



## **General travel terms and conditions**

We are delighted that you have decided to travel with onthewaytours GmbH and look forward to make your journey a wonderful one.

### **1. Contract formation**

#### **1.1. Registration**

Through the unreserved confirmation of written, oral, telephone or personal account at onthewaytours GmbH is a contract between you and onthewaytours GmbH. The following terms and conditions form part of the contract and are known to both parties.

### **2. Prices and Payment**

#### **2.1. Prices**

The price payable by you is mentioned in the tour description. Unless otherwise stated, all prices are stated per person in a double room.

When changes of the package (other flight plans, no flights with onthewaytours GmbH) the price will be based on the individual agreement.

#### **2.2. Terms of payment**

After the registration you will receive an invoice. 25 % of the price is payable net within 10 days. The balance is due 60 days before departure. For bookings made less than 60 days before departure, the invoice amount has to be paid immediately.

#### **2.3. Price changes**

Particularly in the following cases onthewaytours GmbH is allowed to increase the prices of travel: increasing transport costs (fuel surcharges), new or increased duties or charges (for example, increased airport taxes, security charges, insurance charges), changes in exchange rates, etc.

### **3. Accommodation**

The accommodation is in double or twin rooms in a hotel, guesthouse or tents. In Mongolia accommodation in yurts could also be based of multi-bed occupancy during high season.

#### **3.1. Single room**

It is possible to book a single room and/or a single tent with a surcharge. In yurts this is not possible during high season.

### **4. Cancellation**

#### **4.1. Cancellation by client**

If the trip is cancelled by the client, the following cancellation charges apply in % to the total amount of the trip:

Before 90 days before departure:	50 %
90-60 days before departure	75 %
60-0 days before departure:	100 %

##### **4.1.1. Early return: Travel interruption**

If you need or want to cancel your trip for any reason, or want to change travel services during the trip you are not entitled to refunds. Our guide will assist you in an emergency as far as possible (illness or

accident, serious illness or death of relatives) in organizing the return journey. Please note that assistance and conditions will be by your travel insurance. With trip interruption and/or additional travel services all additional costs will be on your expenses.

## **4.2. Cancellation by onthewaytours GmbH**

### **4.2.1. Planned trip**

An eventual cancellation of the tour will be provided no later than 4 weeks before departure. Should any unforeseen or unavoidable events of force majeure (for example, natural disasters, epidemics, riots, armed conflict, etc.), official measures, strikes etc. make the trip significantly complicate, endanger or impossible, onthewaytours GmbH can cancel the trip at short notice. The amount already paid will be refunded in this case.

### **4.2.2. Program changes or curtailment**

onthewaytours GmbH reserves also in your interest to change individually agreed services or itineraries before or during the trip due to unforeseen circumstances. In rare cases, it may also be possible to cancel a trip prematurely. Circumstances of that kind are: strikes, official measures or force majeure (for example, natural disasters, epidemics, riots, armed conflict, etc.) or other circumstances which make it impossible or bring a significant risk to the participants on this journey. We reserve the right to debit any resulting additional costs to you.

## **5. Insurance**

**A cancellation insurance is strongly recommended. The conclusion of an accident, disease and return insurance is mandatory. Make sure that you are adequately insured for accidents and illnesses abroad.**

## **6. Entry and health regulations**

You are solely responsible for the right, valid and proper documents such as passport, customs, currency and health regulation. Thus, the travel documents are issued correctly, you must specify your first and last names. If the names on the travel documents do not match, it can lead to a refusal of entry and forced return, which costs you have to bear. If travel documents (flight) have to be re-issued because the names do not match the pass, the cost shall be borne by you.

### **6.1 Travel Documents**

For completeness and prescribed validity of your travel documents (passport) you are personally responsible.

### **6.2. Visa**

The visas are obtained through onthewaytours GmbH if you live in Switzerland. If you want to obtain the visa itself, it is your responsibility that these are issued in time for departure. If you live outside Switzerland, it is your responsibility to obtain the visa on time.

### **6.2. Health rules and vaccination**

Please discuss any vaccinations at least 6 weeks before departure to your doctor. Information can also be found [www.safetravel.ch](http://www.safetravel.ch).

## **7. Liability**

onthewaytours GmbH is not liable for any personal injury, property damage or financial loss, for any damage due to force majeure, program changes or changes in schedules, lost holiday time or any other damage. onthewaytours GmbH strongly recommends to insure privately for any damages.

## **8. Complaints**

### **8.1. Complaints and redress**

If you have a complaint while travelling, you must immediately report to the tour guide, so that a solution can be sought locally. Subsequent complaints or demand for compensation after the trip are excluded. Solutions provided by the travel agent during the trip with equal benefits or value have to be accepted.

## **9. Obligation to cooperate**

**9.1. Personal requirements**

Persons are request to consider customs of other countries. Travelling to foreign countries require to adapt to the foreign manners and customs.

**9.2. Health conditions**

Good health is necessary. If a participant does not meet normal health conditions and thereby impede the proper conduct of the travel excessively, the tour guide or travel agency may exclude the person from the trip. Return travel costs, etc. shall be borne by the participants and the paid travel price can´t be refunded.

**10. Jurisdiction**

In the relationship between customer and onthewaytours GmbH Swiss law is applicable. The jurisdiction is Bern.

Bern, April 2016