

General Contract and Travel Conditions (GTC)

We are pleased that you are interested in a trip with Martin Stettler and thank you for your trust !

1. Scope

The following general terms and conditions govern the contractual relationship between you and Martin Stettler in respect of the tours, courses and trips he offers. Together with the authoritative detailed programme they settle all legal matters between you and Martin Stettler.

2. Conclusion of a contract

The contract between you and Martin Stettler is concluded on unconditional receipt of your registration in writing or by telephone. From that moment on the rights and responsibilities arising from this contract together with the GTC take effect for both Martin Stettler and you.

Immediately after having received your registration Martin Stettler will send you a written confirmation.

3. Prices and terms of payment

3.1. The price for the trip is determined by the detailed programme and the contract. Martin Stettler is expressly entitled to increase the prices in the detailed programme as part of the contract in case

- a. transport costs including cost for fuel rise at a later date
 - b. the government increases or implements taxes and charges such as landing and airport taxes, embarkation and disembarkation taxes, other taxes, charges for entering a country or climbing a mountain.
 - c. the exchange rates valid for the journey in question change.
- Martin Stettler is entitled to put into effect such well-founded price increases until three weeks before the journey starts. In case the price increase exceeds 10% we refer to your rights under 6.

3.2. The payment for the trip is due as follows:

- a. 10 days after your registration is confirmed the following deposits are payable:
 - package trips without flights: CHF 200.-
 - package trips with intercontinental flights: CHF 1000.-
- b. the balance must be paid into Martin's bank account at the very latest 30 days before departure. In the event of belated payment the claim to participate expires.

4. Cancellation

4.1. If you wish to cancel a booking you must notify us by registered letter addressed to Martin Stettler. At the same time travel documents received at an earlier date have to be sent back.

4.2. The following cancellation charges will apply:

- a. package trips without flights:
 - up to 31 days before departure CHF 50.-
 - up to 15 days before departure 50% of the price for the trip
 - up to 8 days before departure 80% of the price for the trip
 - at an even later date 100% of the price for the trip
- b. package trips with flights:
 - up to 61 days before departure 25% of the price for the trip
 - up to 31 days before departure 50% of the price for the trip
 - up to 15 days before departure 80% of the price for the trip
 - at an even later date 100% of the price for the trip

4.3 If you don't turn up or don't turn up in time or don't have the necessary travel documents (including certificate of vaccination, visa etc.) the full price is charged in any case.

4.4 If you have to cancel a trip you can name a substitute prepared to comply with the terms stated in the contract, but no later than 3 days before departure for trips without flights and 15 days for trips with flights.

A substitute cannot be accepted

a. if the substitute's name is handed in too late.

b. if the substitute doesn't comply with the special requirements necessary for this trip or can't participate in the trip due to official orders or regulations.

Martin Stettler will inform you in due time whether the designated substitute can participate. In case Martin Stettler accepts the substitute you designated and the person complies with the terms stated in your contract, he/she is liable in solidarity with you for the payment of the trip and the extra costs resulting from the rebooking.

5. Programme alterations

5.1. Martin Stettler is entitled to alter the programme of the trip or certain prearranged services before departure. Martin Stettler will inform you as soon as possible about programme alterations and their effect on the price. If such a programme alteration entails a major change of a substantial item in the contract you can either accept or withdraw from the contract. A withdrawal from the contract has to be effected by registered letter within five days after having been informed about the programme alteration, otherwise the programme alteration is regarded as acknowledged. Withdrawal from the contract is excluded in case of inevitable programme alterations due to current weather or special local conditions or potential dangers.

In case you withdraw from the contract you are entitled

- a. to take part in another package tour of the same or a higher value organised by Martin Stettler with an additional payment in case of a difference in price.
- b. to take part in another package tour of a lesser value organised by Martin Stettler. In this case the difference will be refunded to you.
- c. to a refund as soon as possible on all payments made so far.

6. Cancellation of the trip by Martin Stettler

6.1. If Martin Stettler has to cancel the trip for clearly stated reasons you are entitled to a refund of the payment already made.

6.2. If the minimum number of participants for this trip as stated in the detailed programme or in the contract isn't reached Martin Stettler can cancel the trip as late as three weeks before departure. In this case you are entitled to a refund of the payment already made. A claim for compensation is excluded.

6.3. If for reasons of force majeure (e.g. natural disasters, epidemics, political unrest, strikes, minimum number of participants by order of the government) the trip is made very difficult, risky or even impossible, Martin Stettler can cancel the trip at any time. In this case you are entitled to a refund of the payment already made. A claim for compensation is excluded.

6.4. If the trip is cancelled by Martin Stettler for other reasons than those mentioned in 6.1. - 6.3. you are entitled to the rights stated in 5. above.

7. Breaking off trips early

If you break off the trip early there is no claim for a refund of the payment already made. Additional costs resulting from this as e.g. costs for the return journey are at your personal expense unless covered by the obligatory travel insurance.

8. Complaints

Complaints are to be made the same day in suitable form, if possible in writing, to the guide. He will do his best to remedy the matter as quickly as possible. If you want to claim refunds or compensation for shortcomings after the trip you have to

notify Martin Stettler by registered letter no later than one month after the official end of the trip. In case the deadlines for these above mentioned complaints are not met all claims to remedy, price reduction, termination of the contract and compensation are forfeited.

9. Liability

9.1. Martin Stettler is responsible for the perfect organisation and the progress of the trip according to the contract. If services did not or did only partly meet this agreement, you are - subject to the following regulations - entitled to a compensation if the guide was unable to remedy the matter there and then.

9.2. If international agreements and national laws set limits on compensation for non- or inadequate fulfilment of a contract, Martin Stettler is in any case only liable within the framework of such agreements and laws.

9.3. Any liability on the part of Martin Stettler is excluded in case the non-or inadequate fulfilment of a contract results from

- a. negligence on your part.
- b. unforeseeable and unavoidable negligence from a third party who is not involved in the implementation of the services agreed on in the contract.
- c. force majeure or an incident which Martin Stettler as direct or indirect service provider was unable to foresee or avert despite all the necessary precaution.

9.4. Martin Stettler is liable for injuries to participants arising from the non-or inadequate fulfilment of the contract within the framework of the General Contract and Travel Conditions, the contractual agreement as well as the authoritative international agreements and national laws. For damage of property or loss of assets resulting from the non-or inadequate fulfilment of the contract Martin Stettler's liability is limited to maximum twice the cost of the package trip unless the damage was caused deliberately or as a result of gross negligence. Lower limits of liability stipulated in the authoritative international agreements and national laws are reserved in any case.

9.5 Liability for activities with a higher risk. Tours of a week or more, skiing- and mountaineering trips, trekkings and expeditions involve higher risks as they take place in the mountains or in mountain areas

- a. where particular dangers are not always discernible.
- b. where there is no or only a very limited infrastructure for transportation or for medical service. We commit ourselves to a meticulous preparation of the trip but cannot foresee all risks and contingencies.

In view of these risks guests participate at their own peril. Martin Stettler's liability is limited to deliberate intent and gross negligence. We strongly recommend a so-called SOS-return journey insurance, particularly for journeys to remote regions.

10. Insurance

Participants are responsible for personal and sufficient insurance cover.

11. Regulations concerning entry, visa and health

11.1 Regulations concerning passports, entry permits, state of health and foreign exchange mentioned in the detailed programme or in the information for participants apply to Swiss citizens and citizens of Liechtenstein. Citizens of other countries have to enter their nationality in the registration form so that Martin Stettler can inform them about the regulations applicable to them.

11.2 Participants are solely responsible for obtaining and renewing travel documents and visas as well as for keeping to regulations concerning entry, state of health and foreign exchange.

12. Applicable law and place of jurisdiction

The contractual relationship between you and Martin Stettler is subject to Swiss law. For any disputes arising Interlaken is the sole place of jurisdiction. Please note that in case of any legal dispute the German version of this GTC is solely applicable.

Bönigen, July 2009