



# KASOAR TRAVEL

## Terms and Conditions of Contracts and Travel

We thank you for your interest for the travel arrangement proposed by Kasoar Travel Sàrl, hereinafter referred to as KT, and invite you to read the terms and conditions of contracts and travel for package tours and services proposed by KT.

As a user of the services offered by KT, you are hereinafter referred to as "the Traveller", this term including both male and female, single Traveller or group of Travellers.

### **1. What the present terms and conditions of contract and travel settle**

**1.1** These terms and conditions of contract and travel settle the legal relationship between the Traveller and KT with regard to travel arrangements organized by KT or other services offered by KT. They come into force on the day of their publication and replace all the preceding provisions.

**1.2** These terms and conditions of contract and travel do not apply to the following trips and services:

- a) "Flight Only" arrangements provided by KT; in these cases, it is the airlines terms and conditions of contract and carriage that apply.
- b) Travel arrangements or services of other organizers or service providers not affiliated with KT but proposed by KT or one of its booking offices; the contract and travel conditions of these service providers apply. In these cases, KT is not party to the contract and the Traveller cannot therefore avail himself of these general conditions of contract and travel.

### **2. Conclusion of contract**

**2.1** The contract between the Traveller and KT takes effect when the Traveller's registration in writing, by telephone, on

personal presentation at KT or at the booking office, is accepted without reservation. From that moment, the rights and obligations arising from the contract (including these general conditions of contract and travel) take effect both for the Traveller and for KT.

**2.2** The particular wishes of the Traveller form an integral part of the contract only if they are accepted and confirmed without reservation by KT or by the booking office.

### **3. Prices and payment modalities**

#### **3.1 Prices**

Prices for travel arrangements are listed in the brochures, on request and on KT website. Unless otherwise stated, arrangement prices are per person, in Swiss francs (CHF), accommodation in a double room, for the number of participants stipulated.

For price changes, see section 5 below.

#### **3.2 Down payment**

The following down payments must be settled as soon as KT or the booking office has accepted without restriction the Traveller's registration: a deposit per person of 1/3 (one third) of the package price, but at least CHF 2000.- (two thousand francs). The deposit must be paid in cash in return

for a receipt at the booking office, or on KT bank account, indicated by KT.

If KT or the booking office does not receive down payment within the prescribed time, KT may refuse the travel services and claim the cancellation fees according to section 4.3 below.

This section doesn't apply to DMCs.

### **3.3 Payment of the balance**

The balance of the trip price must be received by KT or the booking office no later than 60 days before departure. If the payment is not made in time, KT can refuse the travel services and claim the cancellation fee according to section 4.2 below.

Unless otherwise agreed, travel documents will be delivered or sent to the Traveller upon receipt of the full amount invoiced.

### **3.4 Short-Term Reservations**

If the Traveller books his/her trip less than a month before the departure date, the total amount of the invoice must be paid at the time of booking.

### **3.5 Booking fees; fees in case of short-term reservation**

If the Traveller wishes to book an arrangement on land (without carriage to and from Switzerland), KT reserves the right to charge a reservation fee of CHF 200.- (two hundred francs) per person, up to a maximum of CHF 500.- (five hundred francs) per booking. The same regulations apply for hotel stays, up to seven nights only.

If the Traveller reserves his/her trip less than one month before the departure date, additional steps relating to the confirmation of reservations with hotels, airlines, etc., must be made by KT. In this case, any related costs (telephone, fax, telex or telegrams) may then be charged to the Traveller.

This section doesn't apply to DMCs.

### **3.6 Participation in the costs of your reservation for advice and reservations**

The attention of the Traveller is drawn to the fact that KT or the booking office of the Traveller may collect, in addition to the

prices mentioned in the brochures, a participation fee for advice and reservations. This section doesn't apply to DMCs.

## **4. Conditions of cancellation and modification**

### **4.1 General**

If the Traveller cancels the trip or wishes to change the booked trip, he/she must notify it personally or by registered letter to KT or the booking office. In this case, the travel documents already received must be returned simultaneously to KT or the booking office.

### **4.2 File fees**

In the event of cancellation, modification or transfer of the travel reservation by the Traveller, a sum of CHF 300.- (three hundred francs) per person, a maximum of CHF 800.- (eight hundred francs) per booking as file fees (see also section 4.3 below).

These file fees are not covered by the compulsory cancellation insurance (see section 11 below).

This section doesn't apply to DMCs.

### **4.3.1 Cancellation fees**

If the Traveller cancels his/her trip, or if the Traveller requests any modification and/or change of reservation whatsoever, KT reserves the right to charge, in addition to the file establishment fee (figure 4.2 above), an indemnity calculated as due in percent of the lump sum price (see below). These conditions are also applicable when making changes to the planned trip.

Cancellation policy for all packages:

- up to 60 days before departure: 10% of the package price;
- 59 - 30 days before departure: 30% of the package price;
- 29 - 16 days before departure: 60% of the package price;
- From 15 days before departure 100% of the package price;

A late arrival from the plane, a no-show at the start of the trip, or a presentation with non-valid travel documents does not entitle you to any refund.

In the event of failure to register the Traveller at the place of departure of the air travel package, 100% of the amount of the trip will be retained.

The cancellation and travel insurance is never refundable regardless of the cancellation date. The cancellation or change announcement at the booking office is the basis for determining the cancellation or change date. If it is made on a Saturday, Sunday or public holiday, the next business day shall prevail.

#### **4.3.2 Special cancellation fees**

Some trips include hotel stays in establishments that have their own cancellation policies that may differ from KT terms. In this case, the latter will be taken into account and applied.

#### **4.4 Insurance cancellation fees**

In cases of urgent necessity, cancellation fees are covered by cancellation insurance, provided that the Traveller has concluded such insurance. The benefits are based on the clauses of the insurance policy. If the Traveller has not concluded cancellation fee insurance yet, he/she may contact KT or the booking office at least 30 days prior to departure.

#### **4.5 Replacement Traveller**

If the Traveller is obliged to give up his trip, he has the option to transfer his reservation to a third person. The replacement Traveller must accept the contract with the stipulated terms. He/she must also meet the particular requirements of the trip (state of health, etc.) and no legal prescription or official provision should oppose his participation. For certain journeys, it is not possible, considering the particular conditions of transport, to modify the reservation or, if necessary, only until a certain date.

A replacement Traveller is usually approved after agreement with KT or the booking office and according to the

organizational possibilities of KT (time to obtain visas, special permits, preparation of new documents, etc.).

The file fees (section 4.2 above) and any additional costs are the responsibility of the Traveller and the replacement Traveller depending on the steps taken for one or the other. If a replacement Traveller agrees to the contract, the Traveller and he/she are jointly liable for the payment of the trip price.

KT will advise the Traveller in a timely manner if the proposed replacement Traveller can participate in the trip. A review of the case (which may take several days in high season) is particularly necessary for trips involving special criteria.

If the Traveller nominates the replacement Traveller too late or he/she cannot take part to the trip due to travel criteria, official regulations, legal requirements, etc., the Traveller cancellation date will be considered as official cancellation (sections 4.2 and 4.3 above).

### **5. Changes to prospectuses, prices, or transports**

#### **5.1 Amendments prior to the conclusion of the contract**

KT expressly reserves the right to change the details of the prospectus, the description of services, the prices listed in the brochures and rates before the Traveller booking. If necessary, KT or the booking office will notify the Traveller of these changes before the conclusion of the contract.

#### **5.2 Price changes subsequent to the conclusion of the contract**

It is possible, in exceptional cases, that the agreed price must be increased. Price increases may occur after:

- a) An increase subsequent to the confirmation of the cost of transport (including fuel price);
- b) The introduction or increase of official taxes and fees (airport, landing,

disembarkation or embarkation fees, etc.);

- c) A considerable change in exchange rates;
- d) Price increases following official measures (VAT, government taxes, etc.).

If the cost of the services included in the trip increases, it can be passed on the Traveller and the price of the trip is increased accordingly. KT will apply the price increase no later than 15 days before departure. If the increase exceeds 10%, the Traveller may exercise the rights stipulated under section 5.4 below.

### **5.3 Program changes or transportation changes between booking and departure date**

If unforeseen or unavoidable costs, or security reasons require so, KT reserves the right to modify, in the interest of the Traveller, the travel program or certain agreed services (ex. accommodation, mode of transport, flights companies, flight hours, route, etc.). KT will do its best to offer to the Traveller services of equivalent quality as replacement. KT will inform the Traveller as soon as possible of such changes and their impact on the price.

### **5.4 Rights of the trip participant in case of program or price changes after the conclusion of the contract**

If changes in program or certain agreed services significantly alter an essential element of the contract or if the price increase exceeds 10%, the Traveller has the following rights:

- a) He/she can accept the modification of the contract;
- b) He/she may terminate the contract in writing within five days after receipt of KT communication and the price of the trip already paid will be refunded immediately;
- c) He/she may notify KT within five days of receipt of KT communication that he/she wishes to participate to one of the equivalent replacement trips proposed. KT will do its best to submit a trip that suits him/her. If the

replacement trip is cheaper, the difference in price will be refunded. If it is more expensive, only half of the difference with the initially agreed price will be charged.

In the absence of any news from the Traveller on the basis of paragraphs (b) and (c) above, KT will admit that the Traveller accepts the price increase, the modification of the program or the change of certain agreed services (the stamp of the Swiss Post is the only valid for the five-days period).

## **6. Trip Cancellation by KT, impediment to travel, interruption of trip**

### **6.1 Cancellation for reasons attributable to the Traveller**

KT is entitled to cancel the trip if, by his/her acts or omissions, the Traveller gives KT a valid reason. KT will refund in this case the price of the trip already paid, any other claim on the part of the Traveller being excluded. Cancellation fees according to 4.2 and following and any other claim for damages remain reserved.

### **6.2 Minimum number of participants**

Some trips proposed by KT (ex. group travel) involve a minimum number of participants, always indicated in the publication of the trip. If the number of persons registered for the trip is less than the minimum number of participants required, KT may cancel the trip at least 15 days before the scheduled departure date. In this case, the rights of the Traveller are those mentioned in section 5.4 above, any other claim against KT being excluded.

### **6.3 Cases of force majeure, strikes**

Cases of force majeure (natural disasters, epidemics, social unrest, etc.), measures taken by the authorities, or strikes may force KT to cancel the trip. In this case, KT will inform the Traveller as soon as possible.

If the trip is cancelled, KT will do its best to offer the Traveller a replacement trip of equivalent quality. If the Traveller participates in the replacement trip, the

price already paid will be charged to the price of the replacement trip and any price difference will be refunded. If the Traveller does not wish to participate in the replacement trip, the price of the trip already paid will be reimbursed. Any other claim on the part of the Traveller is excluded. (For the procedure, see section 5.4 above).

#### **6.4 Cancellation of travel by KT for other reasons**

KT has the right to cancel the trip for other reasons. In this case, the Traveller will be informed as soon as possible and he/she will be able to assert his/her rights in accordance with section 5.4 above.

#### **7. Program changes, lack of services during the trip**

**7.1** If a modification of the program occurs during the trip, significantly affecting part of the agreed trip, KT will provide the Traveller with a possible difference between the agreed price of the trip and that of the services provided.

**7.2** If a significant portion of the trip is cancelled, or if the Traveller refuses, for major reasons, the program changes planned to make up for the cancellation, KT travel guide, local KT branch or the service provider will help him/her to arrange repatriation.

KT will give the Traveller the difference between the price paid for the trip and the price of the services provided.

**7.3** If the Traveller program has to be modified, altered or interrupted while travelling for reasons not attributable to KT such as weather or climate problems, natural disasters, (ex. impossibility to complete trekking due to earthquake or volcanic eruption), strikes, demonstrations, wars, etc., KT will in no way be held responsible and the Traveller cannot claim any refund from KT.

KT Travel Guide, KT local agency or the service provider will do their best to find an equivalent alternative, without any warranty.

Any other claim for damages will be settled by the section 10 (see below).

#### **8. Early termination of the trip**

If the Traveller is obliged to interrupt the trip prematurely for any reason, the price of the travel arrangement will not be reimbursed.

In urgent cases (ex. illness or accident of the person concerned, serious illness or death of a close relative), the travel guide, the KT local agency or the service provider will assist the Traveller as much as possible to organize his/her earlier return. In this regard, the attention of the Traveller is drawn to the terms of the recommended cancellation insurance, and repatriation costs (see section 11 below).

#### **9. Claim on the part of the traveller**

##### **9.1 Complaint and request for assistance**

If the trip does not correspond to what has been agreed by contract or if the Traveller suffers material damage attributable to KT, he/she has the right and the duty to address immediately to the KT guide, the KT local agency or the service provider a claim about the defect found or the damage suffered and request that it be remedied free of charge.

**9.2** KT guide, KT local agency or service provider will do their best to address the claim in a timely manner. If no assistance is provided within an appropriate period, or if it proves impossible or insufficient, the Traveller must receive in writing the details of the deficiencies invoked or the damage suffered, as well as the lack of assistance, by KT guide, KT local agency or service provider. KT guide, KT local agency or the service provider are required to prepare a written report of the facts and to record the claim; however, they are not entitled to recognize any claim for damages.

The foregoing is an essential condition for the Traveller to be able to assert his claim at a later date and, in most cases, also makes it possible to remedy the defect complained of.

### **9.3 Personal intervention**

If no assistance is provided to the Traveller within an appropriate period and if it is not a minor defect, the Traveller has the right to remedy the default himself. The costs he/she will have to cover will be reimbursed based on receipts as part of the services originally agreed (category of hotels, means of transport, etc.); this will only happen if the Traveller has filed a claim regarding the default, with request for written confirmation (sections 9.1 and 9.2 above). (For the amount of the damages refer to section 10 below).

### **9.4 How to assert one's claims to KT?**

If the Traveller wishes to avail him/herself of defects, request refunds or damages from KT, he must address his claim in writing to KT head office within thirty days of his/her return. The claim must be accompanied by the confirmation of the KT guide, the KT local agency or the service provider, as well as any supporting documents.

## **10. Liability of KT**

### **10.1 General**

KT will compensate the Traveller for the value of the agreed services that have not been or have not been correctly provided, or additional expenses of the Traveller, to the extent that KT guide, KT local agency or the service provider has not been able to offer on-site replacement service of equivalent quality. (For the amount of the claims, see section 10.2.4 below).

### **10.2 Limitation and exclusion of liability**

#### **10.2.1 International conventions**

If international agreements provide for limitations to compensation for damages resulting from the breach or imperfect performance of the contract, KT is entitled to rely on it and its liability shall be limited to the provisions contained in the agreements in question.

In particular, there are international conventions providing for restrictions of liability for transport (air traffic, navigation on the high seas, rail traffic).

#### **10.2.2 Exclusion of liability**

In accordance with section 6 above, KT assumes no liability to the Traveller for the imperfect execution of the contract due to the following causes:

- a) Breaches of the Traveller before or during the trip;
- b) Unforeseeable or insurmountable failures attributable to a third party outside the provision of the services provided in the contract;
- c) Force majeure or event that KT, the booking office or the service provider, despite all due diligence, could not foresee and/or against which they could not do anything. In this case, any liability for damages from KT is excluded.

#### **10.2.3 Bodily injury, accidents, illnesses**

KT is liable for body injury, death, injury and illness resulting from non-performance or improper performance of the contract, provided that the damage is the result of a fault of KT or its service providers.

The provisions of the international conventions remain reserved (figure 10.2.1).

It should be noted that KT can in no way be held responsible for accidents or damage occurring during "extreme" activities such as caving, canyoning, rafting, abseiling, climbing (including trees) or any other activities recognized as such by KT third-party liability insurance, even under the assistance or supervision of a KT guide or service provider. If such activities are carried out, the Traveller takes part at his/her own risk.

#### **10.2.4 Property damages**

KT liability shall be limited to the amount of the trip price to the maximum for property damages resulting from non-performance or improper performance of the contract, unless the damage was caused intentionally or by gross negligence or as a result of a case of force majeure within the meaning of section 6 above.

The lower limitations of liability stipulated by international conventions remain reserved.

### **10.3 Optional programs during the trip**

In addition to the agreed travel program, it is possible to register during the trip for events, special events or local excursions not included in the KT program. It is not excluded that such events or excursions carry certain risks. The Traveller assumes sole responsibility for deciding to participate in such events or excursions and the risks that may result. These terms and conditions of contract and travel apply to events and excursions organized by KT only. If these events and excursions are organized by third parties and if KT guide or KT local agency have merely acted as intermediaries, the Traveller cannot avail himself of them.

### **11. Insurance**

Cancellation insurance is recommended for any arrangement of seven days or more. It applies when the trip must be canceled or delayed because an insured person or a relative fall ill, is the victim of an accident or dies (proof such as detailed medical certificate, death certificate and other official attestations are essential), in the event of damage of the property of the insured, force majeure, strikes or disturbances of any kind within the meaning of section 6 above. The file fees are not covered.

The liability of travel, transport and aviation companies is limited, which is why it is recommended to conclude a supplementary insurance to the compulsory cancellation insurance covering the loss or theft of luggage, accidents, illnesses, special costs of rescue and repatriation, etc.

### **12. Entry, visa and health requirements**

**12.1** The Traveller will find the particulars of passport and entry requirements in the travel publication. They are valid for Swiss citizens. Citizens of other countries should check with KT or their booking office or the relevant consulate for the provisions applicable to them.

**12.2** The Traveller is personally responsible for the preparation or extension of travel documents, as well as the visa application(s) required. If a travel document cannot be obtained or if it is issued too late and the

Traveller is therefore obliged to give up the trip, the cancellation clauses apply.

**12.3** Travellers are personally responsible for observing entry, health and currency requirements. The Traveller is required to check before departure whether he carries with him all the required documents.

**12.4** KT makes the Traveller aware that, in the event of a refusal to enter the country, the cost of the return trip will be charged to him/her. KT also expressly draws the Traveller's attention to the legal provisions sanctioning imports of goods and other prohibited imports.

### **13. Reconfirmation of airline tickets**

The Traveller is personally responsible for the possible reconfirmation of the return flight for unaccompanied trips. The travel documentation gives him useful indications. The absence of reconfirmation may result in the loss of the right to transport, the possible additional costs to be charged to the Traveller.

### **14. Single Traveller - single room**

KT cannot give any guarantee regarding individual rooms during tours or hikes as they only exist in a limited number of hotels. If no single room is available, despite a confirmation from the hotel, the Traveller has the right to ask KT for a refund of single room supplement already paid. If the Traveller travels alone and KT does not find him/her a partner for the room or the tent, an individual room or tent will be allocated to him/her, for a corresponding price supplement.

KT points out that individual rooms do not always offer the same comfort as twin rooms, despite sometimes expensive price supplements.

The interior layout of a single room often does not match that of a double room. In addition, a single room may be less well located in the hotel complex than a double room.

## **15. Ombudsman**

**15.1** Before submitting a dispute to a court, the Traveller must contact the Independent Ombudsman of the Travel Sector. The ombudsmann will endeavor to find a fair solution to resolve any dispute that may arise between the Traveller and KT or the travel agency with which the Traveller has made his reservation.

### **15.2** Address of the Ombudsman

Ombudsman of the Swiss Federation of Travel Agencies, PO Box 383, CH-8034 Zürich  
[www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch)

## **16. Applicable law and jurisdiction**

**16.1** Only the Swiss law is applicable to KT legal relationships and its contractual partners.

**16.2** For all disputes related to the interpretation or execution of contracts signed with KT, the place of jurisdiction is at the registered office of the company.



**KASOAR**  
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