

General terms and conditions governing bookings made on www.morges-tourisme.ch

Valid from 01/09/2023

1. What these general terms and conditions of sale (hereinafter referred to as GTCS) govern

Morges Région Tourisme, Place de l'Hôtel-de-ville 1, 1110 Morges (hereinafter MRT) operates a reservation system with the Internet portal morges-tourisme.ch that makes it easier for customers to book tourist services online. MRT has been commissioned and authorised by PROVIDERS to provide services in their name and on their behalf. These PROVIDERS include, for example, hotels, holiday flat rental companies, transport companies, tourist organisations (destinations), etc. MRT can also act as a PROVIDER for arrangements. The SERVICE SUPPLIER is your contractual partner and its name is mentioned in the travel documents. Hereafter, all services are referred to as trips.

- 1.1. When you make a booking, the contract is concluded directly between you and the SERVICE SUPPLIER you have selected.
- 1.2. These GCS govern the legal relationship between you and MRT and between you and the SERVICE SUPPLIER as defined in point 1.1.
- 1.3. Booking and payments are processed by TouristDataShop SA, Rue du Midi 3, 1860 Aigle (hereinafter referred to as TDS). MRT and the PROVIDER authorise TDS to process and collect reservations on their behalf. The terms of payment are defined in point 4.
- 1.4. If you have any technical queries or wish to cancel your booking, please contact the information centre indicated on your booking confirmation directly.

2. Registration / How the contract is concluded between you and the SERVICE SUPPLIER

- 2.1. Travel and other services on morges-tourisme.ch and via the call centre are non-binding travel offers. By making a reservation, you are submitting a firm offer to the PROVIDER, to which you are bound for five working days. The PROVIDER is free to accept or reject your offer. If the PROVIDER accepts your offer, you will receive a confirmation from MRT on behalf of the PROVIDER.
- 2.2. The contract between you and the PROVIDER takes effect with the confirmation of your booking by MRT on behalf of the PROVIDER (including these T&Cs) or your acceptance of the counter-offer, as provided for in point 3.2.
- 2.3. If you register other participants in addition to yourself, you are responsible for their obligations (in particular payment of the price of the trip) as if they were your own. These GTC apply to all participants in the trip.
- 2.4. **No right of withdrawal:** there is no right of withdrawal or right to cancel free of charge for tourist services for which the dates of supply have been agreed or for which the services can be obtained within an agreed period, subject to the cases set out in point 5 of these GTC. If you are entitled to a right of cancellation free of charge by virtue of statutory provisions, you waive this right to the extent permitted by law.

3. Services

- 3.1. The PROVIDER provides information relating to the properties, rooms, flats, leisure activities and other services published on morges-tourisme.ch and via the call centre. The PROVIDER updates this information and is solely responsible for its accuracy at the time of booking.
- 3.2. In the event of any discrepancy between the description of the services on the Internet and the confirmation, the confirmation will act as a counter-offer and the contract between you and the PROVIDER will come into effect with your acceptance of the counter-offer. Any special requests on your part or ancillary agreements will only form an integral part of the contract if they have been confirmed without reservation by the SERVICE SUPPLIER or MRT on behalf of the SERVICE SUPPLIER.
- 3.3. Descriptions of means of public transport, tourist attractions and facilities, infrastructures and opening times of all kinds are purely descriptive in nature and are not binding on the PROVIDER insofar as they do not form part of the services booked.
- 3.4. If the customer is travelling with a pet, it is their responsibility to check before booking that the pet is authorised, specifying its species and size.

4. Prices and terms of payment

- 4.1. **Prices :** the prices of the services are indicated in the online advert or in the confirmation.
- 4.2. Prices are given in Swiss francs (CHF). Prices in other currencies (calculated, for example, using a currency converter) are given for information purposes only and are not binding. Invoices are issued in Swiss francs and must be paid in Swiss francs. Credit card

payments are also made in Swiss francs. **Any bank or credit card charges relating to the conversion of a foreign currency into Swiss francs and/or payment by credit card are at your expense.**

- 4.3. Unless otherwise stated, prices include Swiss VAT.
- 4.4. **Payment processing by TDS:** Collection is carried out by TDS in accordance with point 1.4. Online payments are processed by the payment service provider payyo.ch, TrekkSoft AG, Hauptstrasse 15, 3800 Matten b. Interlaken, Switzerland. The terms of payment are set out in sections 4.5 to 4.8 below.
- 4.5. **Payment for hotel services (including hotel arrangements):** You pay for the services you have booked on arrival, as indicated in the confirmation. Payment must be made in cash and in Swiss francs. Other possible means of payment may be requested from the PROVIDER or will be communicated to you on site. If you do not pay for the services booked on arrival in accordance with the details given in the confirmation, the PROVIDER is entitled to refuse the services booked and to claim cancellation costs in accordance with point 5.1. Credit card details are only requested at the time of booking for security purposes. In the event of cancellation of some or all of the travel services or in the event of a no-show, the cancellation fee (point 5) will be debited from the credit card. For bookings subject to special conditions (non-refundable fares, last-minute fares, etc.), the payment service provider may debit the credit card without prior notice at the time of booking, in accordance with the information given in the booking confirmation.
- 4.6. **Payment for holiday flat rental services:** you pay for the services you have booked directly at the time of booking by credit card, TWINT or, if this method of payment is offered, by invoice.
- 4.7. **Payment for arrangements, additional services or vouchers:** you pay for the services you have booked directly at the time of booking by credit card, TWINT or, if this method of payment is offered, by invoice.
- 4.8. **Payment not made on time or payment by credit card or TWINT not honoured:** if payments are not made on time or if a payment is not honoured or is cancelled, the booking is considered to be cancelled and the cancellation charges set out in point 5.1 will be payable.
- 5. **You change your registration, your travel programme or you are unable to travel (cancellation/termination)**
- 5.1. **Cancellation charges:** in the event of a change, rebooking or cancellation, the following cancellation/termination charges will apply (as a percentage of the price of the trip), unless otherwise stated in the travel documents/booking confirmation:

Accommodation and arrangements:

In the event of cancellation up to 45 days before the date of arrival, cancellation is free of charge. In the event of cancellation up to 30 days before the date of arrival, 50% of the total amount of the reservation is due. In the event of late cancellation or no-show, the full amount of the booking is due. Leisure offers (tickets, train travel, excursions, etc.): All cancellations, changes or no-shows will be charged the full amount:

Les Modifications and changes to bookings are treated as cancellations with a new booking. In the event of a modification or change to a booking while retaining the SERVICE SUPPLIER already booked, the dates booked and the main service obligations, the SERVICE SUPPLIER may charge a processing fee of CHF 50.00, if the modification or change to the booking is possible. Otherwise, the cancellation/cancellation charges will apply. If you are charged a cancellation fee, you reserve the right to prove that the cancellation, the change to the booking or the change to your services caused no damage or less damage to the PROVIDER. The date of receipt of your declaration by MRT during normal working hours is decisive for calculating the date of cancellation, amendment or change of booking (this also applies to notifications by e-mail, via the website, by telephone or by other media). For Saturdays, Sundays and public holidays, the next working day is decisive (location: Morges). Irrespective of the date of receipt of the cancellation, MRT may charge a cancellation fee of 50.00 per cancellation.

- 5.2. **Cancellation/termination costs insurance:** we recommend that you take out cancellation costs insurance and termination costs insurance.
- 5.3. **Replacement traveller:** if you cancel your travel services, you have the option of designating a replacement person who may join the contract under the same conditions. If a replacement person joins the contract, you and that person are jointly and severally liable for payment of the full price of the trip. MRT or the PROVIDER will inform you within a reasonable time if the designated replacement person can take part in the trip. If you designate the replacement person too late or if the replacement person is unable to take part due to the requirements of the trip, a decision by the authorities, legal requirements, etc., your waiver of the trip is considered to be a pure and simple cancellation.

6. Changes to prospectus content, price changes, transport changes



- 6.1. **Changes prior to the conclusion of the contract:** the SERVICE SUPPLIER and MRT expressly reserve the right to modify the information appearing on the Internet, descriptions of services, prices, etc. at any time
- 6.2. **Price changes after conclusion of the contract:** prices may be revised upwards due to subsequent increases in transport costs, newly introduced or increased taxes and government charges. If the costs of these travel services increase, they may be passed on to you. The price of the trip will increase accordingly. The price increase may take place no later than 3 weeks before the start of the trip
- 6.3. **Changes to the program and services, changes to the transport plan after your reservation :** The PROVIDER reserves the right, also in your interest, to change the travel programme or certain agreed services (such as accommodation, type of transport, means of transport, etc.) in the event of force majeure, unforeseeable or unavoidable circumstances. The PROVIDER will try to offer you equivalent replacement services. The PROVIDER will inform you as soon as possible of these changes and their consequences on the price.
- 6.4. **Augmentations Price increases of more than 10% or significant changes to the contract before the start of the trip:** if the price increase is more than 10% or if the change to the programme or services results in a significant change to the agreed trip, you may cancel the contract or take part in a replacement trip offered by the PROVIDER (if such a trip can be offered). In the event of cancellation of the trip, the amount paid will be refunded immediately (in the case of payment by credit card, it will be credited to your credit card).
- 6.5. **Modifications Changes to the programme and services during the trip:** if, during the trip, a change to the programme or services affects a significant part of the agreed trip and no appropriate remedial action is taken, the PROVIDER will reimburse you for any objective reduction in value between the agreed price of the trip and the price of the services provided, if the PROVIDER is responsible for this (for more details, see point 10). If the remedial action involves excessive costs or disproportionate efforts for the PROVIDER or if there is a case of force majeure, the PROVIDER may refuse to take it. Any additional costs will be borne by the traveller.
- 7. Cancellation of the trip by the PROVIDER**
 - 7.1. **Minimum number of participants:** if a minimum number of participants applies to the package or leisure offer you have booked, you will find it in the advertisement. If the minimum number of participants is not reached, the PROVIDER may cancel the trip at the latest 3 weeks before the start of the trip or as indicated in the booking confirmation. The total price of the cancelled service will be refunded.
 - 7.2. **Force majeure, unforeseeable or unavoidable events, strikes, etc.** If unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, unrest), weather conditions, administrative measures or strikes, etc. make the journey considerably more difficult, dangerous or impossible, the PROVIDER may cancel the journey.
- 8. You start the journey but can't finish it**
 - 8.1. If you cancel the trip before its end, the price of the service booked will not be refunded. Any unused services will be refunded to you, less reasonable processing costs, provided that they are not payable by the PROVIDER and are not insignificant. Any additional costs, such as transport, etc., shall be borne by you. In this context, please also bear in mind the possibility of taking out insurance for return travel costs, which is not included in the price of the trip.
- 9. If you have any complaints**
 - 9.1. **Complaints, deadline for complaints and requests for compensation:** if the trip does not correspond to what was agreed in the contract or if you suffer damage, you are obliged to make a complaint to the PROVIDER immediately, i.e. on the same day if possible, and to request compensation free of charge.
 - 9.2. The SERVICE SUPPLIER or MRT (if the PROVIDER cannot be contacted) on behalf of the PROVIDER will endeavour to remedy the situation within a reasonable time. If remedial action is not taken within a reasonable time or is insufficient, ask the PROVIDER or MRT to confirm in writing that you have reported the defects or damage. If you have any problems contacting the PROVIDER, please contact MRT. You will receive the necessary information with your travel documents. MRT or the SERVICE SUPPLIER's auxiliaries are not authorised to acknowledge any claim, etc. on behalf of the SERVICE SUPPLIER.
 - 9.3. **How to assert your rights against the PROVIDER:** if you wish to assert defects, refunds or claims for damages, etc. against the PROVIDER, you must submit your claim in writing to the PROVIDER within one month of the contractual end of the trip. Your claim must be accompanied by confirmation from the PROVIDER or from MRT and all supporting documents.
 - 9.4. **Forfeiture of your rights:** if you do not report defects or damage, etc. in accordance with points 9.1 and 9.2, you forfeit and waive all your rights to compensation, reduction of the price of the trip, termination of the contract and compensation, etc. The same

applies if you have not made your claim in writing to the PROVIDER within one month of the contractual end of the trip. The same applies if you have not asserted your right in writing to the PROVIDER within one month of the contractual end of the trip.

10. The SERVICE SUPPLIER's liability

10.1. **General:** under these GCS, the SERVICE SUPPLIER will reimburse you for the value of the services agreed but not provided or provided incorrectly, your additional costs or the damage suffered, if it has not been possible for the SERVICE SUPPLIER (and the auxiliaries it has used, such as MRT etc.) to provide an equivalent replacement service on the spot and if the PROVIDER (or the auxiliaries he has called upon) is at fault, subject to the provisions below and to point 6.5.

10.2. Limitations and exclusions of liability

10.2.1. **International conventions and national laws:** if international conventions and national laws provide for limitations or exclusions of compensation in the event of damage resulting from the non-performance or improper performance of the contract, etc., the SERVICE SUPPLIER is only liable within the framework of these conventions and laws, subject to point 10.2.3.

10.2.2. **Exclusions of liability:** the PROVIDER will not be liable to you if the non-performance or imperfect performance of the contract is due to the following causes: a) to failings on your part before or during the journey; b) to unforeseeable or unavoidable failings on the part of a third party who is not involved in providing the service agreed in the contract; c) to a case of force majeure or to an event that the PROVIDER, MRT and its auxiliaries could not foresee or avoid. In such cases, the SERVICE SUPPLIER is under no obligation to pay.

10.2.3. **Liability for package holidays:** for package holidays in accordance with Article 1 of the Federal Law on Package Holidays, liability for damage other than personal injury is limited to double the price of the trip/traveller. Subject to the lower limits and exclusions of liability provided for by international conventions and applicable national laws (point 10.2.1) as well as the exclusions of liability provided for in point 10.2.2.

10.2.4. **Liability for other services:** liability for other services is subject to points 10.2.1 and 10.2.2. Liability for slight negligence is excluded. Liability is limited to the single price of the trip/person. Subject to the lower limits and exclusions of liability in accordance with 10.2.1 or to the binding and unalterable contractual provisions of international agreements and national laws.

10.2.5. **Valuables, cash, jewellery, furs, credit cards, documents, computers, telecommunications equipment, etc.** You yourself are responsible for the safekeeping of these items. The SERVICE SUPPLIER declines all responsibility in the event of theft, loss, damage, destruction or improper use, etc. of these items.

10.2.6. **Missed holidays:** liability for missed holidays, unnecessary holiday time, damage caused by frustration, etc. is excluded.

10.2.7. **Timetables for buses, trains, planes and boats, etc.:** adherence to these timetables cannot be guaranteed. Delays may occur in the event of heavy traffic, traffic jams, accidents, overcrowding at airports, diversions, delays at borders, weather conditions, etc. In all these cases, the SERVICE SUPPLIER is not liable.

10.3. **Events during the trip:** outside the agreed travel programme, local events or excursions may be booked during the trip. It is your own responsibility to decide whether or not to take part in these events and excursions. They are organised by third-party companies (external services). Neither the PROVIDER nor MRT are your contracting parties and are in no way liable.

10.4. **Extra-contractual liability:** extra-contractual and quasi-contractual liability is governed by the applicable legal provisions and international conventions. Whereas extra-contractual and quasi-contractual liability is excluded, insofar as permitted by law, and cannot give rise to liability more extensive than that provided for in points 10.1 to 10.3.

10.5. In the event that the liability provisions contained in these GTC infringe binding contractual provisions that cannot be amended, liability will be limited to the extent permitted by law.

11. Liability of trip participants

11.1. You are responsible for all damage proven to have been caused by you during your stay. Any damage must be reported to the PROVIDER or his representative before departure.

12. Arrangements organised by MRT

12.1. MRT can make its own arrangements. This is expressly stated in the corresponding offer. In this case, MRT is your contractual partner and these GTC apply.

13. MRT as a simple intermediary / TDS booking and payment agent

13.1. As a general rule, MRT only acts as an intermediary for the services of the SERVICE SUPPLIERS (see point 1). In this case MRT for the services of the PROVIDERS is excluded in all legal respects. MRT shall only be liable if it is at fault in connection with the intermediation. Contractual, extra-contractual and quasi-contractual liability for auxiliaries and for minor negligence is excluded.



- The liability of MRT is limited to direct and immediate damages, to the exclusion of indirect damages, loss of holiday enjoyment or missed holidays, etc., as well as punitive damages and similar claims and demands.
- 13.2. MRT and the SERVICE SUPPLIER authorise TDS to process and collect bookings on their behalf (see point 1). In this case, any liability on the part of TDS for the services of the PROVIDERS is excluded for all legal purposes. TDS is only liable if it is at fault in the processing of bookings and payments. Contractual, extra-contractual and quasi-contractual liability for auxiliary persons and for minor negligence is excluded. The liability of TDS is limited to direct and immediate damages, to the exclusion of indirect damages, loss of holiday enjoyment or missed holidays, etc., as well as punitive damages and similar claims and demands.
- 14. Entry, visa and health requirements Dispositions en matière d'entrée, de visa et de santé**
- 14.1. If your trip only includes services within Switzerland, you are responsible for obtaining and complying with entry, visa and health regulations. If your trip includes travel from abroad to Switzerland or, during your trip, a service abroad, MRT or the PROVIDER will inform you of the entry conditions for travellers with the nationality of your country of residence (the address you gave when booking is authoritative), if you are domiciled in Switzerland, EFTA or the EU. You are responsible for complying with the entry conditions for people of other nationalities travelling with you.
- 14.2. If travel documents need to be issued or extended, or if visas need to be obtained, you are responsible for this yourself. You are also responsible for complying with entry, health and currency regulations.
- 15. Travel by your own means**
- 15.1. If your arrangement does not include travel, you are responsible for arriving on time. No refund can be made for late arrival due to traffic jams, congestion, delays in public or private transport, entry delays, weather conditions or reasons of your own, etc.
- 16. Data protection**
- 16.1. MRT and the SERVICE SUPPLIER are subject to Swiss data protection legislation and, in certain cases, to the General Data Protection Regulation (GDPR).
- 16.2. MRT and the SERVICE SUPPLIER transmit to TDS the data required for invoicing and collection (including credit card data). TDS uses this data exclusively for processing bookings and payments and for collection.
- 16.3. MRT and the PROVIDER collect, store and, generally, process your personal data in order to carry out the pre-contractual measures potentially leading to the contract and/or to carry out the contract itself. MRT may transmit your personal data to the PROVIDER so that the PROVIDER can fulfil its contractual obligations. MRT and the PROVIDER may process your personal data in order to communicate product and/or service offers to you, with your consent.
- 16.4. It is possible that MRT and/or the SERVICE SUPPLIER may be obliged to transmit the data to the authorities or to make it accessible to them.
- 16.5. MRT and the SERVICE SUPPLIER reserve the right to transmit data to the authorities in order to assert the legitimate interests of third parties or in the event of suspicion of a criminal offence.
- 16.6. In addition, the data protection rules of MRT and those of the SERVICE SUPPLIER apply. MRT's data protection rules are available here [LINK].
- 16.7. If you have any questions about data protection at MRT's data protection policy, please send an e-mail to info@vaud-promotion.ch. If you have any questions about the SERVICE SUPPLIER's data protection policy, please contact the SERVICE SUPPLIER directly.
- 17. Applicable law and jurisdiction**
- 17.1. Should individual provisions of these GTC become invalid, void or unenforceable, this shall not invalidate the contract. On the contrary, the invalid, void or unenforceable provision will be replaced by a provision that comes as close as possible to the purpose of the invalid, void or unenforceable provision.
- 17.2. Subject to mandatory legal provisions or binding international agreements, the parties agree as follows: Swiss law is exclusively applicable to the legal relationship between you and the SERVICE SUPPLIER and between you and MRT. For any legal action against the SERVICE SUPPLIER, it is agreed that the exclusive place of jurisdiction is the SERVICE SUPPLIER's registered office. The SERVICE SUPPLIER may take legal action against the customer at the customer's place of residence or at the SERVICE SUPPLIER's registered office. For legal actions against MRT the exclusive jurisdiction is Morges, Switzerland. MRT may take legal action against the customer at the customer's place of residence or at the place where MRT.





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