



ASGT General Conditions of Contract

Entering into force on 01.01.2014

We thank you for your confidence and your interest in our activity and we invite you to attentively read these "General Conditions of Contract" below (hereunder called GCC) of www.swisstourguide.com.

1. Field of application

1.1. These General Conditions of Contract (GCC) govern the relations between a constituent (e.g. tour-operators, event operators, trip organizers, etc.) and a proxy member of ASGT asked to supply services such as guided tours, accompaniment of trips, etc. ASGT members address their offers to private persons, companies, organizers and schools, among others. They take into consideration the interests and the requests of the constituent concerning the program of the event and its course.

1.2. Upon request of the constituent, ASGT members can also transmit services of other companies (e.g. tickets for public or private transport, museums, exhibitions, concerts, theatre plays, opera, hotel reservations, rental of rooms for events, etc.). When the ASGT members do not act as direct contract partners, the contract conditions of the relevant organizer apply.

2. Contract relations

2.1. ASGT members may contract services of third persons according to cipher 1.2 above through personal discussion based on a request. ASGT members can also offer trips under their own responsibility.

2.2. ASGT members collaborate with professional partners who grant travel packages or individually arranged additional services.

3. Conclusion of a contract

3.1. Contracts are concluded orally or by a written reservation on paper or electronic support and are accepted by a written confirmation.

3.2. A written order confirmation according to cipher 3.1 above contains the following information:

- a. type of order, location, date, hour and duration of the event
- b. contact data of the management of the trip and / or the local guide (member ASGT)
- c. price agreed upon (fee) and possible additional expenses.

3.3. Modifications such as the number of participants, the meeting place and the duration of the guided tour, according to the order confirmation received under cipher 3.2 above must be communicated by the constituent at least two weeks before the appointed date.

3.4. In case of late arrival of the constituent / the participants, the proxy waits 30 minutes at the meeting place. The constituent is not entitled to considerations such as extra time of the guided tour or event or of price reductions.

4. Honorary and payment modes

4.1. The following fee types apply:

- a. Tariff for one day with one or more services up to eight hours per day.
- b. Tariff per hour for services of less than eight hours per day.
- c. Tariff for overtime for services of more than eight hours per day.

4.2. When not agreed otherwise, the types of fee stipulated in cipher 4.1 above apply for groups of max. 25 persons. Larger groups need a parallel guide at the same fee as per cipher 4.1 above.

4.3. Generally, the services (guided tours of a city, accompaniment of a group, etc.) are payable in advance against invoice. Cash payments for short term reservations are possible.

4.4. Additional expenses or expenditures, e.g. public transport tickets, taxis, meals are not included in the fee. They must be reimbursed by the constituent.

4.5. The payment delay is 10 days from the invoice date. In case of delay or absence of payment from the constituent, the proxy (ASGT member) has the right to refuse the contracted service and can withdraw from the contract.

4.6. As a matter of principle, prices in Euro are based on the exchange rate of the day of payment. Transfers from outside of Switzerland can be made in Swiss Francs or Euros. Transfer fees are at the charge of the constituent.

5. Cancelling conditions

5.1. A cancellation by the constituent must be communicated to the proxy (ASGT member) in any case in writing.

5.2. Cancellations of a duly confirmed service has the following consequences for the constituent:

- a. Cancellations before 14 days before the beginning of the service imply no costs
- b. For cancellations less than 5 days before the beginning of the service or, for contracts of several days, less than 10 days before the beginning of the service, 50 % of the agreed fee is due
- c. In case of a non-announced cancellation or if the service has not been completed without prior information to the proxy, 100 % of the agreed fee is due.

6. Impediment of the proxy

If the proxy is prevented from fulfilling the contract in due time, he/she is obliged to supply a replacement of equal value. The services agreed upon must be supplied according to the contract agreed upon.

7. Final dispositions

7.1. Responsibility
Insurance is the responsibility of the participants.

7.2. Legal venue
These contract relations are subject to Swiss law.

The present General Conditions of Contract (GCC) enter into force on 01.01.2014.

Lucerne, January 2014