

# General Terms and Conditions (GTC) of Explorer Circle LLC

(May 2019)

Thank you for your interest and trust. The following general terms and conditions apply to all services provided by Explorer Circle LLC (hereinafter referred to as EXPC).

## 1. Contract conclusion

- 1.1. Registration: Confirmation of a booking made in writing, by telephone, electronically (online), or in person creates a contract between the participant and EXPC. The contract is governed by these GTC. The participant is responsible for giving accurate personal data (name and birth date in accordance with passport information) to EXPC. It is also the participant's responsibility upon receipt of an invoice to check that the information on it is complete and correct. Any inaccuracies must immediately be reported to EXPC. Costs resulting from a failure to report shall be borne by the participant.
- 1.2. Services of other providers (according to the itinerary): Services not arranged or provided by EXPC are governed by the terms and conditions of the respective provider including liability.
- 1.3. Changes: EXPC reserves the right to make additions or deletions the program deemed advisable for the well-being of the group or changes in circumstances.
- 1.4. Promotion materials: The participants agree that EXPC takes photo and video materials during the journey for use of complimentary promotional purposes (particularly social media channels, website, print and digital media). Prior to publication, participants in the pictures will be contacted for approval. The pictures will not be shared with third parties.

## 2. Validity of booked services and payment terms

- 2.1. Validity of booked services: The booked services are valid only on the dates indicated in the chosen itinerary.
- 2.2. Terms and conditions of payment: Payment is made according to the invoice.
- 2.3. Gratuity on the spot: Country-specific tips during the trip (e.g. hotel staff or tour guide) are at own discretion.
- 2.4. Price changes: EXPC may change the price in the following cases:
  - Price changes by transport companies and/or other providers
  - New or increased public taxes or charges (e.g. VAT, airport taxes, safety charges, etc.)
  - Invoice and publication errors

## 3. Entry requirements, medical prevention and leisure time

- 3.1. Generally: The participant is responsible for complying with the individual passport, visa, customs, currency, and vaccination requirements, as well as for obtaining the necessary documents (including checking whether previous country stamps might influence the planned destination entry). Supporting links:
  - Travel and purchases, allowances and duty-free limit: <https://www.ezv.admin.ch/ezv/en/home/information-individuals/travel-and-purchases--allowances-and-duty-free-limit.html>.
  - General country information: <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>
- 3.2. Travel advice and security awareness: It is the participant's responsibility to understand the risks associated while travelling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Furthermore EXPC premises that all participants consult the website of the federal department of foreign affairs (=FDFA) for travel advice and information about the security situation of the travel destination(s): <https://www.eda.admin.ch/eda/en/home/representations-and-travel-advice.html>.
- 3.3. Leisure time: EXPC assumes no responsibility for participants when they are on their own "free time".
- 3.4. Medical prevention
  - Consultation: Participants consult in due time prior to departure their doctor or a centre for disease control and prevention's traveller's health website (e.g. <https://wwwnc.cdc.gov/travel>).
  - Any physical or mental condition requirement special medical attention or equipment must be disclosed in writing as soon as the condition is known to see whether EXPC can help in meeting the special needs.
  - Medication: Tour guides are not allowed to hand out medication because of intolerance or allergic risks (head ache pills included)

## 4. Travel insurance

Inherently insurances are not part of EXPC travel packages, participants are responsible for valid and country-specific insurance arrangements. It is highly recommended that participants arrange a private travel insurance (cancellation costs and travel incidents). The participant furthermore ensures that he has sufficient insurance for accidents and sickness abroad. Important: EXPC recommends that participants read the General Terms and Conditions of Insurance before their departure.

## 5. Code of conduct

Participants will behave in a manner that is respectful of the host culture, its people and laws at all times. EXPC excludes any liability in case of damage occurs due to disregard of the code of conduct.

## 6. Cancellation provisions

6.1. Booking fee: For cancellations prior to payment, a handling fee of CHF 100 per person may be charged by EXPC.

6.2. Reimbursements scheme:

- > 6 months prior to departure: 80% of the payment
- > 3 months prior to departure: 60% of the payment
- > 2 months prior to departure: 40% of the payment
- > 1 month prior to departure: 20% of the payment

6.3. Early return/trip interruption: If the participant interrupts the trip or changes the services agreed during the trip, the participant has no claim to a refund. If the trip is interrupted, or the services are changed, any (additional) costs are borne by the participant.

## 7. Complaints & Liability

7.1. Complaints: Participants who have reason for complaints during the trip, must report the respective points immediately and in written form to the tour guide. The tour guide will attempt to find a suitable solution on site.

7.2. Liability: Liability is inherently limited to double the price of EXPC's package fee. This limitation does not apply to personal injuries nor cases of gross negligence or intent. The claim(s) must be submitted to EXPC in writing as soon as possible but no later than 4 weeks after the end of the trip. All compensation claims become time-barred 2 years after the end of the trip.

7.3. EXPC is not liable if the non-performance or non-pertinent performance of the contract is due to:

- a failure to act on the side of the participant, reckless self-infliction of a participant, as well as issues which shall be represented solely by a participant or which arise/d from the sphere and the risk area of the participant (like disease of a participant);
- unforeseeable or unavoidable omissions and actions by third parties which are not involved in providing the contractually agreed services;
- Force majeure or an event which EXPC, an intermediary, an auxiliary or a service provider could not have foreseen or avoided - notwithstanding the exercise of due care. Consequently, EXPC assumes no responsibility for itinerary changes attributable to natural disasters, regulatory actions, strikes, riots and delays of third parties.

## 8. Ombudsman

If no agreement is reached on a complaint between the participant and EXPC, the participant has the possibility of contacting the independent Ombudsman of the Swiss Travel Industry. The Ombudsman seeks a fair and balanced settlement in any kind of issue arising between participants and EXPC (or the travel agent where the trip was booked).

Ombudsman of the Swiss Travel Industry, P.O. Box, 8038 Zurich

Opening hours: Mo–Fr, 10 a.m. – 4 p.m., tel. 044 485 45 35, [info@ombudsman-touristik.ch](mailto:info@ombudsman-touristik.ch))

## 9. Data Privacy

See private policy on EXPC website: [www.explorer-circle.com](http://www.explorer-circle.com).

## 10. Jurisdiction

The relationship between participants and EXPC is governed exclusively by Swiss law. Actions against EXPC may only be brought at the place of its registered office in Bern, Switzerland.