

## General Terms and Conditions (GTC)

The association St.Gallen-Bodensee Tourism is delighted you are interested in visiting the St.Gallen-Lake Constance region or wish to avail of a service offered by the association St.Gallen-Bodensee Tourism, Bankgasse 9, 9000 St.Gallen (hereinafter "SGBT") and thanks you for your trust. Please read the following General Terms and Conditions (GTC) carefully. Use of the services provided by SGBT automatically implies acceptance of these GTC.

### 1 Scope

These GTC form the basis and comprise an integral part of all legal relationships between the customer and SGBT, i.e. regarding use of the website [www.st.gallen-bodensee.ch/en](http://www.st.gallen-bodensee.ch/en), the provision and procurement of services on [www.st.gallen-bodensee.ch/en](http://www.st.gallen-bodensee.ch/en) as well as the booking of guided tours and adventure offers (see also clause 3 below). When making bookings or procuring other services via our online shop [www.shop.st.gallen-bodensee.ch/en](http://www.shop.st.gallen-bodensee.ch/en), special general terms and conditions and data protection provisions apply – these can be accessed at <https://shop.st.gallen-bodensee.ch/en/pages/allgemeine-geschaeftsbedingungen>. The customer's General Terms and Conditions of contract do not apply here.

### 2 Information on this website

The information, tenders, notices, etc. on this website are not binding offers. SGBT reserves the right to change details, invitations to tender and these General Terms and Conditions at any time.

Details about cultural events of all kinds, opening hours of public and private facilities, swimming pools and other leisure facilities, public transport timetables, including for ferry crossings, and weather conditions are provided for general information purposes only and are not binding on SGBT or the companies or organisers referred to by name. Visitors should obtain information in good time from the relevant companies or organisers before making any arrangements. For information on public and maritime transport, please see [www.sbb.ch/en](http://www.sbb.ch/en).

### 3 Guided city tours and «Culinary City Walk» and «Culinary Hikes» experience offers

The following provisions apply to the booking and processing of guided city tours, «Culinary City Walks» and «Culinary Hikes» offered by SGBT:

#### 3.1 Public guided city tours for individuals

Registrations for guided city tours for individuals should be made via the website <https://shop.st.gallen-bodensee.ch/en/>. Only last-minute bookings for same-day guided city tours can be made via the Tourist Information Office. Dates, times and prices of guided city tours are available from the Tourist Information Office.

Conditions may apply to participation in some guided city tours, e.g. wearing suitable footwear.

Participants are responsible for making sure they arrive at the meeting point on time. Tours start on time. Neither SGBT nor the guide is obliged to wait for late participants.

Booked guided tours cannot be cancelled, i.e. the fee paid will not be refunded. If participants do not show up for a guided tour (no-show) or they arrive late, the fee paid will not be refunded.

Participants must follow the guide's instructions, particularly in relation to consideration of other participants and road users. In addition, clauses 3.2.6 and 4 et seq. shall apply.

## 3.2 Guided city tours for private groups

### 3.2.1 Booking and prices

Proposals for guided tours are non-binding. The proposals indicate those services that are included in the prices and those that cost extra. Payment deadlines are also indicated in the proposals.

Price quotations provided in EUR are for general information only. The CHF prices are definitive.

The following surcharges per group are added to the standard prices:

- Bilingual guided tour: CHF 20
- Guided tour in a foreign language: CHF 20
- Evening guided tour from 6 pm, on Sundays and public holidays: CHF 20
- Evening guided tour from 8 pm: CHF 40
- Express bookings (within one working day or less of a tour): CHF 40
- A fee of CHF 20 will be charged for the issue of a separate invoice

### 3.2.2 Conclusion and performance of the contract

The contract is concluded upon confirmation by SGBT.

Depending on the tour requested, conditions for participation, such as wearing sensible footwear, may apply. This follows from the SGBT proposal. Guides are entitled to exclude from the tour those who do not meet the conditions for participation, with no [pro rata] refund of the fee paid. See clause 3.2.6.

The guides will wait at the meeting point for a maximum of 30 minutes. In case of late arrivals, the tour will be shortened accordingly. In the event of a no-show, the fee paid will not be refunded.

### 3.2.3 General information on changes and cancellations

Changes to bookings and cancellations can only be processed during office hours, i.e. Monday to Friday from 9 am to 12 pm and from 1.30 to 5 pm.

The costs of cancellation will be calculated according to the date on which SGBT receives notification during normal office hours, i.e. Monday to Friday from 9 am to 12 pm and from 1.30 to 5 pm. Cancellations and changes to bookings notified outside normal office hours, on Saturdays and Sundays, and on public holidays in the canton of St.Gallen will be processed on the next working day.

### 3.2.4 Changes to tours

The first change of tour or date is free of charge subject to the following provisions and providing the tour takes place within three months (calculated from the date of the booked tour). Any further changes, as well as changes at short notice (less than 48 hours before the event), will be charged at CHF 20 each time. Changes to dates less than eight days prior to the tour will be treated as cancellations (clause 3.2.5), and customers will be invited to register again.

### 3.2.5 Cancellations

In the event of a cancellation, the following costs apply:

- Cancellations up to eight days before the tour: free of charge.
- Cancellations seven to five days before the tour: refund of 50% of the cost of the guided city tour (including any surcharges) and, if booked, an additional 50% refund of the cost of mini e-bike rental.
- Cancellation less than five days before the tour or no-shows: no refunds shall apply.

### 3.2.6 Cancellation of the guided city tour by SGBT and exclusion of participants

SGBT reserves the right to cancel a guided city tour if there are compelling reasons for doing so, i.e. government measures, danger to participants or guides, force majeure, natural events, objective impossibility, etc. In this case, the fee paid will be refunded. Further claims are excluded.

SGBT reserves the right to exclude a group or individual participants from the guided tour if they do not fulfil the conditions for participation, if their conduct continually disrupts the guided tour, if they pose a danger to other participants, the guides, third parties or traffic, or if they do not comply with the health and safety regulations (clause 4). The fee for the guided tour and any additional services will not be refunded (not even on a pro rata basis) or will remain owed. Further claims, in particular for damages, remain reserved.

## 3.3 «Culinary City Walk» and «Culinary Hike» experience offers

For «Culinary City Walks» and «Culinary Hikes» that are not booked via the webshop <https://shop.st.gallen-bodensee.ch/en/>, i.e. usually for groups of seven or more persons, the following contractual conditions apply:

Proposals for «Culinary City Walks» and «Culinary Hikes» are non-binding. The proposals indicate those services that are included in the prices and those that cost extra.

The contract for «Culinary City Walk» or «Culinary Hike» experiences is concluded upon dispatch of confirmation by SGBT. The person making the booking is responsible for paying for the service booked. Payment deadlines can be found in the confirmation or the additional payment link sent. Payment must be received by SGBT at the latest before the start of the «Culinary City Walk» or «Culinary Hike».

The person making the booking shall receive the necessary documents for the «Culinary City Walk» or «Culinary Hike». The booking confirmation must be presented to the restaurants upon request before any food or drink are consumed.

The «Culinary City Walks» and «Culinary Hikes» are held in all weathers. Participants should wear suitable clothing. Proper walking shoes are recommended for the «Culinary Hikes». «Culinary

City Walks» and «Culinary Hikes» are not led by a guide. Groups undertake the «Culinary City Walks» or «Culinary Hikes» at their own liability.

Restaurants are to be visited at the agreed times. Guests should inform the restaurant of any late arrivals in good time. In the event of a late arrival without prior notice, neither the restaurant concerned nor SGBT can guarantee service. If services not included in the price of the «Culinary City Walk» or «Culinary Hike» are availed of, they must be paid for directly on site.

## Changes to bookings and cancellations

- Changes to bookings and cancellations up to eight days before the date of the city walk or hike: free of charge.
- Changes to bookings and cancellations from seven to five days before the date of the city walk or hike: a refund of 50% of the booking fee will apply.
- Changes to bookings and cancellations less than five days before the date and no-shows: no refunds shall apply.

The cost of a cancellation, including changes to bookings, is calculated according to the date of receipt of the notification by SGBT during normal office hours, i.e. Monday to Friday from 9 am to 12 pm and from 1.30 to 5 pm. Cancellations or changes to bookings outside normal office hours, on Saturdays or Sundays, or on general public holidays in the canton of St.Gallen will be processed on the next working day.

## 4 Health and safety regulations

SGBT points out that health and safety regulations may be issued in relation to Covid-19 and for other reasons. These may change at short notice. Any participant in a guided tour or experience is responsible for ensuring that they comply with these regulations and take the required precautions in good time. In accordance with State regulations and the safety procedures of SGBT and the service providers, all hygiene regulations (e.g. mask-wearing) must be complied with. If a participant is unable or unwilling to comply with these health requirements, costs will apply in the event of cancellation. Costs also apply if a participant is unable or unwilling to comply with State hygiene regulations or the safety procedures of SGBT or the service provider and therefore cancels the service.

## 5 Liability of SGBT

SGBT has carefully compiled the information contained on its website [www.st.gallen-bodensee.ch/en](http://www.st.gallen-bodensee.ch/en). However, from time to time, information may become outdated. Website users and customers should always obtain information in advance and in good time from the relevant companies or from SGBT. In particular, information on the opening hours of public and private institutions, museums, swimming pools, exhibitions and cultural events of all kinds may change at any time. SGBT is not liable if public or private institutions, museums, swimming pools or other businesses listed on the website [www.st.gallen-bodensee.ch/en](http://www.st.gallen-bodensee.ch/en) restrict their opening hours or capacities, or temporarily suspend operations.

In the case of guided city tours and adventure offers organised by SGBT, participants must adhere to any instructions given by the guides or the guidelines in documents provided. SGBT assumes no liability for accidents, damage to property or theft caused by third parties or other

participants, or if the conditions for participation, instructions given by the guide or guidelines in the documents provided are not adhered to. In addition, the following provisions apply.

SGBT accepts liability within the scope of the statutory provisions, with liability for minor negligence being excluded under all legal titles. Liability is limited to direct, immediate damage. Indirect, collateral damage is excluded from liability.

These liability provisions apply to contractual, quasi-contractual and non-contractual liability.

For bookings made via the website <https://shop.st.gallen-bodensee.ch/en>, only the terms and conditions posted on <https://shop.st.gallen-bodensee.ch/en> will apply.

## 6 Data protection (summary)

All personal data of customers and participants will be treated confidentially by SGBT. SGBT uses the data for the proper performance of the contract and transmits it to the service providers and guides for this purpose. Guides destroy the data after the guided tours. The following data is usually collected when booking guided city tours and adventure offers: first name, surname, address, email address, telephone number, desired guided tour and any other services booked in connection with the guided tour. The following data will be processed for enquiries: first name, surname, email address, telephone number, the request and all other data provided by the person making the enquiry that is necessary for providing a response and concluding a contract, if applicable. Upon written request, the customer has the right to access, correct or request the deletion of data concerning them that is contained and processed in the SGBT database (unless the data has to be retained in accordance with other legal provisions). The detailed privacy policy is available at <https://st.gallen-bodensee.ch/en/data-protection.html>.

## 7 Amendments to the GTC and severability clause

### 7.1 Individual changes to the GTC

Individual agreements that amend these General Terms and Conditions shall be in writing.

### 7.2 Severability clause

Should any provision of these GTC be wholly or partially invalid or later lose its legal validity, the validity of the remaining provisions will not be affected. Insofar as legally permissible, another appropriate provision should apply which comes closest in terms of content and economic effect to what the partners intended or would have intended had they considered the invalidity of the provision concerned.

## 8 Applicable law and place of jurisdiction

The legal relationship between the visitors to the website [www.st.gallen-bodensee.ch/en](http://www.st.gallen-bodensee.ch/en) and the customers and participants is governed exclusively by Swiss law (excluding the UN Convention on Contracts for the International Sale of Goods). This choice of law is subject to the mandatory applicable legal provisions.

St.Gallen is agreed as the exclusive place of jurisdiction. SGBT may also take legal action against the customer at their registered office or place of residence. This jurisdiction clause is subject to the mandatory applicable legal provisions.

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