

General Terms & Conditions (T&Cs)

Schaffhauserland Tourismus

The Schaffhauserland Tourismus association is pleased that you (hereafter referred to as the 'Customer') are interested in staying in the Schaffhausen region, or in the services of Schaffhauserland Tourisms (hereafter SHLT) and thank you for your trust in us.

SHLT asks you, as a Customer, to carefully read the following General Terms & Conditions (hereafter referred to as T&Cs). By utilising SHLT services or ordering from the website and Ticket Shop, the Customer accepts the following T&Cs, without reservation.

1 Scope

1.1 SHLT as a provider / event organiser

These T&Cs regulate the contractual relationship between the Customer and SHLT for services for which SHLT itself acts as a provider / event organiser (for example, city tours, package deals, group trips etc.). The Customer must accept these T&Cs when ordering.

1.2 SHLT as a mediator of third party services

If SHLT mediates third party services (for example hotel reservations, rooms for events, tickets for events etc.), a contract is established between the respective third party and the Customer. The fact that there is a contractual relationship in this case between the third party and the Customer is not changed by any development of the order process by SHLT.

In each case, the T&Cs of the respective service provider apply, which are expressly mentioned upon confirmation.

2 SHLT as a provider / event organiser

2.1 SHLT as a provider

If SHLT acts as an event organiser for offers such as city tours, package deals or group offers, a contract is established between SHLT and the Customer.

2.2 Establishment of a contract with SHLT

The offers on the website or in other communications from SHLT represent non-binding offers (invitation for an offer). By ordering (in writing, by e-mail, by telephone or by sending the completed entry form), the Customer is providing SHLT with a binding offer to complete the contract and accepting the SHLT T&Cs and cancellation conditions. If the receipt of the Customer order is then confirmed (by telephone, in writing, by sending an e-mail or a system message), this confirmation of receipt does not yet represent acceptance of the offer. The contract is only established if SHLT accepts the Customer's offer and expressly confirms the order with the Customer. If the Customer has only transmitted a non-binding offer query by telephone, in writing, by e-mail or by sending the completed entry form, the reply from SHLT represents the offer to complete a contract. The contract is established upon the express acceptance of the offer by the Customer.

2.3 Contract fulfilment and cancellation

SHLT is obligated to correctly fulfil the contractual services. However, express attention is drawn to the fact that, when organising the offered events, it is not compulsory to wait for delayed participants; this is in no way poor contract fulfilment on the part of SHLT.

If the service becomes impossible to fulfil or is cancelled by SHLT after a contract is completed for reasons for which SHLT alone is responsible, any payments already made by the Customer will be reimbursed. Any remaining open services by SHLT to the Customer from the cancelled booking will be voided.

If the service is rendered impossible or cancelled by SHLT for reasons for which SHLT is not responsible, there is no obligation for reimbursement on the part of SHLT.

The cancellation conditions from SHLT listed under points 3 and 5, which the customer must accept when ordering, are decisive for the financial consequences of a cancellation of the service by the Customer.

2.4 SHLT liability

SHLT is only liable for intentional and gross negligence for the cases mentioned in this point in which it acts as an event organiser / provider. Liability for slight negligence and liability for auxiliary persons is excluded. SHLT is not liable in any case for instances where the Customer is at fault and for third party fault. Liability for lost earnings or for further direct or indirect consequential damages is excluded.

Moreover, liability which results from access to elements on the www.schaffhauserland.ch website or their use is also excluded.

The Customer is solely responsible for the safe storage of valuable objects during events that are carried out by SHLT.

2.5 Guarantee

SHLT can request a credit card for the binding confirmation at any time as a payment guarantee or for an advanced payment.

3 **City tours**

The following additional conditions apply to city tours organised by SHLT:

3.1 Contract completion

The contract is established with the acceptance of the written (e-mail, internet or letter) or oral (telephone, counter) booking by SHLT.

3.2 Payment conditions

All prices are in Swiss francs and, unless otherwise stated, include the statutory VAT. For invoicing in euros, the conversion into euros is done according to the exchange rate determined by SHLT.

3.2.1 Group tours

Payment is possible by credit card or invoicing. You will receive the invoice by e-mail, or by post at your express request.

3.2.2 Public tours

All tickets are non-refundable. SHLT reserves the right to cancel public tours due to minimum participant numbers or force majeure. In this case, the Customer may claim a refund or exchange.

The cost of tickets for public tours can be paid in our Visitor Centre / Tourist Office in cash or by card or online by credit card.

3.3 Group sizes

The maximum group sizes can be found at www.schaffhauserland.ch under the corresponding tour.

Parallel tour guides (if available) are required for larger tour groups.

3.4 Group tour express surcharge

An express surcharge is applied to bookings made on the day before the tour date. 40.00 CHF per guide.

3.5 Cancellations

3.5.1 Group tour cancellations by the guest

Group no show: 100% of the costs

Cancellation less than 48 hours before the tour: 100% of the costs

Cancellation more than 48 hours before the tour: fixed fee 40.00 CHF (processing fee)

3.5.2 Programme changes and tour cancellations by SHLT

A tour may be subject to changes due to unforeseeable circumstances. In this case, SHLT will strive to provide a replacement of equivalent value or another suitable solution. SHLT may cancel an event due to reasons of force majeure, official measures, disasters, technical defects etc. and reimburse any amounts already paid.

3.6 Guide waiting times

In the event of delays, the tour will be shortened accordingly or a surcharge of 40.00 CHF per half hour or part thereof will be charged. The surcharge will be charged with the total amount (no cash payment on the spot).

The waiting time for our guides on site is a maximum of 30 minutes.

3.7 Re-bookings / changes

40.00 CHF is charged for all re-bookings and changes (i.e. time, date, location) after receipt of our confirmation.

3.8 Miscellaneous

3.8.1 Tours take place in all weathers and are carried out on foot. Please ensure you have appropriate footwear.

3.8.2 Price alterations remain reserved. All rates are inclusive of statutory VAT.

3.8.3 Trip organisers receive a 10% reduction on group tours.

Lansquenet, night watchmen, wine, reformation and gourmet Schaffhausen tours are excluded from this.

3.9 Liability

No liability is accepted for accidents during the tour. The participant is responsible for insurance.

3.10 Additional boat tours (Weidling)

A one-off fee of 30.00 CHF is charged for cancellation due to bad weather up to 24 hours before boat tour departures.

For any other cancellations, the following fees are charged for the organisational work: Cancellation less than 48 hours before the trip: 100% of the costs, cancellation more than 48 hours before the trip: fixed fee 40.00 CHF (processing fee).

The boat tour operator may cancel without charge due to floods (in particular in June). This particularly affects trips to and from Laag/Katharinental and Diessenhofen. Such cancellations are generally made early so that the Customer can still make new arrangements.

4 Ticket Shop www.sh-ticket.ch

Tickets for public city tours (offered by SHLT), online vouchers and external events where SHLT is involved as a pre-selling organisation are available at the SHLT Ticket Shop.

4.1 Payment conditions

Tickets and vouchers can be bought online with a credit card and print@home.

Tickets and vouchers are also available at the counter in the Visitor Centre Schaffhausen or in the Stein am Rhein Tourist Office. Payment can be made in cash or by card.

4.2 Exchange

Tickets can be exchanged under the following conditions:

A fixed fee of 10.00 CHF is paid and the exchange must take place at the Schaffhausen Visitor Centre or in at the counter in the Stein am Rhein Tourist Office. An exchange can only take place if the tickets are returned and the exchanged with the same event organiser.

There are no refunds.

4.3 Return and cancellation

Cancellation is generally not possible. For public tour tickets, the cancellation provisions according to the General Terms & Conditions valid at the time of the booking apply. The cancellation conditions of the external provider apply to tickets for external events. Vouchers cannot be reimbursed or exchanged for cash. If a voucher with paid service is cancelled, the cancellation provisions according to the General Terms & Conditions (of SHLT or the external provider) valid at the time of the booking apply.

5 Individual and group offers organised by SHLT

The additional following conditions apply to the individual or group offers and packages organised by SHLT:

5.1 Contract completion

The contract is established with the oral or written booking of an offer. In the event of early booking, the reservation is generally confirmed by SHLT in writing.

5.2 Services

The services are listed in the description of the corresponding offer. Where options are listed (i.e. various hotels), these are determined by SHLT according to availability. The Customers preferred option are taken into consideration wherever possible.

5.2.1 Mediation of third party services

For third party services mediated by SHLT (i.e. hotel rooms, catering, framework programmes etc.), the contract regarding the service content of the third party is established between the Customer and the corresponding event organiser. SHLT is not considered a contractual partner. Third party services are subject to the service provider's contract conditions.

5.2.2 Changes to prices or services

Price changes to previously published standard price examples as well as changes to services are possible, provided the character of the offer is retained. The services and prices defined at the time of the booking apply. You will usually receive an individual offer prior to booking. If there are significant changes after the booking, you can accept these changes or withdraw from the contract.

5.3 Number of participants

The number of people, which is to be declared to us at least 5 working days in advance, is decisive for ordering goods and invoicing.

5.4 Payment conditions

All prices are in Swiss francs and, unless otherwise stated, include statutory VAT.

In cases of overnight accommodation, the statutory visitor's tax is added per person and per night to the overnight price.

The offer can be paid for by invoice or credit card. The payment deadline is stated on the invoice and is normally 30 days.

5.4.1 Package offer

For package offers, the pre-payment of the package offer price is usually due upon completion of the contract.

A package offer is when several tourist services (i.e. city tour, evening meal, boat trip) are offered for an overall price.

5.4.2 Group trips

SHLT creates an overall invoice for services booked via SHLT. The invoice is sent after the excursion (after receiving the invoices of the booked service providers).

5.4.3 Payment delay

If the Customer has neither paid the invoice in full nor provided justified objections to the invoice in writing by the time it is due, the Customer is immediately in arrears.

The Customer bears all costs that result for SHLT due to the payment arrears. In particular, the Customer owes SHLT delay interest of 5% as well as a warning fee of 30.00 CHF per warning.

5.5 Re-bookings / changes

There is a minimum processing fee of 50.00 CHF for every re-booking or change.

5.6 Cancellation costs

Cancellation after receipt of a definitive confirmation: 10% of the overall costs, at least 50.00 CHF

Cancellation less than 3 days before the start: 50% of the overall costs

Cancellation less than 24 hours before the start or no-show: 100% of the overall costs

For security reasons, in particular for hotel bookings, credit card details and details of the holder may be requested. Obtaining cancellation cost insurance is recommended for higher amounts in particular, in case you cannot make your trip for health reasons. The offer can be transferred to one/several replacement people organised by you to at least the same extent.

If services are booked with third parties and the Customer confirms, the cancellation conditions of the booked provider apply in addition to those stated above.

5.7 Programme changes and offer cancellation by the event organiser

An offer may be subject to changes due to unforeseeable circumstances. In this case, SHLT will strive to provide a replacement of equivalent value or another suitable solution.

SHLT can cancel the offer in the event of force majeure (natural catastrophes, unrest, strikes etc.), official measures, disasters, technical defects etc. If the offer is cancelled by SHLT before the trip starts, any already paid offer price will be reimbursed.

5.8 Complaints

If the offer does not correspond to the contractual agreement or if it results in damages, the corresponding defect or damage must be immediately queried with the affected service provider. If no suitable solution can be found by the service provider on location and the defect is therefore not or unsatisfactorily resolved, a corresponding written complaint is to be submitted to SHLT at the latest 30 days after the contractually agreed end of the offer. In the event of a failure to submit a complaint to the service provider on location or non-compliance with the written complaint deadline of SHLT, all claims lapse without further consequences.

5.9 Liability

SHLT is only liable for any damages for which SHLT bears responsibility and for which it is expressly legally obligated. No liability is accepted for theft or damage to valuable objects and luggage. It is recommended to take out the required insurance, in particular accident and health insurance.

SHLT accepts no liability for damages that result to the customer in connection with the service of the third party. Any claims for damages have to be directed to the third party.

6 Organisation of group trips with overnight accommodation

In addition to the provisions mentioned above, the following conditions apply for the accommodation mediated by SHLT:

6.1 Offers for group trips

If the Customer makes a cancellation after being sent an offer with several provisional reserved offers, SHLT will add a processing fee of 50.00 CHF to the invoice.

6.2 Coordination of room allocation

A processing fee of at least 150.00 CHF is charged for occasions where SHLT takes on the coordination and management of room allocations (call contingencies).

This fee includes the creation of an online reservation link for the event organiser's website.

7 Sale of merchandising items by SHLT

The sale of merchandising items by SHLT is solely orientated on the provisions of the Swiss Code of Obligations regarding purchasing (OR 184ff).

8 SHLT website

www.schaffhauserland.ch

8.1 Contents of the SHLT website

SHLT operates the website www.schaffhauserland.ch and provides its own services on this site. The site also offers third parties the opportunity to provide their services.

8.2 Guarantee and liability exclusion

SHLT uses all care to guarantee the reliability of the information that is published on its website. However, there is expressly no guarantee for the precision, reliability or completeness of the information. Further, SHLT cannot accept any responsibility for interruption to the website functionality or the freedom of the server from harmful components.

Any liability on the part of SHLT which results from access to the elements on the website or their use is excluded.

8.3 Links

SHLT is neither responsible nor liable for the content of functionality of linked websites of third parties. The organisation has no influence on the content design of these websites. The Customer consults these websites at their own risk.

8.4 Intellectual property / intellectual property rights

The entire content of the website www.schaffhauserland.ch, the contents of the newsletter which can be subscribed to and communication from SHLT are copyright protected. The owners of the protected elements are either SHLT or third parties who have agreed to the use of elements by SHLT. Visitors to the website are not assigned ownership or usage rights to the elements of the website or software, in particular no licence to copyright or brand protected content.

The contents and all elements on the website may only be downloaded or printed out if the copyright mark or other protection designations are removed and source details are provided. SHLT expressly reserves all rights.

The complete or partial reproduction, transfer, modification or use of the website www.schaffhauserland.ch for public or commercial purposes is forbidden without the prior written approval of SHLT.

9 Events in the Visitor Centre and Vinorama

9.1 Rental objects

- The entry area with digital presentation wall in the Visitor Centre (switch hall) and the Vinorama on the ground floor of 73, 8200 Schaffhausen.
- Sanitary facilities in the foyer (Rathauslaube).

All further areas in the Visitor Centre (including sale of goods, tables, front desk, back office tables and the office rooms, as well as the meeting room on the first floor) may neither be used nor entered.

9.2 Rents and off-setting

The rental amount is invoiced by the lessor. Invoice payment is due within 30 days of the invoice date.

9.3 Processing and cancellation of the event by the guest

- Changes to the exhibition of the definitive confirmation (processing fee) according to the amount of work done, however at least 40.00 CHF.
- No show: 100% of the costs.
- Cancellation less than 48 hours before the event: 100% of the costs.

9.4 Lessee services and obligations

The rental material is to be handled carefully and for the intended purpose. In the event of any damages, the lessee is obligated to provide a replacement. Changes to the rental material require the express approval of the lessor. The lessee is obligated to keep noise to a minimum. During the Schaffhauserland Tourismus opening times, the lessee will take the business activities at the information counter into consideration avoid causing impediments.

Cleaning:

- The lessee transfers the rental object immediately after the event in a clean-swept condition. The lessor takes on the final cleaning. The corresponding costs are included in the package price.
- If cleaning is required beyond a normal extent (additional cleaning), we reserve the right to invoice the lessee for this.

Opening/closing the spaces:

- The lessor and lessee regulate the opening/closing (hand out and return of key) of the spaces in mutual agreement.

The following agreement applies to the use of the toilet facilities:

- The «Ladies'» and «Men's» toilets in the foyer of the Rathauslaube are only available to the lessee, its guests and the event participants.
- The toilet facilities on the ground floor are available for wheelchair users.

NO SMOKING is allowed anywhere in the entire building! This is to be strictly observed.

The lessee is also obligated to exclusively serve Schaffhauser wine in the rented spaces.

During events, a person authorised by the lessor is responsible for the rental object. Any additional costs for support will be invoiced according to the booking confirmation.

9.5 Liability

The lessor expressly rejects any liability in connection with the rental.

10 Data protection

SHLT is obligated to treat personal data (data about a certain or an ascertainable person) according to the regulations of the Swiss data protection legislation.

Please refer to the Privacy Policy of Schaffhauserland Tourismus in regard to this.

11 Final provisions

11.1 Severability clause

Should a provision of these T&Cs be found fully or partially invalid, this will be replaced by an equivalent provision which most closely matches the economic value of the invalid provision. The validity of the remaining provisions remains unaffected by this.

11.2 Adjustment to these T&Cs

SHLT reserves the right to change these T&Cs at any time. The respectively valid version is published on www.schaffhauserland.ch and applies for orders that take place from the launch date. The version valid at the time of the order is respectively valid.

11.3 Applicable law and jurisdiction

Swiss law is exclusively applicable to the contractual relationship, in particular the Federal law regarding package trips (SR 944.3).

The jurisdiction is Schaffhausen.

Schaffhausen, November 2023