

## Booking Terms and Conditions for Package Holidays

The platform [www.murtentourismus.ch](http://www.murtentourismus.ch) is operated by Murten Tourismus, Französische Kirchgasse 6, 3280 Murten. Clients may book one or more package tours via its website or the partner sites of [murtentourismus.ch](http://murtentourismus.ch).

### 1. SCOPE

1.1 These General Terms and Conditions govern the contractual relationship between the client (CLIENT) and Murten Tourismus.

1.2. These General Terms and Conditions apply to all the members of a group of people who have booked a service (e.g. participants in the tour).

### 2. DESCRIPTION OF THE PROPERTY

2.1. Murten Tourismus provides the information that is shown on the platform [www.murtentourismus.ch](http://www.murtentourismus.ch) about the property, rooms, apartments and all other services that are offered for a fee or free of charge.

2.2 Murten Tourismus will keep the information provided on its website updated. In the event of loss arising from an unannounced change by a service provider, Murten Tourismus will be entitled to bring a claim against this service provider.

### 3 CONCLUSION OF THE CONTRACT AND SERVICES

3.1. All contracts for the service(s) sold are concluded directly between the CLIENT and Murten Tourismus.

3.2. The services match the description of the services as described in the brochure or on the Murten Tourismus website when the booking is confirmed.

3.3. The contract between the CLIENT and Murten Tourismus is concluded when the booking confirmation is dispatched.

3.4. Murten Tourismus reserves the right to cancel the contract

prior to departure. If the contract is cancelled through no fault of the CLIENT, the latter is entitled to make another booking of equivalent or higher quality if Murten Tourismus is able to offer the client such a booking or a booking of lower quality with a refund of the difference in price or a refund of the monies paid.

3.5. When a minimum number of participants are required and the number of persons registered falls below this number, Murten Tourismus may cancel the contract. Cancellation in such circumstances does not give rise to a claim for compensation nor does it entitle the CLIENT to exercise the rights set out in clause 3.4. The same shall apply to cancellation due to a force majeure event.

### 4. COSTS AND INCREASES

The prices quoted in Swiss francs in the contract are fixed. If taxes, charges or transport costs are introduced or increased, prices may be revised accordingly up to three weeks before the start of the holiday or the provision of the service.

### 5. TERMS AND CONDITIONS OF PAYMENT

5.1. Once the booking details have been validated the CLIENT and Murten Tourismus will receive written confirmation via the Murten Tourismus platform. The booking confirmation specifies the services that are included in the price (e.g. breakfast, transport, meals, etc.).

5.2. Additional charges (minibar, telephone, cable TV, parking space, garage, tourist taxes, etc.) are paid directly to the SERVICE PROVIDER. SERVICE PROVIDERS are in particular defined as hotels, restaurants, ski lifts, museums and other tourist attractions as well as all other providers of tourist services.

5.3. The booking is not valid until the package tours booked are

paid in full with a credit card or against an invoice. The online booking system requires a valid credit card at the time of booking.

### 6. CANCELLATION AND NO-SHOW POLICY

6.1 The CLIENT shall inform Murten Tourismus immediately of a cancellation, either by registered letter or by e-mail.

6.2 If the CLIENT cancels a booking, the following cancellation charges will apply:

45-21 days before the start of the trip	50%
21-3 days before the start of the trip	75%
2-0 days before the start of the trip	100%

6.3 If the CLIENT is obliged to cut his holiday short, he will not be entitled to a refund or to claim compensation for unused services.

6.4 If the CLIENT is indisposed, he is permitted to transfer his booking to a person who fulfils all the essential terms and conditions and will participate in the tour under the same terms and conditions. The CLIENT shall give Murten Tourismus reasonable notice before the departure date. The CLIENT and the person who replaces him will be jointly and severally liable for payment of the price as well as for the additional costs incurred by the transfer.

6.5 The package deal does not include travel insurance to protect against cancellation. The CLIENT is advised to take out cancellation cover.

### 7. CHANGE BY THE SERVICE PROVIDER

7.1. The services and prices quoted may be subject to change without prior notice before the contract is concluded.

7.2. In the event of a significant change to the services after the



conclusion of the contract, Murten Tourismus will inform the CLIENT at the earliest opportunity and indicate the impact of the change on the price. A price increase above 10% is considered to be a significant change to the services.

7.3. In the event of a significant change to the services that is not accepted by the CLIENT, the latter may cancel the contract without a penalty. In this case, he shall inform Murten Tourismus as soon as possible.

7.4. If the CLIENT cancels the contract as a result of a significant change made by Murten Tourismus, he is entitled to another tour of equivalent or higher quality if Murten Tourismus is able to offer him such a tour or to a tour of lower quality with a refund of the difference in price, or to refund of the monies that he has already paid.

7.5. However, the CLIENT is not able to exercise these rights if the change to the contract is due to a force majeure event or to the fact that the minimum number of participant(s) required was not achieved.

## **8. COMPLAINTS**

A breach of the contract must be notified immediately by means of a complaint describing the breach in sufficient detail to enable it to be remedied.

## **9. CIVIL LIABILITY**

9.1. Murten Tourismus is liable to the CLIENT for proper performance of the contract. If failure to perform the contract or improper performance of the contract is attributable to a service provider, UFT will be entitled to bring a claim against the service provider concerned.

9.2. Murten Tourismus is not liable if the improper performance of the contract is attributable to breaches by the CLIENT, to unforeseeable or insurmountable breaches that are attributable to a third party that is unfamiliar with the provision of the services stipulated in the contract, to a force majeure event or to an event that Murten Tourismus was unable to foresee despite exercising all due care.

9.3. For damage to property, the liability assumed by Murten Tourismus is limited to double the price of the package tour unless the damage was caused

deliberately or was the result of gross negligence or carelessness.

## **10. OMBUDSMAN**

Prior to instituting legal proceedings, the CLIENT may contact the Ombudsman of the Swiss Travel Industry, P. O. Box, 8801 Thalwil at any time. In the event of a dispute between the CLIENT and Murten Tourismus, the ombudsman will always endeavour to make a fair and impartial decision.

## **11. JURISDICTION**

Any disputes arising under the contract will be referred to competent court in Murten, subject to other binding law, and shall be governed exclusively by Swiss law.

The French version of the General Terms and Conditions shall prevail.

*Murten Tourismus*

Murten, January 2015

We wish you a pleasant stay in Murten!