

# Appendix IV

# Chur Tourismus City Tours Additional Terms and Conditions

#### 1. Applicability

1.1. The General Terms and Conditions of Chur Tourismus ('CT') apply in advance. The following additional terms and conditions govern the contractual relationship for tours organised through CT.

## 2. Terms and Conditions of Payment

- 2.1. National: by invoice (sent by e-mail after the event) or by digital credit card (Visa or MasterCard) using Graubünden Ferien's (GRF's) booking system. Liability applies in the same manner as the confirmation from CT.
- 2.2. International: digitally by credit card in advance (VISA oder MasterCard). For short-term bookings within two weeks, payment is due immediately and will be charged at the same time as the confirmation from CT. For longer-term bookings, a payment link will be sent by e-mail. Payment must be made before the tor date. In exceptional cases, an invoice can be sent in advance. Once the invoice has been sent, no changes to the booking can be made and the cancellation fee is 100%. CT is not responsible for any bank charges. Invoces are issued in CHF/Swisss francs only.
- 2.3. No cash payments. CT reserves the right to demand cash payments on site for confirmed services or to make out an Invoice in advance.
- 2.4. For advance invoices, payment confirmation must be sent to CT up to three days before the tour date. If payment is not confirmed, immediate credit card payment will automatically take effort. Where changes are made to the booking after the invoice, additional costs are charged at a later date.
- 2.5. All prices are in Swiss francs including VAT.

#### 3. Cancellation costs

- 3.1. If the group does not arrive (a no show) or cancels their booking five or fewer working days before the event: 100% of the tour cost
- 3.2. For cancellations up to six working days before the tour: an administration fee of 50 CHF will be charged
- 3.3. For cancellations up to seven working days before the tour: no charge
- 3.4. Confirmed services of partner institutions (bus companies, restaurants, shops etc.) are subject to the conditions of the company concerned. Any cancellation costs will be passed on directly and at no extra charge.
- 3.5. Cancellations can be sent to CT by e-mail or can be sent to guides by SMS (text message).

## 4. Changes/Transfers of Bookings

4.1. First change:

free

4.2. Each additional change:

- 50 CHF
- 4.3. Changes must be made in writing and can only be made until three days before the tour. Between zero and three working days before the booking is due to take place an administration fee amounting to 50% of the total tour costs will be charged.

### 5. Number of Attendees

5.1. Max. 20 persons per guide or as specified under the relevant topic in the tour terms and conditions. The maximum number of participants is set by the company for quality reasons and due to urban conditions.
If more than the agreed amount of participants attends, we reserve the right to charge for an additional tour or to charge an administrative fee on site.

### 6. Waiting Time for Guides

6.1. Our guides wait for a maximum of 15 minutes on site. If the tour is running late, the time of the tour will be shortened accordingly. Extensions of the tour can be agreed by consulting with the guide. Extensions of the tour by 30 minutes cost 30 CHF/Swiss Francs per guide.

## 7. Programme Changes/Cancellation of Tours through Chur Tourismus

- 7.1. Tours may be changed due to unforeseen circumstances. In this case, CT is willing to provide an equivalent replacement or other suitable solution.
- 7.2. For events of force majeure ('acts of God'), official measures, technical defects, etc. CT can cancel tours and refund the amount paid.

### 8. Weather/Tour Implementation

8.1. Tours take place on foot and in all weather conditions. We recommend wearing appropriate clothing for the weather and, if necessary, to bring protection from the weather (e.g. an umbrella).

### 9. Insurance/Theft

9.1. Insurance is the responsibility of participants. CT is not liable for loss/theft.

### 10. Special Arrangements

10.1. CT may make special arrangements in individual cases. The relevant arrangements on the confirmation form apply.