



General Conditions

We look forward to hearing from you and thank you for your interest in Watch and Cow (hereinafter WNC).

These terms and conditions govern the legal relationship between you and WNC concerning travel arrangements made by WNC.

They come into force on the day of their publication and replace all previous provisions. These conditions are subject to change and special conditions may apply to certain trips.

1. Conclusion of contract

- 1.1. The contract between WNC and the customer, including the terms and conditions detailed below, takes effect upon payment of the deposit by the conditions described in point 2.0.
- 1.2. If WNC procures arrangements or certain services from other organizers or travel service providers (invoiced separately), the customer enters into a contract linked with the organizer in question. The terms and conditions of the provider in question therefore apply. In this case, WNC is not a party to the contract and the customer cannot invoke these general terms and conditions.
- 1.3. Special wishes only become part of the contract if they are accepted and confirmed without reservation by WNC.

2. Prices and payment terms

- 2.1. All prices quoted by WNC are fixed prices and cannot be claimed under any circumstances.
- 2.2. Every quotation provided by WNC will have an expiration date indicated (typically set to 7 days). After this specified date, the quotation will no longer be valid.
- 2.3. The service is considered as accepted at the deposit payment which is set at 40% of the total price of the proposed trip. If WNC does not receive the deposit within the validity period of the quotation (cf. 2.3), WNC will not confirm the travel services and reserves the right to adjust its prices according to possible changes.
- 2.4. The balance must be paid 21 days before the start of the trip at the latest. A limit of 60 days is provided for end-of-year periods.

If the balance is not paid on time, WNC may refuse the travel services and charge cancellation fees as per point 3.3.
- 2.5. If the quotation is issued less than 60 days before the date of departure, the full amount of the package will be required for validation in place of the deposit.
- 2.6. In special cases, WNC reserves the right to modify the amount of the deposit and the date of payment of the balance. This change will be indicated in the quotation.



3. Modification, cancellation or interruption of the trip by the customer

- 3.1. If the customer wishes to change or cancel the booked trip before departure, he must notify WNC in writing. The date of receiving the request shall be considered as the official date for the cancellation or modification. If the request is made on a Saturday, Sunday, or public holiday, the following business day shall be considered as the authoritative date.
- 3.2. Any changes the customer may wish to make to the quotation after it has been validated are subject to availability and the resulting charges. No refund will be given by WNC for services not provided as a result of such modifications or cancellations.
- 3.3. In case of cancellation by the customer, the following charges apply:
 - upon confirmation by payment of deposit: loss of deposit
 - between 60 and 31 days before the start date: 50% of the total cost of the trip
 - 30 days or less before the start date: 100% of the total cost of the trip

WNC reserves the right to modify these conditions in special cases (Christmas period, specific hotel arrangements, etc.). These specificities are mentioned in the quotation.
- 3.4. In the event of a date change after the payment of the deposit, WNC will cancel the booked services that the change pertained to and apply the possible refund as credit for the new date's trip. WNC does not provide any other reimbursements.
- 3.5. Should there be any interruption or early return during the trip, the customer is not entitled to receive any refund for unused services.
- 3.6. In the event that the customer is unable to check in at the designated departure location for the air travel package due to late arrival, no-show, or presenting travel documents that are not in order (even if these circumstances are a result of force majeure or actions by a third party), WNC will retain 100% of the trip cost.
- 3.7. WNC assumes no responsibility for any failure of services booked by the customer (return, cancellation, overbooking, etc.). Any additional costs and program change fees are the responsibility of the customer.
- 3.8. Prior to receiving any deposit, WNC reserves the right to charge crafting fees after the third request for significant modification of the proposal.



4. Insurance

- 4.1. It is mandatory for customers to acquire cancellation & assistance insurance at the time of trip registration. Please note that this insurance is not included in WNC's package prices and must be arranged separately.
- 4.2. In the event that the trip needs to be cancelled, delayed, or interrupted for valid reasons, as stipulated in the general terms and conditions of the cancellation & assistance insurance (supporting documents such as a comprehensive medical certificate, death certificate, or other official certificates are essential), it is mandatory for the customer to promptly inform both the cancellation & assistance insurance provider and WNC. Immediate notification is crucial in such situations.
- 4.3. In such cases of compelling necessity, cancellation costs may be covered by the customer's cancellation & assistance insurance, provided the customer is covered by such insurance. Benefits are based on the terms of the insurance policy.
- 4.4. We recommend that you obtain worldwide health and accident insurance for your trip.
- 4.5. Luggage insurance is left to the discretion of each individual.

5. Price and program changes by WNC

- 5.1. In exceptional cases, WNC reserves the right to change the price after the contract has been finalized.

Price changes may occur following an increase in transport costs (including the price of fuel), the introduction or increase of official taxes and fees (airport taxes, government taxes, etc.) or a change in exchange rates.

- 5.2. If unforeseen events necessitate changes, WNC reserves the right to modify the travel program and certain agreed-upon services (such as accommodations, means of transport, airlines, or excursions) after the contract has been finalized. WNC will make every effort to provide alternative services of comparable quality as replacements.
- 5.3. If the price increase exceeds 10% of the tour price, or if the program modification significantly changes an essential element of the contract, the customer may cancel the contract without charge within five days of receiving the new information.

If no news is received within the allotted time, the price increase or program modification will be considered accepted.

These changes can be communicated no later than 15 days before the start of the trip.



5.4. In the event that a substantial portion of the agreed-upon services cannot be delivered during the trip, WNC will make every effort to arrange appropriate alternatives to ensure the continuation of the journey. WNC commits to refunding the difference between the actual value of the services provided and the value originally described in the services. If WNC is unable to arrange suitable alternatives, or if the customer has valid reasons to reject them, WNC will work towards repatriating the customer to the point where the trip concluded or to another mutually agreed-upon location of return. In such a scenario, the value of the services not provided or performed will be reimbursed.

Claims for damages are excluded.

5.5. In the event of a deferred return, no compensation is paid for loss of earnings.

6. Trip cancellation by WNC

6.1. WNC may be obliged to cancel the trip before the departure date for reasons beyond its control. In this case, WNC will inform customers as soon as possible and will endeavour to offer a replacement trip of equivalent quality. If a replacement trip of inferior quality is offered, WNC undertakes to reimburse any difference between the inferior value provided and that described in the services.

If the customer does not accept the replacement trip, WNC will refund the full amount already paid for the trip.

Claims for damages are excluded.

6.2. All group trips are based on a minimum number of participants, as indicated in the trip publication. WNC reserves the right to cancel a trip no later than 30 days before departure if the number of participants is not reached.

In this case, WNC will refund all amounts already paid for the trip.

Claims for damages are excluded.

7. Country entry requirements

7.1. WNC provides information on how to enter Switzerland, depending on the customer's nationality. It is the customer's responsibility to check the validity of any official documents in his possession and to purchase visas if necessary.

Copies of official documents (including insurance and a contact person) must be sent to WNC upon payment of the deposit. WNC undertakes to use them only for reservations and will not keep them beyond the contractual dates.

7.2. If a travel document cannot be obtained or is issued too late, and the customer is therefore obliged to cancel the trip, the cancellation clauses in point 3.3 apply.



7.3. In the event of a refusal of entry into a country, WNC cannot be held responsible. Return travel will be at the customer's expense. The cancellation clauses in point 3.3 apply.

8. Claims on your part

- 8.1. If the trip does not correspond to the quotation provided or if the customer suffers damage, the customer has the right and duty to complain immediately to the guide, service provider or WNC about the defect or damage suffered and to request that the defect or damage be rectified as soon as possible.
- 8.2. If the problem has not been resolved on site as mentioned above, the customer must send a written complaint (accompanied by any supporting documents such as photos, written testimonials, etc.) to WNC no later than 30 days after the end of the trip. If the deadline is not met, the customer forfeits all rights to compensation.
- 8.3. Prior to initiating legal proceedings, we strongly advise contacting the independent ombudsman of the Swiss travel industry. This institution is dedicated to mediating and resolving disputes in a fair and impartial manner, seeking to find a satisfactory resolution for all parties involved.

Swiss Travel Industry Ombudsman

Etzelstrasse 42

P.O. Box

8038 Zurich

+41 44 485 45 35

info@ombudsman-touristik.ch

www.ombudsman-touristik.ch

9. WNC's liability and exceptions

- 9.1. WNC undertakes to provide the services proposed in the quotation and accordance with our general terms and conditions.
- 9.2. If international conventions and national laws limit compensation for damages arising from non-performance or imperfect performance of the quotation, WNC shall be entitled to such limitations. In such cases, WNC's liability will be restricted to the provisions stated in the relevant conventions.



9.3. WNC shall not be liable to the customer if the non-performance or imperfect performance of the contract is attributable to:

- to customer default;
- Unforeseeable or insurmountable shortcomings caused by a third party not involved in providing the services specified in the contract;
- Cases of force majeure or events that were beyond WNC's reasonable foresight or control, despite exercising due diligence. Nevertheless, WNC undertakes to do its utmost to assist its customers;

In such cases, the cancellation clauses in point 3.3 apply.

9.4. WNC shall not be liable for any personal injury or damage resulting from the non-performance or imperfect performance of the contract.

9.5. The customer is responsible for the safekeeping of valuables and money.

WNC and its service providers cannot be held liable for theft, loss or damage.

10. Applicable law and place of jurisdiction

Only the provisions of Swiss law are applicable in the relationship arising from the contract between WNC and its customers. It is agreed that the sole place of jurisdiction for any action against WNC is Geneva.

The present draft was completed in July 2023.

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