

## **Terms & Conditions**

The following booking conditions with any other written information we brought to your attention before we confirmed your booking forms the basis of your contract with **Matthias Lebo, Liquid Images, Rüdigerstrasse 12, 8045 Zurich, Switzerland**. Please read them carefully as they set out our respective rights and obligations.

By making a booking, the first named person on the booking (the “party leader”) agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Terms and Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions, disabilities, diving certification and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

These booking conditions apply to all trip arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “trip” or “arrangements” mean such trip arrangements unless otherwise stated.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. “We”, “us” and “our” means Matthias Lebo, Liquid Images, Rüdigerstrasse 12, 8045 Zurich, Switzerland company.

### **1. Making your Booking**

All our trips are packages only valid for a specific date and with specified options. Having established what these are, we will provide you with a Travel Quotation and Itinerary. If you wish to proceed with the booking, you will need to make the payment referred to in clause 2.

We will communicate with the party leader.

Subject to the availability of your chosen trip, we will confirm your trip by issuing a confirmation invoice. This invoice will be sent to the party leader.

Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 5 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

Where you request us to do so, we will communicate with you by e-mail in relation to your booking. In this case, you must check your e-mails on a regular basis. We may also

contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these booking conditions to “send” and “in writing” include communication by e-mail.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [bookings@matthiaslebo.com](mailto:bookings@matthiaslebo.com)

## 2. Payment and Fees

To confirm your booking, a deposit equivalent to 50% of your chosen arrangements is required at the time of booking. This enables us to go ahead and request confirmation of all elements of your itinerary with our suppliers. For some bookings, the required deposit will be higher, and we'll advise you if this is the case.

If you are booking within 12 weeks of departure, the full cost of the trip must be paid. As our holidays are all bespoke, the services included are subject to confirmation by the suppliers concerned which we can only request once you have made payment. Accordingly, no contract will exist until we issue our confirmation invoice as referred to above. If for any reason we are unable to confirm, all payments will be refunded.

The balance of the holiday cost must be received by us no less than 12 weeks prior to departure. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all payments made or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 9, calculated from the date on which we are reasonable in treating your booking as cancelled.

The price of your trip arrangement is quoted in EUROS. Any payment has to be executed in EUROS except if stated otherwise.

Transfer of payment can be made either via Paypal or via SEPA transaction. All fees/charges have to be payed by the traveler.

**SINGLE SUPPLEMENT:** Accommodations are based on double occupancy. A single supplement is paid by participants who specifically request single accommodations, subject to availability.

If you are traveling alone and wish to share accommodations, we will try to match you with a roommate of the same gender. If you request a roommate but one is not available 60 days prior to the trip, you will be charged the single supplement rate. This forced single supplement will be refunded prior to the trip if you are matched with a roommate.

## 3. Your Contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

#### **4. Jurisdiction and Applicable Law**

These Booking Conditions and any agreement to which they apply are governed in all respects by Swiss law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with in Zurich, Switzerland.

#### **5. Special Requests and Medical Conditions/Disabilities**

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.

If you have any medical condition or disability which may affect your trip or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. Information relating to any medical condition or disability will be passed on to suppliers as appropriate. Acting reasonably, if we or our suppliers are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **6. Insurance**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. You must provide us with the name of your insurer, policy number and 24 hour emergency number before you travel but we will not check your chosen insurance policy for suitability. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **7. Cutting your Holiday Short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **8. Changes by You and Transfers of Bookings**

Should you wish to make any changes to your confirmed trip, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can assist we will not charge an amendment fee but any costs or charges incurred or imposed by any of our suppliers will be payable. Certain changes may be treated by suppliers as a cancellation of the original booking and, where applicable, rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the trip price where, for example, the basis on which the price of the original trip was calculated has changed.

Transfer of Booking:

If you or any member of your party is prevented from traveling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the trip;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of 50USD per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 9 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for persons not traveling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 9. Cancellation by You

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately write to us. We strongly recommend you use recorded delivery. You must also notify us by e-mail to [bookings@matthiaslebo.com](mailto:bookings@matthiaslebo.com). Your notice of cancellation will only be effective when it is received in writing by us at our office. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling.

Period before departure within which written notification of cancellation is received by us.  
Cancellation charge per person cancelling

**12 weeks or more:           Deposit paid or payable for your chosen arrangements**  
**Less than 12 weeks:       100%**

Please note, special conditions are sometimes imposed by hotels which may result in higher cancellation charges. You will be advised at the time of booking where this is the case.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where you cancel and at the same time book alternative arrangements with us, the above cancellation charges will apply unless we agree, in our absolute discretion, to transfer some or all of the sums you have already paid to the new booking. Where we do so and the amount transferred is less than the deposit applicable to the alternative arrangements, any difference must be paid immediately.

Where any cancellation reduces the number of full paying party members below the number on which the price and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

## 10. Changes and Cancellation by Us

We take great care to ensure that all information provided at the time of booking is accurate. Occasionally, however, we have to make changes too and correct errors both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Please note, our trips require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular trip has not been received, we are entitled to cancel it. We will notify you of cancellation for this reason no later than 60 days before departure.

**Changes:** If we make a minor change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you.

**Cancellation:**

We reserve the right to cancel our trips due to insufficient demand, unsafe conditions, events beyond our control, Force Majeure, or any other reason at anytime. If we cancel a trip, we will notify you prior to the final payment due date (unless the cancellation is due to an unforeseen situation that arises after that). If we have to make a significant change or cancel, we will tell you as soon as possible.

## 11. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by “Force Majeure”. For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## 12. Your Responsibilities

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party’s full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 13. Responsibility

Certain services reserved by **Matthias Lebo, Liquid Images, Rüdigerstrasse 12, 8045 Zurich, Switzerland**, including but not limited to transportation, accommodations, restaurants and activities may be purchased from various independent suppliers not affiliated with us (referred to as “Third Party Supplier(s)” or “Supplier(s)”). We take reasonable care in selecting competent, reliable and qualified suppliers based on

information that is reasonably available to us. That said, we act only as an intermediary for these Third Party Suppliers and do not and cannot control the quality of their services. You acknowledge that you are aware and clearly understand that these Third Party Suppliers are independent contractors, are not managed by us. In the event of an injury, damage to property, delay or any other loss, compensation must be sought from the Third Party Suppliers, not from us. You understand further that each of these Third Party Suppliers is subject to the laws of the state or country in which the service is provided. The liability of Third Party Suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

#### **14. Conditions of Suppliers.**

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

#### **15. Passports, Visas and Health Requirements**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

#### **16. Image Release**

You grant us and our Suppliers a worldwide, royalty-free, perpetual license to use, re-use, distribute, display, create derivative works of, and reproduce any images, photos, or videos that you provide to us (whether directly or through a photo sharing service) in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for any purpose, including to promote and publicize our travel products and services worldwide.

You also acknowledge and agree that we or other parties, including but not limited to our Suppliers and other participants, may during your trip take or create images, photos, sound recordings and videos in any format that contain or feature you (collectively, "Images"). These images may contain your name, likeness, identity, photographic image, videographic image or oral or recorded statements. You agree that we and our Suppliers may use these Images for any purpose, including to promote and publicize our travel products and services, and grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images without your prior inspection.

