

# General Terms and Conditions (GTC)



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## 1. General Travel and Contract Terms

We are pleased that you are interested in a trip with Faltin Travel AG, based in Regensdorf (hereinafter referred to as "Faltin Travel") and thank you for your trust.

The following General Terms and Conditions of Travel and Contract apply to all travelers and govern the legal relationship between you as the customer and us as the travel organizer. These General Travel and Contract Terms are part of the contract between you and Faltin Travel. By booking, you agree to the present travel and contract terms. The current version of these terms is also published on [faltintravel.com](http://faltintravel.com). Deviations from these terms are only valid if Faltin Travel has explicitly and in writing agreed to them.

## 2. Conclusion of the Travel Contract

2.1 The contract between you and Faltin Travel is concluded with the acceptance of your personal, written, or telephone booking. For written bookings via fax, email, SMS, or our website, you will receive written confirmation of your registration. For telephone or personal bookings, as well as written bookings, Faltin Travel will confirm your booking by compiling the booked travel arrangement (hereinafter referred to as "Booking Confirmation"). In all other cases, Faltin Travel acts solely as an intermediary for third-party services (see 2.2). If you register additional travelers, you are responsible for their contractual obligations (especially for payment of the travel price) as well as your own obligations.

2.2 If third-party providers or other travel organizers provide you with individual travel services (e.g., hotel, tickets, etc.) or travel arrangements, their own travel and contract terms apply. If Faltin Travel arranges flight-only packages with scheduled flights, the general contract and travel terms of the respective airline apply. In all these cases, Faltin Travel is not a contractual party, so you cannot rely on these travel and contract terms. Any references herein serve only to inform the travelers. The contract between the customer on the one hand and Faltin Travel (as an intermediary) and the airline on the other hand is only concluded upon ticket issuance. Changes by the airline are the customer's responsibility until ticket issuance.

2.3 You are required to provide your name and the names of fellow travelers as they appear in the identity documents (passport, etc.) used for the trip. If the names on the travel documents/tickets do not match the names on the ID, the airline or another provider may refuse service or charge for ticket reissuance. Unused services in such cases will not be refunded.

2.4 Please ensure timely arrival at the departure point, as it is your responsibility. This also applies if the booking office organizes the journey outside of our program.

### **3. Prices and Payment Terms**

3.1 The prices listed by Faltin Travel in brochures or on the homepage are considered non-binding price recommendations. Faltin Travel reserves the right to adjust the published prices at any time. The prices valid at the time of booking, as shown on the booking confirmation, apply to the customer. Unless explicitly stated otherwise, prices are per person in Swiss francs with accommodation in double rooms for double occupancy. All prices include statutory VAT and are cash payment prices. Faltin Travel will inform you of the price of your trip (hereinafter referred to as "Travel Price") in the booking confirmation after your registration (either by phone or in person or through written booking). If you pay by credit card, the booking office may charge a reasonable surcharge. For modular arrangements, prices are based on the stay (or as per the listing).

#### **3.2 Payment Terms**

##### **3.2.1 Deposit**

At the time of booking, a deposit of 30% of the agreed travel price is due. For bookings less than 45 days before departure, bookings of "tickets only" or scheduled flight tickets, or package tours (arrangements) that include tickets or flight tickets, the full invoice amount is due.

##### **3.2.2 Final Payment**

The final payment is due 45 days before departure. The travel documents will be delivered approximately 14 days before departure after receipt of the full payment unless otherwise agreed. Failure to pay on time entitles us to refuse travel services.

#### **3.3 Price Changes**

3.3.1 We reserve the right to increase the travel price listed in the booking confirmation in the following cases:

- Plausible printing errors
- Changes in transport company tariffs (e.g., fuel surcharges)
- Newly introduced or increased general fees or taxes (e.g., higher airport taxes)
- Exchange rate fluctuations
- Government-mandated price increases (e.g., VAT)
- Extraordinary hotel price increases.

3.3.2 If Faltin Travel must adjust the travel price for the reasons mentioned above, you will be notified of the increase no later than 3 weeks before departure. If the price increase exceeds 10% of the originally booked travel price, you have the right to cancel the contract free of charge within 5 days of receiving our notification.

In this case, Faltin Travel will promptly refund all payments already made.

#### **4. Cancellation / Travel Change**

4.1 Cancellations or changes to a booked trip must be made in writing. Faltin Travel adheres to the travel advisories of the EDA and/or BAG. If these authorities advise against travel to your booked destination or region, you may change your booking free of charge within a specified period. No cancellation fees apply, though processing fees per section 4.2, insurance premiums, and any visa fees may still be charged. If the EDA or BAG does not explicitly advise against travel to your destination, the following terms apply:

##### **4.2 Processing Fees**

Until the start of the cancellation periods (see 4.3), we charge a processing fee for cancellations and changes (name changes, changes of travel date, rebooking of accommodation) a processing fee of CHF 100 per person & order. In the event of a cancellation, your booking office may charge additional processing fees. After the start of cancellation periods, the conditions set out in section 4.3 apply.

### 4.3 Costs of Cancellation/Change

4.3.1 If you cancel your trip after booking, the following cancellation costs in percentages of the travel price, in addition to the processing fee, will apply:

- Package Tours:
  - 60–45 days before departure: 30%
  - 44–31 days before departure: 60%
  - 30–1 day(s) before departure: 90%
  - On the day of departure: 100%
  
- Tickets for cultural and sporting events:  
100% from booking.
  
- Arrangements including tickets for sporting or cultural events, flights, or table reservations for Munich Oktoberfest:  
90% from booking, 100% on the day of departure.
  
- Group or incentive trips, corporate events:
  - From booking to 90 days before departure: 70%
  - 89–30 days before departure: 80%
  - 29–1 day(s) before departure: 90%
  - On the day of departure: 100%

### 4.3.2 Tickets

Faltin Travel acts only as an intermediary for purchasing tickets that are not part of a travel package. We are only responsible for the ticket procurement and are not liable for the event's execution or admission regulations at the venue. Customers are responsible for compliance with these. Once booked, tickets cannot be exchanged or canceled. Faltin Travel may attempt to resell the tickets (less a 30% processing fee). In case of event postponements, all agreements remain valid, and the customer is responsible for staying informed about potential date changes. Tickets are usually delivered two weeks before the event. In exceptional cases, tickets may be issued on the day of the event due to the organizer's specific regulations

If the organizer reduces the stadium capacity to 75% or less, Faltin Travel reserves the right to provide tickets in alternative categories with appropriate refunds. If the customer does not accept the alternative ticket categories, they may cancel with a full refund. If the capacity is reduced to below 75%, Faltin Travel reserves the right to cancel the order with a full refund.

### 4.3.3 Rebookings

After the trip has started, rebookings are generally not possible, except in urgent cases (e.g., illness) and only if space is available. We recommend taking out travel insurance. In such cases, rebookings can be made at our local representatives or according to your travel program by presenting yourself in person or via correspondence. Rebookings by phone are not accepted due to administrative reasons. The rebooking fee is CHF 100 per person, but no more than CHF 200 per booking, plus any fare differences. For last-minute rebookings, we reserve the right to charge the published price for the return flight to cover vacant spots. Refunds for fare differences or destination changes are not possible.

### 4.4 Replacement Person

If the customer cannot travel, they may provide a replacement person up until the start of the trip, who will assume their rights and obligations under the travel contract. Faltin Travel must be informed beforehand. Faltin Travel reserves the right to reject the replacement if they do not meet the specific travel requirements, or if organizational reasons, legal regulations, or government orders prevent their participation. Both the replacement and the original traveler are jointly liable for the payment of the travel price and any additional costs incurred due to the replacement.

## **5. Complaints / Claims for Compensation**

5.1 If it is not possible to conduct a trip as promised in the Faltin Travel catalog or agreed with you, we will endeavor – without assuming liability for success – to provide an alternative solution, maintaining the trip's objective purpose or character as much as possible.

5.2 If you have any complaints during the trip, you must report them directly to Faltin Travel, the local representative, or the service provider within 24 hours. This is necessary for later claims and often ensures a solution. If the issue is not resolved, you must request a written confirmation from the tour guide or service provider, documenting your complaint. The local representatives or service providers are not authorized to acknowledge any compensation claims.

5.3 You are entitled to rectify deficiencies yourself if the service provider does not offer an adequate solution within 48 hours. The costs will be reimbursed by Faltin Travel within the framework of legal and contractual liability, provided you present a receipt. If the continuation of the trip or stay at the holiday destination is unreasonable due to severe deficiencies, you must obtain a written confirmation from the local representative or service provider documenting your complaint and the reasons for it. This confirmation does not constitute an acknowledgment of any legal claims.

5.4 Your compensation claim and the confirmation from Faltin Travel must be submitted in writing within 4 weeks after the agreed end of your trip, either to your travel agency or Faltin Travel's main office in Regensdorf. If you fail to meet these conditions, any compensation claims will expire.

## **6. Termination, Non-Execution, Program Changes**

6.1 The trips we offer may depend on a minimum number of participants, which can vary. If the minimum number is not met for your trip, Faltin Travel is entitled to cancel the trip no later than three weeks before the scheduled departure date. In such cases, Faltin Travel will make every effort to offer you an equivalent alternative. If this is not possible or you choose not to accept the alternative, any payments made will be refunded. Further compensation claims are excluded.

6.2 Faltin Travel reserves the right to modify programs or individual agreed services (e.g., accommodation, type of transport, transport mode, airline, excursions, etc.) if unforeseen circumstances require it. In rare cases, Faltin Travel may also have to cancel the trip for reasons beyond its control, such as safety concerns or other compelling circumstances (e.g., denial or withdrawal of landing rights, force majeure, delayed hotel openings, acts of war, unrest, strikes, etc.). Faltin Travel will inform you as quickly as possible in such cases and offer an alternative solution.

6.3 If Faltin Travel has to modify a trip you have already paid for, leading to an objective reduction in value from the originally agreed services, you will receive a refund from Faltin Travel. However, if additional costs arise after the conclusion of the travel contract for reasons mentioned in section 3.3 or 6.2, this may result in a price increase. If this increase exceeds 10% of the originally agreed travel price, you are entitled to cancel the contract free of charge within 5 days of receiving our notification.

6.4 In cases of overbooking, we reserve the right to notify you even at short notice. We will endeavor to offer you an alternative solution. Corresponding price adjustments will be passed on to you in accordance with section 6.3.

6.5 We reserve the right to replace a named airline with another. You will be informed of the new airline as soon as possible.

## **7. Early Termination or Changes During the Trip by the Customer**

If you must terminate the trip early or wish to change services for any reason, we are generally not obliged to offer a refund. We recommend taking out a return travel insurance policy that covers costs in case you need to end your trip early due to urgent reasons (e.g., personal illness, accident, serious illness, or death of a family member, etc.). Faltin Travel will assist you in organizing an early return or handling change requests to the extent possible.

## **8. Passport, Visa, Vaccinations**

8.1 Your booking office will inform you of the applicable entry requirements for citizens of countries not mentioned in the documents we have provided to you. Our booking offices are also available to assist you with obtaining any necessary visas. The costs for obtaining visas (fees from the booking office and applicable authorities) will be charged to you.

8.2 Faltin Travel cannot be held responsible for entry refusal due to uncollected or denied visas. You are solely responsible for complying with the prescribed passport, visa, customs, currency, and health regulations.

## **9. Liability**

### **9.1 General**

As an experienced travel organizer, we guarantee the careful selection and supervision of the companies involved in your trip (airlines, shipping companies, bus companies, hotels, etc.) as part of our own travel offerings. Please note that specific customer requests are gladly accepted but cannot be confirmed or guaranteed. Our liability is, where permitted, limited to twice the travel price and covers only direct damage.

### **9.2 Limitations and Exclusions of Liability**

#### **9.2.1 International Agreements and National Laws**

If international agreements, laws based on international agreements, or national laws contain limitations or exclusions of compensation for damages due to non-fulfillment or improper contract fulfillment, Faltin Travel is only liable within the scope of these agreements and laws. Such limitations and exclusions particularly exist in transportation (e.g., air travel, maritime shipping, and railways). Any further liability of Faltin Travel is excluded in these cases.

#### **9.2.2 Exclusion of Liability**

Faltin Travel will compensate you for the failure or improper performance of agreed services or any additional costs incurred, provided it was impossible to offer you an equivalent substitute on-site, and you were not at fault. Faltin Travel is not liable for changes to the program due to flight delays or strikes. Similarly, we are not responsible for program changes caused by force majeure (including low or high water levels on cruises), official orders, or delays from third parties beyond our control.

### **9.3 Locally Booked Events and Excursions**

When booking local events, excursions, or tours through Faltin Travel, the company acts only as an intermediary, and the local provider's terms apply. Any events, excursions, or services booked locally, outside of Faltin Travel's travel program, are done at the customer's own risk. Faltin Travel declines any liability unless Faltin Travel or its local representative is explicitly the provider or organizer of the service.

### **9.4 Accidents, Illnesses, and Pregnancy**

Faltin Travel assumes liability for direct damages in the event of death, bodily injury, or illness during the trip, provided they were caused by Faltin Travel or a company contracted by Faltin Travel (e.g., hotels). If you are pregnant, you must inform the travel organizer before booking and inquire about the transport conditions of airlines and shipping companies. Faltin Travel can assist you with this. If transportation or boarding is denied due to pregnancy, Faltin Travel assumes no liability. In general, shipping companies do not accept pregnant passengers after the 25th week.

## **9.5 Customer Payment Security**

As a travel organizer, we participate in the Swiss Travel Industry's Guarantee Fund, which ensures the security of the payments you make when booking a package tour, as well as your return journey. Detailed information is available at your booking office or under [www.garantiefonds.ch](http://www.garantiefonds.ch).

### **Ombudsman**

Before pursuing legal action, you should contact the independent Ombudsman of the Swiss Travel Industry. The Ombudsman strives to reach fair and balanced settlements for all kinds of problems. The Ombudsman for the Swiss Travel Industry is located at Etzelstrasse 42, P.O. Box, 8038 Zurich, [www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch).

## **9.6 For Your Safety**

To avoid discrimination (e.g., due to gender or sexual orientation) or even criminal sanctions, you should familiarize yourself with the local customs and laws. Faltin Travel assumes no liability for violations.

The EDA regularly publishes information about countries with potential security risks or other elevated risks (without an explicit recommendation as per section 4.1 from the EDA). You can obtain these travel advisories from the EDA directly or from your booking office. We assume you are informed of these advisories before your departure and aware of the associated risks.

## **9.7 Statute of Limitations**

Claims against Faltin Travel expire one year after the contractual end of the trip. Shorter or mandatory longer statutory periods under applicable national and international law are reserved.

## **10. Flights**

10.1 Our offers include travel on regularly scheduled flights as well as our special flight programs with Swiss and international airlines. Unless otherwise stated, all flights in our programs are in economy class. Please note that most airlines now offer only non-smoking seats. The published flight schedules, airlines, and aircraft types are subject to change. Airlines often announce the exact flight details only at the time of document delivery. The flight schedules provided with your travel documents are valid at that time but are subject to last-minute changes. If two or more tickets are issued per traveler, Faltin Travel assumes no liability for minimum connection times.

### **10.2 Baggage and Sports Equipment**

Your baggage allowance for economy class flights is 20 kg. For the USA and Canada, different baggage policies apply depending on the airline. Generally, one piece of baggage weighing 23 kg is allowed. Most airlines charge for the second piece of baggage. Binding information can be found on the electronic flight ticket. For most flights, hand luggage is limited to one piece weighing 5–10 kg with maximum dimensions of 56 cm x 45 cm x 25 cm. Please also observe local airport regulations regarding the carrying of liquids in hand luggage. For most of our flights, excess baggage and sports equipment can be transported, but only if pre-registered and for a fee. In many cases, a separate or larger transport vehicle will need to be arranged for transporting your sports equipment (e.g., surfboards, bicycles) between the airport and the hotel. Pre-registration is therefore essential. The additional transport costs will be collected on-site.

### **10.3 Electronic Flight Ticket/E-Ticket**

The electronic flight ticket ensures hassle-free travel. All airlines now operate on a paperless ticket (E-ticket) system. The flight ticket is stored in the airline's reservation and check-in systems. Travelers only need to present their passport or ID at check-in. For flights with airlines offering electronic tickets, Faltin Travel exclusively issues E-tickets.

#### **10.4 Pets**

Pets are generally not allowed in the cabin on special flights. Upon prior registration, they may be transported in the baggage hold, and you are responsible for renting or purchasing the necessary container. The traveler is also responsible for obtaining the required certificates, health certificates, etc. For scheduled flights, conditions are available upon request. Pets are generally not accepted on cruises.

#### **10.5 Group Rates**

Our group trips with scheduled flights are generally based on group rates. This means that all participants must travel together on all flight segments. Deviations, if accepted by the airline, will incur an additional charge, which can be provided upon request. The minimum group size is typically five or more people, depending on the trip.

#### **10.6 Delays**

Even with careful travel planning, Faltin Travel cannot guarantee adherence to schedules. Delays may occur due to heavy traffic, accidents, congestion, airport overload, detours, delayed customs clearance, etc. In such cases, Faltin Travel is not liable. Please account for potential delays when planning your trip.

### **11. Sports Facilities**

Many of our hotels offer a range of sports facilities. The capacity of these facilities is usually limited, and some compromises regarding quality may need to be accepted. These facilities are not always located near the hotel. Additionally, some facilities and equipment belong to third parties, who provide these services in collaboration with or on behalf of our hotels. Faltin Travel has little or no influence over these third-party providers and, therefore, cannot guarantee that you will be able to use the described sports facilities at any given time. If a specific sport is of particular interest to you, please confirm before your departure that it will be available during your stay. Otherwise, we cannot accept liability.

### **12. Data Protection**

#### **12.1 Collection of Information**

Faltin Travel values the privacy and protection of personal data. The company complies with Swiss data protection laws when collecting and using personal information. When you book a trip, the following details are regularly stored in addition to your contact information: travel dates, airline, hotel, itinerary/destination, price, customer requests, details about your fellow travelers, payment information, frequent flyer numbers, birth dates, nationality, language, preferences, and other information you provide. In special circumstances (e.g., accidents during your trip) or in the event of complaints, additional information may be gathered and stored. Phone calls may be monitored or temporarily recorded for quality assurance purposes.

#### **12.2 Disclosure to Third Parties**

Your data may be passed on to third parties in compliance with data protection laws, where they are processed on behalf of Faltin Travel or other companies within the Faltin Travel Group, possibly including data transfers abroad. Your data may also be shared within the Faltin Travel Group and with cooperation partners (if membership exists), where it will be used in the same manner as by Faltin Travel. Your data will be treated confidentially and will not be made accessible to third parties unless required for business purposes, by law, or by authorities. Faltin Travel may also share your address data with third parties for the purpose of updating their own records or those of others. If you wish to refuse this data sharing for updates, please contact Faltin Travel's customer service in Regensdorf.

#### **12.3 Use of Data**

The collected data is processed in good faith and used for business transactions. The Faltin Travel Group may also use your data to provide a market-appropriate offer and for analysis, marketing, and advisory purposes. This allows Faltin Travel to send you offers and information that are personally relevant. Faltin Travel is entitled to update your address data or have it updated by third parties. You may opt out of receiving such information at any time by contacting Faltin Travel's customer service in Regensdorf.

## **12.4 Personal Profiles and Particularly Sensitive Personal Data**

Please note that the data collected may constitute a “personal profile” under Swiss data protection laws, depending on the type and extent of the data. A personal profile is created when data allows an assessment of key aspects of your personality. Faltin Travel owns the data collection and may share it with other companies within the Faltin Travel Group and third parties, where it will be processed on behalf of Faltin Travel or the Faltin Travel Group, possibly including data transfers abroad. By booking, you expressly consent to the processing of a possible personal profile by Faltin Travel and its associated companies. In some cases, Faltin Travel may hold particularly sensitive personal data as defined by Swiss data protection laws, such as dietary preferences indicating religious beliefs or disability information required for trip planning. Such sensitive data will only be used for business purposes and will not be used beyond that. By booking, you give your explicit consent for the processing of particularly sensitive personal data for business purposes by Faltin Travel.

## **12.5 Special Provisions for Flights**

At the request of authorities in certain countries, it may be necessary to transmit specific travel data to them for security and entry purposes. You authorize Faltin Travel and the airline to transmit your personal data (Passenger Name Record, PNR) to such authorities for these purposes, as long as this information is available. This may include your full name, date of birth, home address, telephone numbers, information about your travel companions, booking and ticketing dates, intended travel date, all payment information, travel status and route, frequent flyer number, baggage information, and any changes made to the PNR. You acknowledge that this data may be transmitted to countries where the level of data protection does not match Swiss standards, and you expressly consent to such data transmission.

## **13. Applicable Law and Jurisdiction**

The contractual relationship between you and Faltin Travel is governed exclusively by Swiss law. Any legal claims against Faltin Travel must be filed at its headquarters in Regensdorf.

## **14. Insurance**

### **14.1 Cancellation Insurance / ELVIA Trip Cancellation Full Protection**

At the time of booking, we recommend taking out cancellation insurance/full trip cancellation protection with ELVIA. This insurance does not cover expenses for the cancellation of flights within the USA or Canada, nor for tickets to events (see section 4.3.2). If you already have private insurance coverage, you may sign a waiver form at your booking office.

### **14.2 Processing Fee**

Faltin Travel expressly points out that the processing fee of CHF 50 per person (maximum CHF 100 per booking) is not covered by the cancellation insurance. These fees must be paid in all cases.

### **14.3 Additional Insurance**

Since the liability of travel and transport companies is limited, Faltin Travel recommends obtaining additional insurance coverage. Experience shows that sudden incidents can quickly place travelers in unexpected difficulties. If you become ill or have an accident during your trip, the travel insurance or assistance service will arrange and cover the costs of search and rescue, transportation to a hospital in your destination country, or transportation back to Switzerland. The emergency assistance center of the travel insurance is available 24/7, 365 days a year. It is also highly recommended to take out luggage insurance, which covers costs in case of theft, damage, or destruction of your luggage. The general insurance conditions and terms for each type of insurance can be obtained when taking out one of the above-mentioned policies.

In the event of discrepancies due to differences in wording between the various languages, the German version is authoritative.