

General conditions of the contract and travel terms (AVRB) of the Element Called Water GmbH.

## 1. Object and applicability of the conditions of the contract and travel terms

1. 1 These conditions of the contract and travel terms regulate the legal relations between you and us Element Called Water GmbH (in other mentions ECW called) for travel services from the travel event offer which is published on the Internet or somewhere else. They are valid for the special trips which are published in the respective pamphlet, flyer or with partners to corresponding ones in it at most aberrantly for published or complementary conditions.
2. 2 Are given for you by the reservation place travel arrangements or single achievements of other tour operators or service enterprises, we are not (ECW) contracting partners, and their own conditions of the contract and travel terms are valid it. For in addition provided transport achievements (flight notes, ship, road, coach tickets, rent of vehicles etc. ) as well as for all the other achievements which are produced by third are valid the conditions of the contract and travel terms as well as the restrictions of liability of the respective transportation company, official supplier or renter. In all these cases our achievement limits itself to it, to you against remuneration (Order-all-inclusive and commission) from third parties (tour operator; to provide transportation company and other suppliers) for offered achievements according to your order. Our own achievement limits itself in these cases to the dutiful mediation of the suitable contract and, with suitable authority for your part, on end in your name. We assume no liability for the achievements produced by the third parties in these cases. The following conditions of the contract and travel terms find no use in all these cases; the following figures 2, 4. 3, 5, 9, 13, 14, 16. 1, 16. 2, 16. 3, 17, 18 and 19 which find analogously use are excluded.

## 2. Completion of the contract

2. 1 The contract between you and us (element Called Water) comes about with the confirmation of theirs personal, telephone, written or electronic (on-line) registration (reservation). If the booking person announces other travel participants, she answers for their contract duties (in particular payment of the travel price) like for her own obligations. These AVRB are valid for all travel participants.

2. 2 If your reservation occurs at first temporarily, the contract comes about between you and us – vorbehältlich of your former explicit and definitive approval – at the latest if you do not cancel the temporary reservation personally, by telephone or in writing at your reservation place within three working days after the day of the reservation.

### 2. 3 Cancellation with Internet reservations

You can revoke the reservations which are effected on Internet vorbehältlich figure 7. 1 in the following within 7 days after their sending in writing. The term is kept if the cancellation explanation is handed over on the seventh day of the post or is sent on electronic way. With cancellation both parties must already refund received achievements. They have to substitute us, in addition, for our displays and for expenditures. Other displays reserve, we settle to you a handling charge of 100 fr per person, only however, from 200 fr per order. For the reservations which occur 14 days or less before departure, and the above regulation is not valid for reservations on inquiry. The annulment regulations are valid it according to figure 7.

2. 4 After the reservation you receive over your reservation place the travel confirmation which contains all essential information about the achievements booked by you. Possible divergences to your registration must be immediately informed of us, because otherwise you become liable for costs for possible changes in accordance with the regulations in figure 7.

## 3. Achievements

3. 1 We undertake to fulfil the promised achievements of the trip according to the achievement description in the advertising valid at the time of your reservation and the confirmation carefully.

3. 2 For the achievement to be produced exclusively our publication is authoritative in the respective prospectus, advertisement or on the Internet. Other prospectuses and not from us produced information, Internet sites of achievement suppliers or own inquiries with the achievement partner are not an object of the travel contract, and we do not stick for the information contained in it.

3. 3 The achievements begin in each case published or confirmed arrival, date of departure. You are responsible for the timely arrival yourselves.

3. 4 The special wishes which are merely noted on the confirmation are basically non-binding and not contract component.

3. 5 As a travel participant you undertake to pay the all-inclusive price agreed for the trip as well as possible special achievements not included in the all-inclusive price (e. g. , insurance premiums, security and airport rates, visa fees, excursions, fees for invoiced extra achievements), to keep to the methods of payment, to procure the necessary, personal travel documents and to keep to the in each case valid passport regulations, visas regulations, inch regulations, foreign currency regulations and to health regulations of the travel country.

#### 4. Prices

4. 1 Where differently does not mention, the prices per person get on in euro. You can take the prices from our advertising with the respective offer or the matching price-list. The validity of the written out prices of the lengthening and the maximum duration of stay can be limited.

4. 2 The published prices of an offer (e. g. , in the pamphlet, Internet) become with the New edition of the same offer (e. g. , pamphlet, Internet) for newly booking customers invalid. The prices valid with the reservation are authoritative in each case.

4. 3 Their reservation place can settle in addition to the published travel price an order-all-inclusive and cost shares for the reservation and treatment. On the payment with credit cards a surcharge can be raised. The fee regulation lies in your reservation place and is announced to you at the same time with the travel price.

#### 5. Payment terms

After the reservation, respectively with preservation of the calculation the total is to be occurred at the latest 4 weeks before departure and to pay. Not timely payments entitle us to discontinue the travel contract without other Fristansetzung and to refuse the travel achievements. By the notice originating costs go to your loads.

#### 6. Price changes

It is possible that must be changed in the pamphlets and on the Internet to published prices, in particular in the following cases:

– with additional price increases or rate changes of independent transportation companies (e. g. , fuel surcharges) around

more than 1 percent since the time of the completion of the contract

- by rise or product launch of state deliveries and fees (e. g. , security and airport rates)
- with by the state ordered price increases (e. g. , value added tax etc. )
- by exchange rate changes about more than 1 percent since the time of the completion of the contract

In these cases we reserve ourselves, price increases weiterzubelasten, however, at the latest 24 days before the agreed travel appointment. If the price increase exceeds 10% of the published and confirmed all-inclusive price, you have the right to withdraw within 5 days free of charge from the contract or without transferring add-on costs to an other trip at most offered by us. Already made payments are refunded to you in case of the resignation as quickly as possible without any deduction.

## 7. They cannot start your trip or change your order

### 7. 1 Annulment

If you cannot start the trip in the agreed travel appointment, you must inform of this your reservation place or us immediately personally, by means of enrolled letter or e-mail and under addition resp. of separate return already of handed over travel documents. Together with the handling charge of 100 fr per person, only however, 200 fr per order, you pay (vorbehältlich figure 9) according to date of the annulment of the trip the below performed annulment costs (percentages or all-inclusive). With non-relation of the achievement or non-beginning of the trip (No show), to late appearance at the takeoff or departure place or missing the takeoff or the departure because of insufficient travel papers etc. we settle 100% of the arrangement or achievement price. Their reservation place can settle, in addition, cost shares for the treatment (see figure 4. 3). For the calculation of the annulment costs the date of receipt of your annulment is authoritative with us or your reservation place.

7. 1. 1 This is valid for all element Called Water offers:

To 14 days before arrival appointment: 20% of the price

To 7 days before arrival appointment: 50% of the price

To 2 days before arrival appointment: 90% of the price

Afterwards 100% of the price

### 7. 2 Spare person

If you should be prevented, you can let under the following conditions a spare person start your trip:

- the spare person takes over the travel arrangement to the equal conditions as they were agreed with you;

No official orders, legal regulations or rate regulations of the participation of the spare person stand in the way;

– e. g. , the involved enterprises or achievement bearers accept the changes linked with it;

– the spare person fulfils the special travel requirements (passport, visas, vaccination regulations);

– the spare person takes over all add-on costs resulting with the transfer posting (e. g. , from other achievement bearers as a result of the transfer posting to upraised fees and prize impacts);

– They stick to us or the reservation place, if this party to a contract is, together with the spare person personally and in solidarity for the payment of the agreed price of the travel arrangement and everybody by this transfer posting on the spare person to originating add-on costs.

We decide on the question whether these conditions are fulfilled after dutiful judgement.

For the transfer posting a transfer posting fee of 100 fr per person who is to be paid with the registration of the transfer posting is loaded to you. This transfer posting fee is to be paid in addition to add-on costs possible originating from the transfer posting. The entry of a spare person is allowed under reservation of the organizational possibilities at the latest two days before the travel beginning.

### 7. 3 Changes and transfer postings

For name changes, transfer postings of the travel date, the destination, the place of the travel beginning or the lodging after completion of the contract we load you with a fee of 100 fr per person, however, at most 200 fr per order change or transfer postings – often in connection with part annulments – can cause add-on costs (e. g. , non-achievement of the number of full payers per rooms) which go to your loads. The airlines dispose according to rate of strict conditions concerning changes, transfer postings etc. before and after the production of the flight notes which of your own responsibility are defeated.

### 8. They start the trip, however, they cannot finish

Provided that you break off your trip for some reasons prematurely, you have no right to restitution of the travel price or the not claimed achievements.

Nevertheless, we will refund as far as possible from you not claimed achievements, provided that and so far to us these of the achievement bearers are not loaded. We are entitled to bring one after the expenditure originating to us besides limited handling charge (min 100 fr per person) in deduction.

### 9. Travel assurance and travel protection

The participant is responsible himself for assurances of every kind

9. 2 For your protection we recommend you a trip and baggage insurance.

9. 3 By entry of an event you are to be informed obliged your reservation place immediately and the necessary evidences (doctor's certificates, police reports, aml. To make available certificates etc. ).

10. We cannot carry out the trip as agreed or must break off this prematurely

10. 1 Program modifications, non-realisation or demolition of the trip.

10. 1. 1 Program modifications

It can turn out according to our judgement necessary to change the travel programme or single agreed achievements like lodging, means of transportation after completion of the contract if higher power or other unpredictable or not turnable away circumstances require it. In this case we try to offer to you a compensation at least equivalent after objective points of view which does not affect the whole cutting of the trip considerably. If the spare programme is more favorable according to our list price, we compensate you for the difference between prices. Price changes to your loads are allowed within the scope of figure 6. If a spare programme is not possible, we refund to you the already made payments.

We inform you as fast as possible. A claim to the realisation of a spare programme does not exist. Compensation claims because of non-fulfilment of the contract are excluded. The organizer is obliged to inform the customer about essential achievement changes or divergences immediately. If necessary he will offer to the customer a free transfer posting or a free resignation.

10. 1. 2 Non-realisation of the booked achievement

If reasons are given which the realisation of a booked achievement verunmöglichen, like higher power, warlike events, riots, strikes, official measures, denial or refusal of land rights or circumstances which could lead from our point of view to the danger of life and health we have as an organizer the right to cancel the booked achievement also at short notice. In this case we try to offer to you a spare solution. If a spare programme is not possible or renounce this, we refund to you the already made payments. A claim to the realisation of a spare programme does not exist. Compensation claims because of non-fulfilment of the contract are excluded.

## 11. Liability regulations

### 11. 1 In general

We compensate you within the scope of the following regulations for the failure or the not belonging performance of the by contract agreed achievements and more possible to you thereby, in addition, of resulted costs (figure 10 and figure 12 are left), provided that our travel management or local representation could offer on site no objectively equivalent compensation. Besides, our achievement is limited all together to the double travel price and grasps only the immediate damage.

### 11. 2. 1 Disclaimer of liability

We do not stick for achievements of third parties (tour operator; transportation companies and other suppliers) whom we have only provided according to your order. Our liability limits itself in these cases to the careful performance of the mediation achievement. Beyond the arrangement in the destination local events, excursions and other services can be booked which are connected on account of local circumstances with special risks or require special physical conditions. They book such events on your own risk. We reject for it as well as for from you from the travel management desired services beyond the arrangement any liability, provided that for such offers expressly we or our local representation do not sign as an organizer or official supplier responsibly.

11. 2. 2 We assume no liability if the non-fulfilment or not belonging fulfilment of the contract is due to the following causes:

- on omissions for your part before or during the trip;
- on the unpredictable or not turnable away omissions of third which are not involved in the performance of the by contract agreed achievements;
- on higher power or on an event which we could not foresee in spite of all compulsory care or turn away, in particular strikes, flight delays, political riots, natural disasters and official measures.

We do not stick for program modifications according to figure 10, nevertheless, try to offer to you an equivalent compensation.

### 11. 3 Accidents and illnesses (personal damages)

We stick for the immediate damage in death, physical injury or illness during the trip, provided that these were caused culpably by us or an enterprise commissioned by us. If we are for the behaviour from ourselves third enterprises instruct responsible, you must resign your compensation claims compared with these enterprises to us. In the liability cases which enter in connection with flight transports or with use of other transportation companies

(railway, ship, coach enterprise etc. ), the claims for compensation are limited by the height to the sum which arises from the in each case applicable international agreements or national laws. A further liability of us is excluded in these cases. See also Ziff. 12.

#### 11. 3. 1 Information about flights

Transportation in the international air traffic is defeated concerning the liability in death or physical injury of travellers, the delay of travellers and/or luggage as well as the destruction, the loss or damage of luggage by the regulations of the Montrealer arrangement or Warsaw agreement. Which comes agreement under which conditions to the use, is directed after which states have signed the agreements and have ratified. You find the signatories which have signed the Montrealer arrangement and have ratified on the Internet under [www. icao. int](http://www.icao.int). You find the text of the Montrealer arrangement under [www. imholz. ch/montrealeruebereinkommen](http://www.imholz.ch/montrealeruebereinkommen). As far as this is not (still applicable, the suitable regulations of the Warsaw agreement which are to be found under [www. imholz. ch/warschauerabkommen](http://www.imholz.ch/warschauerabkommen) are valid furthermore.

#### 11. 4 Purchases

We reject every liability for contracts which you conclude during a trip with traders or shop assistants for goods or services.

#### 11. 5 Remaining damages (damage to property and property damages)

With remaining damages (damage to property and property damages) we stick only, if to us or one enterprise commissioned by us a fault hits and the liability is limited to the immediate damage and from the height on the double travel price. If we are for the behaviour from ourselves third enterprises instruct responsible, you must resign your compensation claims compared with these enterprises to us. With damages and losses which enter in connection with flight transports or with use of other transportation companies (railway, ship, coach enterprise etc. ), the claims for compensation are limited by the height to the sum which arises from the in each case applicable international agreements or national laws. A further liability on our part is excluded in these cases.

#### 11. 6 Insurance cover

Our liability is limited according to these liability regulations, also the liability of the airlines or remaining transport enterprises which are directed after the international agreements or national laws. We draw the attention of you to the fact that the transport enterprises dispose in different countries in the absence of legal bases only of an insufficient insurance cover for accidents, luggage loss or luggage damage etc. We recommend you to check your

insurance cover and to take out a suitable travel policy at most for the duration of the trip, as for example a luggage assurance, travel incident assurance, travel accident assurance and/or carsick assurance.

### 11. 7 To your security

The confederate department for foreign affairs (EDA) publishes information about countries in which possible safety-political or other raised risks exist. You can find out about the travel tips yourselves with the EDA under [www.eda.admin.ch](http://www.eda.admin.ch) or Tel. 031 323 84 84 or at your reservation place. You find medical tips under [www.bag.admin.ch](http://www.bag.admin.ch), [www.safetravel.ch](http://www.safetravel.ch), [www.osir.ch](http://www.osir.ch) or [www.who.org](http://www.who.org). We assume from the fact that you have found out before beginning of the trip about the travel tips and health tips and are aware to you the suitable risks completely. Dangers and risks can exist on the way as well as in the resorts, which is why we urgently recommend you, the respective security tips (exactly to read, e. g. , in the means of transportation, in the lodgings, on the beach, in the sports facilities) and to obey. With possible questions you turn please to our local travel management. Should offers be presented to you (e. g. , for games of chance, time Sharing), we advise you the care. Meet no rushed decisions, but consult with independent, skilled people. In all holiday's areas it can come without previous announcement to natural phenomena (e. g. , storm of all kind, forest fire) with serious effects. In some cases even the proper performance of the booked achievements can be affected (see figure 10). Enquire before the departure about the possible climatic relations in your destination.

### 12. Objections / claims for damages

12. 1 Every traveller is obliged to help in it in achievement disturbances within the scope of the legal regulations, perhaps to avoid damages or to hold low (co-operation duty).

12. 2 If an agreed achievement is produced faultily or not at all, you are entitled and obliged to require immediate and free remedy immediately with our travel management or local representation (e. g. , transfer enterprise, hotel keeper, ship management). We take care after forces of suitable solutions. If remedy or an adequate solution is not possible within 48 hours, you are entitled to provide even for remedy. If an equivalent compensation cannot be produced, you are entitled to a prize decrease by the height of the objective reduced value of the produced achievement in proportion to the agreed achievement or, against suitable proof, to substitute of the costs with own remedy within the scope of the originally agreed achievement.

Further claims for damages are excluded. If an achievement lack enters or cannot be expected of you the continuation of the trip or the stay because of serious defects any more, you must allow to confirm your objection of our travel management or local representation in writing. These are not entitled, some compensation claims and similar claims (to recognise, e. g. , satisfaction) valid. Their objection and the written confirmation of our travel management or local representation as well as possible evidences are prompt to us for the assertion of your claims to submit at the latest, however, 30 days after your return. Please, note that you write your objection yourselves not to endanger possible claims. Do not indicate your objections immediately on site and assert your claims not within 30 days after your return with us, forfeit your possible rights on remedy, selfremedy, prize decrease, notice of the contract, compensation and satisfaction.

12. 3 Damages, losses or delivery delays of luggage with flights must be indicated after arrival there and then, at the latest however, within seven days after discovery of the damage, by means of damage announcement (P. I. R) at the responsible airline or representation. Airlines reject allowances if the damage announcement had not been filled or has occurred too late.

14. Passport regulations, visas regulations, inch regulations, health regulations and currency regulations

14. 1 You are responsible for the observance of the passport regulations, visas regulations, inch regulations, health regulations and currency regulations in a possible transit country and in the country of destination yourselves. The organizer respectively the reservation place answer to inform Swiss citizens and female citizens about the passport regulations, visas regulations, inch regulations, health regulations and currency regulations as well as their possible changes before travel beginning.

For members of other states the consulate of a possible transit and the travel country provides among other things information. By the travel advertising in pamphlets, advertisements etc. and with the travel documents you receive essential information about the formalities necessary for your trip. Please, follow this information and orient yourselves by your reservation place further. Important tip (changes reserve): Protectas Aviation Security AG pursues a hotline: 0900 099 099 (approx. 1 CHF/minute). Monday Friday (without gen. holidays) clock on in 0900-1345, clock on the in 1430-1700. If you have questions concerning the one and crossing the border and transit regulations (visa etc. ) we recommend you an inquiry.

14. 2 The organizer or the reservation place do not stick for the timely granting and the access of necessary visas by the respective diplomatic representation if you have instructed him or them with the provision, unless the delay of the organizer or the reservation place is to be answered. To the acquisition of visas etc. with the responsible departments you must count on a period from up to about 8 weeks.

14. 3 The traveller is responsible for the observance all for the realisation of the trip to important regulations himself. All disadvantages, in particular the payment of the annulment costs which arise from the non-observance of these regulations go to his loads, excluded if they are caused by culpable wrong information or non-information of the organizer or the reservation place.

14. 4 Infer please from the advertising and enquire at your reservation place whether a passport is necessary for your trip or the identity card (identity card) enough. Pay attention to the fact that your passport or the identity card owns a sufficient validity for the trip. The passport has to go beyond Europe often at least 6 months after the return journey date be valid. Children must allow to in future apply for own identity card by her legal representatives from birth. For information about the identity card formalities see [www. bap. admin. ch](http://www.bap.admin.ch)

14. 5 Duty and foreign currency regulations are used in different countries very strictly. Find out please exactly and obey the regulations exactly. Also with the return in Switzerland; see [www. zoll. ch](http://www.zoll.ch)

14. 6 Certain vaccination reports are required by different states. You take information from the travel advertising or you receive at your reservation place. We expel you for medical recommendations and advice to the precaution to the websites: [www. safetravel. ch](http://www.safetravel.ch) and [www. osir. ch](http://www.osir.ch)

14. 7 The organizer or the reservation place assume no liability, if a passenger cannot be carried because of the injury by passport regulations, visas regulations, inch regulations, health regulations and currency regulations or the entry or crossing the border is refused. They have no right to a restitution of booked achievements in these cases. Possible on account of the disregard of travel regulations of all kind originating add-on costs (e. g. , accommodation, return journey, transfer posting, transfer or other costs) are to be carried by the traveller completely itself.

15. Punishable behaviour

If the urgent suspicion insists that you have committed a punishable and after Swiss criminal law with prison threatened action in the holiday country or on the trip, we are entitled to dissolve the travel contract with you without notice. The legal results are the same, as if you break off the trip prematurely (figure 8). Compensation claims for your part because of non-fulfilment of the contract are excluded. We reserve ourselves to announce our suspicion to the Swiss criminal proceedings authorities.

## 16. Miscellaneous

### 16. 1 Travel documents

You receive the travel documents, after entrance of the entire payment, spätestens 10 days before departure. With reservations with less than 6 days before the departure date you will receive the documents by mail.

### 16. 2 Relation and clearing of the lodging, meals

In most cases the rooms / tents can be covered on the arrival day between 12 and 16 o'clock and must be removed on the departure day between 10 and 12 o'clock. This is also valid, if your return flight occurs only in the late evening or at night. Achievements liable for costs (e. g. , meals, drinks, sport) which are still covered on checking out must be paid before the departure separately.

### 16. 3 Additional beds

Additional beds in rooms are as a rule folding beds which are some narrow one and can affect the comfort in particular with use by adults. It can be granted for it basically no prize reduction. Exceptions are published with the suitable offer.

### 16. 4 Sport: Possibilities – conditions

Conditions are a swimming security and sporty loading capacity. With possible discomfort we recommend to contact the family doctor before the travel beginning. Each the called conditions fully can take part. The participant expressly explains that no doubts against a course participation exist of medical view.

For different reasons (e. g. , season) it can seem that only limits certain sports possibilities or not are available. We do not stick for accidents which happen by the sports exercise (e. g. , diving, playing skat and surfing). Also it lies in your responsibility to keep to the international rules with the sporty activity (valid Brevets, number of prescribed, logged dives; observance of security rules etc. ).

## 16. 5 Noise

In the evening in many resorts the life happens and also at night outside. Therefore, certain nuisances by noise can appear. Should the noise appointments exceed the usual measure, we inform you by suitable tips. If it should come to building activities in or near your lodging, we inform you as early as possible about kind and extent of a possible interference. Nevertheless, building sites can originate now and then also overnight on which we have no influence.

## 16. 6 Lost objects

For the search of objects in the resort or at the places which you have visited on a tour we settle to you, according to expenditure, an all-inclusive handling charge from mind. 100 fr and the postage expenses for a possible dispatch to the address of delivery desired by you. For inch-technical and security-technical reasons the back delivery of finds is not always possible or only with big temporal delay. Etc. we have to do possible consequential costs for the exportation, the import to you weiterverrechnen. In all cases your reservation place element Called Water (e-mail address stands to you: [info@elementcalledwater.ch](mailto:info@elementcalledwater.ch)) helpfully aside.

## 17. Data protection

17. 1 The personal data which you make available to us are processed electronically and used, provided that they are necessary for the contract realisation. We or your reservation place reserve themselves to inform you, in addition, in future about topical offers, as far as is not recognizable for us that you do not wish this. If you do not wish the sending of information, turn please to your reservation place or to the undermentioned address of the organizer.

## 18. Legal venue and applicable right

Comparatively between you and the organizer exclusively Swiss right is applicable. Vorbehältlich of compelling legal regulations is a Wohlen AG legal venue.

These general conditions of the contract and travel terms and tips are valid for all offers of the Element Called Water GmbH.