General Terms and Conditions of Inventif Travel GmbH

We thank you for your interest and your trust. The following General Terms and Conditions (hereinafter referred to as „GTC“) apply to all services provided by Inventif Travel GmbH (hereinafter referred to as „IT“). By using the services of IT, you agree to the application of these GTC. Both your and our rights and obligations result from the individual written agreement, from these GTC as well as from the statutory provisions. We advise you to read these GTC carefully.

1 Conclusion of contract

1.1 Registration

With the receipt of your written, telephone or personal registration (this includes e-mail, SMS, WhatsApp, social media channels or an online registration), a contract is concluded between you and IT.
A travel contract is only concluded between the customer and IT upon confirmation of the written, telephonic, electronic, or personal booking by IT. These GTC apply to this contract.
The customer is responsible for providing the correct personal data (name and date of birth as stated in the passport) to IT. Likewise, it is the customer ‘s responsibility to check all details for completeness and accuracy after receiving the invoice/confirmation (e.g. the names in the travel documents must exactly match the details in personal documents such as ID or passport). Any discrepancies must be reported to IT immediately. Consequential costs arising from the failure to report have to be borne by the customer.
If the customer registers further travellers with the booking, the customer is liable for all registered travellers. These GTC are binding for all travellers.

1.2 Flight-only bookings

For all flight-only bookings arranged by IT, the travel and contractual conditions of the respective airlines apply. In the case of brokered flight-only bookings, the contract is concluded directly with the airline and IT is not responsible for the performance of the contract. IT draws the customer ‘s attention to the fact that in the case of flight-only bookings, all claims exist only against the respective airlines, in particular also claims in connection with repayments or in the event of insolvency.

1.3 Procurement of third party services

For services that are merely arranged by IT, the general travel and contractual conditions of the respective contracting partner or organiser apply, which IT will send to the customer before conclusion of the contract. In this case, IT does not become a contracting party and IT is not responsible for the performance of the contract.

2 Terms of payment and prices

2.1 Termes of payment

The deposit is to be paid upon receipt of the invoice/confirmation in accordance with the details on the invoice/confirmation. Unless stated otherwise on the invoice/confirmation, the balance must be paid 30 days before departure at the latest. You will receive the travel documents after payment of the total amount. All information in the travel documents must be checked for completeness and accuracy. Any discrepancies must be reported to IT immediately. Consequential costs arising from the failure to report have to be borne by the customer. For bookings less than 30 days prior to departure payment is due immediately and travel documents will be issued immediately.
If flight tickets have to be issued immediately, payment is also due immediately.
For tickets for events and occasions, payment is usually also due immediately. The payment deadlines are expiry dates. If payment is not made in time, the customer is in default without reminder. In this case, IT is entitled to withdraw from the contract without setting a deadline, refuse the travel service and cancel the booking by charging the full cancellation fee (section 7). We expressly reserve the right to assert further claims for damages.

2.1.1 Individual payment terms for corporate and project customers

The terms of payment as stated on the invoice/confirmation apply. Special conditions apply to corporate and project customers who have concluded a written agreement with Inventif Travel. After expiry of the payment period shown on the invoice/confirmation or in the written agreement, Inventif Travel will charge interest on arrears of 4.5% on the outstanding amount.

2.2 Consultancy, service and other fees

IT provides services that are not included in the (package) travel price. These are shown separately, are non-refundable and are owed independently of the travel price.
Special conditions apply to corporate and project customers who have concluded a written agreement with Inventif Travel. For corporate customers, the fee models mentioned in the separate framework agreement apply.

2.3 Price changes

In the following cases, IT reserves the right to make price adjustments in the event of a subsequent increase in transport costs, such as price changes by transport companies and/or other service providers
increases in fuel surcharges, etc.

- Newly introduced or increased government levies or charges (e.g. VAT, airport taxes, security charges, etc.)
- Exchange rate changes
- Obvious billing, printing and publication errors

IT can claim this price change up to 22 days before departure. If a price increase amounts to more than 10% of the travel price, the customer may withdraw from the contract within 5 days of receipt of the notification or alternatively participate in a substitute trip, provided that such a substitute trip can be offered. If no response is received from the customer within 5 days, this shall be deemed to be the customer‘s consent.

3 Validity of booked services

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

3.1 Validity and conditions of flight tickets

For flight tickets, the conditions of the respective airline apply. Flight tickets are generally only valid for transport with the airlines concerned. Rebooking on other airlines as well as route changes or additional stopovers are generally no longer possible enroute. Flight tickets must be used in full and in the order booked. Failure to use individual flight routes may result in the loss of the transport entitlement of all booked flights or in a recalculation of the ticket price by the airline. This may be higher than the price of the originally booked flight ticket. The airline‘s cancellation fees applicable to the respective booking apply. Please note that completely unused tickets submitted for refund within their validity period may be eligible for a refund (depending on the fare). The conditions and procedure vary depending on the airline and the processing time can be several months. The processing costs deducted by airlines and tour operators can be very high. As a rule, no refunds are possible on unused sections.

4 Return journey / continued journey / current flight times

Due to possible changes in flight schedules at short notice, IT advises checking the current flight times at least 72 hours before each flight directly with the airline. Failure to use individual flights may result in the loss of the transport entitlement of all booked flights; any additional costs have to be borne by the customer.

5 Consultation, service and reservation fee

5.1 Consultation fee

Travel advice is charged at CHF 100 per consultation, limited to 1 hour.
The consultation fee is owed irrespective of the booking and execution of the trip. It is also owed in the case of mere mediation

5.2 Service charge

A service charge of CHF 50.00 per person may be levied as a cost share for liability insurance, individual trips and package arrangements.

5.3 Service fees

For additional services, such as the processing of entry forms, mileage tickets and processing of ESTA fees, separate service fees apply depending on the effort and country involved.

6 Rebookings

6.1 Claim

After booking, the customer has no right to rebook. However, IT will endeavour to comply with the customer ‘s rebooking requests. Rebooking requests from the customer must be made in writing.

6.2 Fee

In the event of a rebooking, a processing fee of at least CHF 100.00 per person or according to expenditure will be charged. All additional costs in connection with the rebooking of third-party service providers such as airlines, tour operators, hotels, etc., are also to be borne by the customer (final fees on request).

7 Cancellation policy before departure

7.1 General provisions

IT must be notified in writing of any cancellation (the date of receipt of the written cancellation by IT is decisive). In the event of cancellation prior to departure, IT charges a processing fee of at least CHF 100.00 per person and service in addition to the costs of the service providers mentioned under 7.2 to 7.6. This is owed independently of the cancellation costs.

7.2 Flights

The airline‘s cancellation fees applicable to the respective booking apply. The customer will be informed of the cancellation costs applicable to each booking at the time of booking.

7.3 Land services (campers, rental cars, hotels, etc.)

Cancellation costs vary depending on the service booked and the organiser. The customer will be informed of the cancellation costs applicable to each booking at the time of booking.

7.4 Package tours

The cancellation costs for package tours are shown in the travel description or price list valid at the time of booking.

7.5 Events and occasions

Cancellation costs vary depending on the event or occasion booked. The customer will be informed of the cancellation costs applicable to each booking at the time of booking. IT would like to point out that in most cases tickets for events and occasions are non-refundable.

7.6 Force majeure

If unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, pandemics, riots), official measures of any kind or strikes make the trip considerably more difficult, dangerous, or impossible, IT may cancel the trip. In this case, the travel price will be refunded, whereby IT is entitled to deduct expenses already incurred. Further claims, in particular claims for damages, are excluded in this case.

8 Substitute person

Should the customer be prevented from going on the booked trip, the customer may in principle appoint a substitute person. In this case, however, the following conditions must be met:

- The substitute person is willing to take over the tour package under the same conditions.
- The other companies involved in your trip (hotels or air and shipping companies etc.) accept this change, which is increasingly no longer possible due to security and data privacy regulations, especially for transport companies.
- The substitute person fulfils the necessary entry requirements (passport, visa, vaccination requirements).
- The participation of the substitute person in the trip is not prevented by any statutory or official orders.
  The substitute person and the customer are jointly and severally liable to IT or, in the case of mediation, to the service providers for the payment of the price as well as for any additional costs arising from this assignment.
- A processing fee of CHF 100 per person will be charged in any case.
  If the customer nominates the substitute traveller too late or if they cannot participate due to travel requirements, official orders, legal regulations, etc., the trip is deemed to have been cancelled.

9 Programme changes

IT reserves the right to change the travel programme or individual agreed services (such as accommodation, mode of transport, means of transport, flight times, itinerary, etc.) before departure, if unforeseeable or unavoidable circumstances require it. Inventif Travel will endeavour to provide you with equivalent or better substitute services and will notify you as soon as reasonably practicable of such changes and their impact on the price.

If the changes are substantial, the customer may withdraw from the travel contract within 5 days of receipt of the notification or alternatively take part in a substitute trip, if such a trip can be offered. If the customer does not give any feedback within 5 days, they are deemed to have consented to the changes.

In the event of changes to the programme due to force majeure or an unforeseen and unavoidable event (force majeure such as riots, strikes, natural disasters, pandemics, epidemics, official measures, etc.), the customer is not entitled to withdraw from the contract and to a refund of the travel price. Further claims, in particular claims for damages, are excluded in this case.

IT is not liable for programme changes before or during the trip due to changes to flight schedules under any circumstances.

9.1 Delay and cancellation

In the event of delays and cancellations made by transport companies, regardless of the reason, IT cannot assume any liability for damages, such as loss of wages, additional hotel accommodation, meals, etc.

10 Curtailment of trip and programme changes during the trip

If the customer curtails the trip or does not use certain services, the price of the trip or the unused services will not be refunded. Any additional costs, e.g. for return transport, etc., have to be borne by the customer.
If IT has to adjust the programme during the trip due to circumstances beyond IT's control (e.g. change of flight schedule, strike, natural disasters, official orders epidemics or pandemics and related official measures), IT is entitled to adjust individual services (e.g. accommodation, means of transport). This also applies in the event of problems with overbooking.
If the trip has to be aborted due to an unforeseen and unavoidable event (force majeure such as riots, strikes, natural disasters, pandemics, epidemics, official measures, etc.), the customer is entitled to reimbursement of the unused services, whereby IT is entitled to deduct expenses already incurred. Further claims for damages are excluded in this case. Any additional costs, e.g. for transport, repatriation flights, etc., have to be borne by the customer.

11 Travel insurance

Taking out travel insurance (cancellation costs and travel incidents) is strongly recommended. Such insurance cover is arranged by IT and can be taken out when booking the trip. If the customer chooses not to take out insurance, they confirm that they have sufficient private insurance cover. The customer must ensure that they are adequately insured for accidents and illnesses abroad. Important: IT advises that customers inform themselves about the General Insurance Conditions (GIC) before departure. The customer is informed that the insurance contract is concluded directly with the insurance company.

12 Passport, Visa, vaccinations

The customer is responsible for complying with individual passport, visa, customs, foreign exchange and vaccination regulations and for obtaining the necessary documents. At the request of the customer, IT will take care of obtaining the entry visas. For this service, a collection fee is charged per visa (in addition to the applicable visa/consular fees).

- IT does not accept any liability for late or incorrectly issued or unauthorised visas; and
- in the event of damage/loss/delayed delivery of the documents by third-party companies (e.g. embassies, post office, courier services) and the resulting consequences and costs. In the event of damage to or loss of documents by IT, IT shall only be liable for the costs of replacing the documents and visas.
  IT points out that the customer must bear all additional costs (including return travel costs) in the event of a refusal of entry. The travel price will not be refunded in this case.
  The customer acknowledges that entry regulations may change at short notice (visa requirements, vaccination and quarantine obligations, etc.) and that the customer is responsible for complying with all entry regulations as a personal requirement for a trip. Changes to the entry regulations (including on return to Switzerland) do not entitle the customer to withdraw from the travel contract free of charge, and all cancellation and additional costs in connection with the entry regulations have to be borne by the customer.

13 Protection of customers funds

Through its membership of the Guarantee Fund tpa, IT guarantees the protection of the travel price paid for a package tour.

14 Complaints

14.1 Complaining on site and demanding a remedy

Should the customer have cause for complaint during the trip, it is imperative that these be reported immediately to the tour guide, the local representative or the service provider concerned (e.g. hotel) and IT. This usually already enables a remedy on site.

14.2 If no solution can be found on site

If it is impossible to remedy the situation on site, the customer must request a written confirmation that includes the complaint and its content. Tour guides, local representatives and service providers are not entitled to acknowledge 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 service provider‘s confirmation in writing to IT within 30 days of the end of the trip. IT will reimburse the costs incurred by the customer at most within the framework of the originally agreed trip and against receipt, provided that the customer has complained about the shortage and can present a written confirmation. If these conditions are not met, the customer shall not have any claims.

14.4 Assignment of claims for damages

If IT compensates the customer for damage caused to them by a service provider, the customer hereby assigns their claims for damages against the service provider to IT.

15 Liability

The liability of IT is limited to a maximum of twice the total travel price. This limitation does not apply to personal injury or to intent or gross negligence. Claims must be submitted in writing to IT no later than 4 weeks after the end of the trip; otherwise, the claim is forfeited.
IT shall not be liable if the non-performance or improper performance of the contract is due to
failures and lack of travel requirements on the part of the customer,
unforeseeable or unpreventable failures of a third party not involved in the provision of the contractually agreed services;
force majeure or an event that IT or a service provider could not foresee or avert despite all due care.
In these cases, any repayment, liability for damages, obligation to compensate for intangible damage, damage caused by frustration, compensation for self-help, etc., is excluded.
The limitations on compensation provided for international conventions in the event of damage arising from the non-performance or improper performance of the contract are reserved.
All claims become time-barred within one year after the contractual end of the trip. Shorter limitation periods in the applicable international agreements, laws based on international agreements or national laws or longer, contractually non-amendable limitation periods are reserved.

16 Ombudsman

If no agreement is reached between the customer and IT in the event of a complaint, the customer has the option of contacting the independent ombudsman of the Swiss travel industry. The ombudsman strives to reach a fair and balanced settlement for all problems between customers and IT (or the travel agency where the trip was booked). The address of the ombudsman is: Ombudsman of the Swiss Travel Industry, P.O. Box, 8038 Zurich.
Mon.-Fri. 10:00–16:00, tel. 044 485 45 35, info@ombudsmantouristik.ch

17 Data privacy

17.1 Customer data

IT requires various data from the customer and their fellow travellers (such as first and last name, date of birth, address, telephone number, etc.) for the correct processing of the contract. IT is subject to the Swiss Data Protection Act. IT is obliged to keep the data secure.
In connection with bookings, the following data is usually collected or processed: details of travel such as travel dates, travel route and destination, airline, hotel, prices, customer preferences, information and details of fellow travellers, health data, e.g. details of health-related special needs or illnesses and accidents during a trip, frequent flyer number, etc.

18 Transmission to service providers and authorities

IT only forwards the customer‘s data insofar as this is necessary for the processing of the contract with the service providers. These may be located abroad, where data privacy may not meet Swiss standards. Both IT and the service providers may be obliged to pass on data about you to (foreign) authorities due to legal 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 holiday home renters and hoteliers.

18.1 Sensitive personal data

Depending on the services booked, IT may have to collect sensitive personal data. For example, it may be possible to infer religious affiliation based on a request for food. Such data is usually passed on to service providers for the correct performance of the contract or, under certain circumstances, disclosed to government agencies due to legal obligations or official orders. By providing IT with such information, the customer expressly authorises IT to use such information in accordance with this provision.

18.2 Enforcing of rights

IT reserves the right to forward the customer‘s data to authorities and third parties in order to enforce the legitimate interests of IT. The same applies in the case of suspicion of a criminal offence.

18.3 Questions on data privacy

If the customer has questions about data privacy, wishes to inspect the data stored by IT, they can contact IT by email: mice@inventif-travel.ch. IT’s data privacy policy applies.

19 Place of jurisdiction

Swiss law applies exclusively to the relationship between the customer and IT. Subject to imperative statutory provisions, the courts at the registered office of IT in Zug, Switzerland, shall have exclusive jurisdiction over all disputes related to these GTC.