

General Terms and Conditions of Inner Journey GmbH

We thank you for your interest and your trust. The following general terms and conditions apply to all services provided by Inner Journey GmbH (hereinafter referred to as IJG).

1 Conclusion of contract

1.1 Registration: With the confirmation of the written, telephone, electronic (online) or verbal booking, a contract is concluded between the customer and IJG. The General Terms and Conditions herein apply to this contract. The customer accepts receipt of and the content of these terms and conditions, at the latest at payment of the invoice (including deposit). The customer is responsible for providing IJG with the correct personal data (name and date of birth as stated in the passport). It is also the responsibility of the customer to check all information for completeness and correctness after receiving the invoice / confirmation. Discrepancies must be reported to IJG immediately. Follow-up costs resulting from failure to report are borne by the customer.

1.2 Flight-only bookings: For all flight-only bookings brokered by IJG, the travel and contractual conditions of the respective airlines apply. It should be noted that the contract between the customer and the airline is only concluded when the flight tickets are issued. Any changes made by the airline shall be borne by the customer until the ticket is issued.

1.3 Services from other organizers: For services that are not organized and provided by IJG, the general travel and contractual conditions of the respective organizer apply.

2 Terms of payment and Prices

2.1 Terms of payment: Deposit is payable upon receipt of the invoice / confirmation as stated on the invoice / confirmation.

Remaining payment, unless otherwise noted on the invoice / confirmation, is payable no later than 30 days before departure. When booking online at www.innerjourney.ch, payment is due immediately and the travel documents are issued immediately.

2.2 Price changes: IJG reserves the right to correct prices in the following cases:

- Price changes from transport companies and / or other service providers
- New or increased government taxes or fees (e.g. VAT, airport taxes, security fees, etc.)
- Obvious printing and publication errors

3 Validity of booked services

The services booked are only valid on the dates listed on the invoice / confirmation.

3.1 Validity of flight tickets: The flight tickets are generally only valid for transport with the airlines concerned. Rebookings to other airlines, route changes or additional stopovers are no longer possible en route. Flight tickets must be used in full and in the order booked. Failure to use individual flight routes can lead to the loss of the right to use all booked flights or to a recalculation of the ticket price by the airline. This can be higher than the price of the originally booked flight ticket.

4 Return journey / onward journey / current flight times

Due to any possible changes to the flight plan at short notice, IJG recommends checking the current flight times at least 72 hours before each flight with the airline. Missed flights can lead to the loss of the right to use all booked flights; any additional costs are borne by the customer.

5 Service taxes and reservation fees

As a contribution to costs associated with customer money protection / travel guarantee, liability, individual travel and flat-rate arrangements, a service tax of CHF 40.– per person is levied. For last-minute offers, a fee of CHF 50.– per person (max. CHF 100.– per dossier) is charged. When booking services without a flight (e.g. hotels, rental cars, buses, etc.), the reservation fee is CHF 100.– per reservation (also applies if the flight was booked online at www.innerjourney.ch).

6 Rebooking

Rebooking requests from the customer must be made in writing.

6.1 Rebooking of services with airlines, tour operators and third-party providers:

For changes to the data before the travel documents are issued, depending on the airline, operator or third party, a rebooking fee of at least CHF 100.– per person and service (def. fees on request) will be charged. After the travel documents have been issued, rebooking before the start of the journey is considered a cancellation, as the documents must be reissued. In such cases, the cancellation costs listed on the invoice / confirmation arise. After the start of the journey, the rebooking fees according to the invoice / confirmation apply.

7 Cancellation provisions

7.1 General provisions:

In the event of a cancellation before departure, the minimum processing fee that IJG will charge is CHF 80.– per person and per service cancelled, in addition to the costs mentioned under 7.2 to 7.6. The processing fee will not be refunded in the event of a cancellation.

7.2 Scheduled flight: The cancellation cost will be at least CHF 400.– per person. The cancellation costs applicable to the respective booking are noted on the invoice / confirmation. No-shows at the airport can result in cancellation costs of up to 100% of the cost of the flight.

7.3 Charter flight: The cancellation costs vary depending on the service booked and the organizer. The cancellation costs applicable to the respective booking are noted on the invoice / confirmation.

7.4 Land services (camper, rental car, etc.):

The cancellation costs vary depending on the service booked and the organizer. The compensation is calculated as follows: after the customer's written declaration of withdrawal is sent: up to the 45th day before departure - 30%;

from 44th to 30th day before departure - 50%; from 29th to 11th day before departure - 70%; from the 10th day before departure - 95% of the cost of the trip (otherwise referred to as the travel price).

7.5 Package tours, bus tours and other types of travel:

The compensation is calculated as follows after the customer's written declaration of cancellation is sent: up to the 45th day before the start of the journey - 30%; from 44th to 30th day before departure - 50%; from 29th to 11th day before departure - 70%; from the 10th day before departure, 95% of the cost of the trip.

7.6 Early return / trip interruption: If the customer interrupts his trip or changes services during the trip, there is no right to a refund. If the trip is interrupted or the travel services are changed, the (additional) costs are borne by the customer.

7.7 Withdrawal due to not reaching the minimum number of participants:

IJG can withdraw from the contract if it has not reached the minimum number of participants stated in the respective travel advertisement. A withdrawal must be declared to the customer no later than the 30th day before the agreed start of the journey. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, IJG must immediately exercise its right of withdrawal. If the trip is not carried out for this reason, the customer will receive a full refund.

7.8 Termination for behavioural reasons:

IJG can terminate the travel contract without observing a notice period if the customer continues to disrupt the trip, regardless of having been warned by the tour operator of such disturbance, or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. If IJG terminates this contract, it retains the right to the full payment made for the travel price.

8 Delivery of travel documents

The travel documents will be sent to the customer by post and / or email at the latest one week before departure and after receipt of payment. The customer is obliged to check the documents for correctness and completeness.

9 Refunds of airline tickets

For completely unused tickets that are submitted for reimbursement during their period of validity, a reimbursement may be possible (depending on the flight fare). The conditions and the procedure vary depending on the airline and the processing time can take several months. The processing costs deducted by the airlines and organizers can be very high. Refunds are generally not possible on unused sections.

10 Loss of travel documents

IJG recommends that you keep copies of your travel documents on paper and / or electronically. If the travel documents are lost, IJG assumes no liability.

11 Travel Insurance

We strongly recommend that you take out travel insurance (cancellation costs and travel incidents). Such insurance should be taken out privately before booking the trip. By taking note of this paragraph, the customer confirms that he has sufficient private insurance cover. The customer ensures that he is adequately insured against accidents and illnesses abroad. Important: IJG recommends that customers inform themselves about the General Insurance Conditions (AVB) before departure.

12 Passport, visa, vaccinations

The customer is responsible for compliance with the individual passport, visa, customs, foreign currency and vaccination regulations and for obtaining the necessary documents. IJG does not provide any services for obtaining entry visas. For this service, the customer can contact other providers or organize the visa himself. IJG assumes no liability:

- for late or incorrectly issued visas as well as for non-approved visas
- for damaged / lost / delayed delivery of documents by third-party companies (e.g. embassies, post, courier services) and the resulting consequences and costs. If the documents are damaged or lost by IJG, IJG is only liable for the costs of obtaining the documents and visas again.

13 Securing customer funds

IJG guarantees the amounts paid in connection with a tour package.

14 Complaints

14.1 Complaints on site and request remedial action:

If the customer has any complaints during the trip, these must be reported immediately to the tour guide, the local representative or the service provider concerned (e.g. hotel). This usually enables a remedy on site.

14.2 If no solution is found on site: If no on-site remedial action is possible, the customer must request written confirmation that includes the complaint and its content. Tour guides, local representatives and service providers are not entitled to recognize claims for damages.

14.3 After the return journey: If no satisfactory solution was found on site, the customer must submit the complaint and the confirmation of the service provider in writing to IJG within 10 days of the return journey. If these conditions are not adhered to, all claims will expire.

15 Liability

IJG's liability is limited to a maximum of twice the total travel price. This limitation does not apply to personal injury, nor in the event of wilful intent or gross negligence. Claims must be submitted in writing to IJG no later than 2 weeks after the end of the trip; otherwise the claim is forfeited. All claims for damages expire within 1 year after the end of the trip.

15.1 Exclusions of liability: IJG is not liable if the non-performance or improper performance of the contract is due to

- failures on the part of customers;
- unforeseeable or unavoidable negligence by a third party who is not involved in the provision of the contractually agreed services;
- Force majeure or an event that IJG or a service provider despite all due care could not foresee or avert.

IJG is therefore not liable for changes in the itinerary due to strikes, unrest, weather conditions, official measures, delays by third parties, pandemics and epidemics etc., and for program changes as a result of changes to the flight plan.

16 Ombudsman

If there is no agreement between the customer and IJG in the event of a complaint, the customer has the option of contacting the independent ombudsman for the Swiss travel industry. The ombudsman endeavours to reach a fair and balanced agreement on any kind of problem between the customer and IJG (or the travel agency with which the trip was booked). The address of the ombudsman is: Ombudsman for the Swiss Travel Industry, PO Box, 8038 Zurich. Mon-Fri 10.00 a.m. - 4.00 p.m., phone 044 485 45 35, fax 044 485 45 30, info@ombudsmantouristik.ch

17 Data protection

17.1 Your data: IJG needs various data from you and your fellow travellers (such as first and last name, date of birth, address, telephone number, etc.) for the correct processing of the contract. IJG is subject to the Swiss Data Protection Act. IJG is obliged to keep your data safe and store it in Switzerland.

17.2 Transmission to service providers and authorities:

IJG only forwards your data insofar as necessary to process the contract with the service providers. These service providers can be located abroad, where data protection may not necessarily correspond to Swiss standards. Both IJG and the service provider may be obliged to forward your data to (foreign) authorities due to statutory provisions or official orders.

This applies in particular, but not exclusively, to air travel to the USA (Advance Passenger Information System [APIS], or TSA Secure Flight Program) or vacation rental companies and hoteliers.

17.3 Particularly sensitive personal data:

Depending on the services booked, IJG may have to collect particularly sensitive personal data. For example, if you have a specific request regarding your food due to your religious beliefs. Such data is usually sent to the service provider so that they can provide their service according to the contract. In addition, under certain circumstances IJG may need to forward this data to government agencies due to legal obligations or official orders. By providing IJG with such information, you expressly authorize IJG to use this information in accordance with this provision.

17.4 Information about our offers / programs:

IJG reserves the right to inform you about IJG programs and trips in the future. You can cancel this service at any time.

17.5 Enforcement of rights: IJG reserves the right to pass on your data to authorities and third parties in order to enforce the legitimate interests of IJG. The same applies if a criminal offense is suspected.

17.6 Questions about data protection: If you have any questions about data protection, would like to inspect the data stored by us or cancel our information service, please send an email to: info@innerjourney.ch

18 Place of Jurisdiction

In the relationship between the customer and IJG, Swiss law is exclusively applicable. The place of jurisdiction is Zurich, Switzerland. September 2020