance and your confirmation invoice which you receive after paying your deposit, also serves as your final invoice. If you are booking your holiday within 8 weeks of departure, payment, including all applicable insurance premiums must be paid in full. If the deposit and/or balance is not paid in time, we shall cancel your holiday and retain your deposit. All monies you pay to your travel agent are held by him on our behalf at all times.

5.1.2 **Bookings online:** When you make your booking online you must pay the full amount at the time of booking by providing us with your Credit or Debit card information.

5.1.3 **Group Bookings:** In some cases, special payment conditions apply. These are detailed on the invoice at time of booking. These supersede the conditions listed in 5.1.1.

6 Travel Documents

6.1 Delivery of Travel Documents

6.1.1 **Bookings via phone or as walk-in customer:**

Your travel documents will be issued latest 2-3 weeks before departure but only if the full balance has been paid. Please check them carefully and contact us immediately if you think any details are inaccurate.

6.1.2 **Bookings online:** Your travel documents will be issued after we received your booking offer and will be sent out immediately. Rail passes can only be issued 2 months before departure date, due to the system set up of our supplier.

7 If you change your holiday

7.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, e.g. your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £ 30.00, and any further cost we incur in making these alterations. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. Scheduled Airline, Low Cost carriers or rail tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of your package.

8 If you cancel your holiday

8.1 You or any member of your party may cancel your holiday at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your holiday, you will have to pay the applicable cancellation charges up to the maximum shown in the table below. The cancellation will take effect from the day the written confirmation is

received. **Note:** If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges.

Period of departure within which notice of cancellation is received:	Cancellation charge by us:
More than 56 days	Deposit only
Between 56 – 42 days	30% of holiday cost
Between 41 – 28 days	60% of holiday cost
Between 27 – 8 days	90% of holiday cost
Less than 8 days	100% of holiday cost

9 If we change or cancel your holiday

9.1 It is unlikely that we will have to make any changes to your travel arrangements, but we do sometimes book the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. In accordance with EU regulations we are required to advise you of the actual carrier operating your flight. We do this by listing carriers to be used or likely to be used as follows: Swiss International Air Lines, British Airways, Air France. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed in the chart below.

Period of departure within which notice of major change is notified:	Compensation for paying passenger:
More than 56 days	None
Between 56 – 42 days	£20
Between 41 – 28 days	£30
Between 27 – 8 days	£40
Less than 8 days	£50

Force majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, e.g. war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

10 If you have a complaint

10.1 If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at our address above giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services without delay and complete a report form where possible. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract. Please also see clause 2.3 above on ABTA.

11 What happens to complaints

11.1 Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special scheme arranged by ABTA, and administered independently by IDRS, part of the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims, which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims, which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by ABTA within eighteen months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we

agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request ABTA Mediation Procedure and we have the option to agree to mediation. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request from www.abta.com.

12 Our liability to you

12.1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you, or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

a) The contractual terms of the companies that provide the transportation to your travel arrangements/ these terms are incorporated into this contract; and
 b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to your luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (Switzerland Travel Centre Ltd, 30 Bedford Street, London WC2E 9ED). Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 9. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council (www.auc.org.uk).

13 Prompt assistance in resort

13.1 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

14 Excursions

14.1 Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be directly with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

15 Passport, Visa and Immigration requirements

15.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

16 Data Protection Policy

16.1 In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we and your travel agent need to use the information you provide such as name, address, any special needs / dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit card checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not pass information on to any person unconnected with your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. **Please note** that if we cannot pass this information on to our suppliers we cannot accept your booking. If you booked through your travel agent, any information held by them falls under their data protection policy. You are entitled to a copy of your information held

by us. If you would like to see this, please contact us at the above address. We will hold your information, where collected by us, and may use it to inform you of offers in the future, or to send you our brochures.

17 Our Brochure

17.1 The brochure is our responsibility as your tour operator. We publish the brochure many months in advance and to the best of our knowledge all information is correct at time of going to print. However, if there are changes or printing errors we will advise you accordingly at the time of enquiry. The brochure is not issued on behalf of, and does not commit the suppliers mentioned herein or any provider whose services are used in the course of your travel arrangements.

Accommodation-only bookings

The following clauses of above booking conditions apply: Clauses 1, 3, 7, 12, 14, 15 and 16

18 Your accommodation price

18.1 Accommodation prices include any government taxes and service charges as well as breakfast unless otherwise stated.

19 Payment of your accommodation

19.1 Full payment for your accommodation and any applicable booking fees will be taken at the time of booking.

20 Issue of accommodation vouchers

20.1 Your hotel voucher will be issued and sent immediately when full payment is received. Please check your voucher(s) carefully and contact us immediately if you think any details are inaccurate.

21 If you cancel your accommodation-only booking

21.1 If you wish to cancel your hotel room, please contact our customer services on 020 7420 4900. Please have your reference number and booking details ready. In the event of cancellation we charge any cancellation fee the hotel may impose.

22 Changes or cancellations of your booked accommodation by us

22.1 It is unlikely that we will have to change or cancel your booking. If we do make changes then we will inform you as soon as reasonably possible.

22.2 We reserve the right to make minor changes without liability to you. Minor changes are a change in accommodation where the substitute accommodation offered is in a similar location and of at least equivalent quality or a change of room type where the substitute room is of at least equivalent quality.

22.3 If we do make a significant change – for example due to changes by our suppliers – you have the opportunity to cancel the booking and obtain a full refund or accept the alternative accommodation offered by us.

22.4 If we make a significant change to you booking or cancel your booking three or less days before the date on which the booked service should have been provided we will pay you fair and reasonable compensation for the losses incurred by you.

Rail-only products

The following clauses of above booking conditions apply: Clauses 1, 3, 12, 15 and 16

23 Your rail ticket price

23.1 If you obtain a quote from us for a rail ticket, be it for Switzerland or Europe, but do not book at the time, we reserve the right to increase or decrease the price at any time before you book. The price of your ticket will be fully guaranteed once we accept your booking.

23.2 Our quoted prices include all taxes and service charges where applicable unless otherwise stated at the time of booking.

24 Payment of your rail ticket

24.1 Full payment for your rail ticket and any applicable booking fees will be taken at the time of booking.

25 Issue of your rail tickets

25.1 Your rail tickets will be issued and sent once we have taken full payment. **Please note** that there are time restrictions as to when we are able to issue certain types of tickets and reservations. In instances where they cannot be issued immediately we will issue and send your tickets as soon as the system will allow us to do so. We will only take payment once the tickets can be issued.

26 If you change your rail tickets

26.1 If, after we have issued your rail tickets, you wish to change your travel arrangement in any way, e.g. your chosen departure date or different type of ticket, we will do our utmost to make these changes where possible. Modifications can incur an administration fee which will be charged to you together with any other costs involved in making these alterations.

26.2 e-Tickets: e-Tickets are non-refundable and non-exchangeable. To order an e-tickets, you must enter exact dates. Once submitted, these are fixed and cannot be changed. Online e-tickets are personal and non-transferable.

27 If you cancel your rail-only booking

27.1 Different rail tickets carry different cancellation charges. Please see table below for a full listing.

27.2 Administration and booking fees we might charge are non-refundable.

27.3 Refund request for unused STS products should be returned to STC within 6 months from the date of issue, with a covering letter. Cancellation charges will be applied.

27.4 No refunds are granted for lost or stolen tickets. Refund requests for partially used tickets in case of sickness or accident, must be supported by proper documentation (please have your ticket endorsed at an official SBB station in Switzerland) along with a covering letter and submit to STC, along with original ticket. This information will be forwarded to SBB who will make the final decision regarding any refund.

Ticket Type	Unused	Partially Used
Any type of Swiss Pass	20% cancellation charge per person if received before date of travel	Varies form case to case. Needs to be endorsed by SBB while in Switzerland
Transfer Tickets	20% cancellation charge per ticket	Varies form case to case. Needs to be endorsed by SBB while in Switzerland
Swiss Cards/Combi	20% cancellation charge per card	Varies form case to case. Needs to be endorsed by SBB while in Switzerland
Point to Point tickets	£10 per ticket of full value or ticket if less	Varies form case to case. Needs to be endorsed by SBB while in Switzerland
Regional Passes	20% cancellation charge per ticket	NO refund
Half Fare Cards	20% cancellation charge per card	NO refund
e-Tickets	NO refund	NO refund
Seat Reservations	NO refund	NO refund
Fly Rail Luggage Labels	NO refund	NO refund
European rail tickets	NO refund	NO refund
Excursion Tickets	20% cancellation charge per ticket	NO refund

28 Delays and cancellations

28.1 For all matters associated with your actual travel and use of the Tickets/Passes, your contract is directly with Swiss Federal Railways. STC acts only as an agent for them and does not accept liability for an matters arising from, or connected with, your actual travel or use of the Tickets/Passes as that does not form part of your contract with STC. Please also observe the General Terms and Conditions for the International Carriage of Passengers by Rail (GTC-CIV) printed on the back of your ticket. Further information can be obtained from the following website:

www.sbb.ch/en/station-services/services/sbb-customer-service.html

Flight-only bookings

The following clauses of above booking conditions apply: Clauses 1, 2, 3, 7, 12, 15 and 16

29 Your flight-only price

29.1 If you obtain a quote from us for a flight ticket but do not book at the time, we reserve the right to increase or decrease the price at any time before you book. The price of your ticket will be fully guaranteed once we accept your booking.

29.2 Our quoted holiday prices include return flights unless otherwise stated, including all airport taxes, fees and charges including Air Passenger Duty.

29.3 Bookings online: Our quoted holiday prices include return flights unless other stated, including all airport taxes, fees and charges including Air Passenger Duty. Baggage allowance and policies differ by airline and the flight booked may not include checked baggage – details will be advised on confirmation invoice.

30 Payment for your flight ticket

30.1 Full payment for your flight ticket and any applicable booking will be taken at the time of booking.

31 Issue of flight-only tickets

31.1 All our tickets are issued as e-tickets and will be sent or emailed to you as soon as we have received full payment for your flight booking.

32 If you cancel or change your flight-only booking

32.1 If you want to cancel your confirmed booking, the person who made the booking or who entered into the contract must send signed instructions to us. Please note that most of our transport suppliers impose restrictions regarding cancellation or changes of flights and 100% cancellation charges may apply. Any booking fees paid are non-refundable. **Note:** If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges.