

# Terms and Conditions (T&Cs) Luzern Tourismus AG (LTAG)

We are delighted that you are interested in a trip to Lucerne and would like to thank you for the trust you have placed in us. Please read through the following general contractual terms carefully.

## 1 Scope of application of the Terms and Conditions

### 1.1 Luzern Tourismus AG as provider/organiser

These Terms and Conditions (hereinafter referred to as “T&Cs”) govern the contractual relationship between customers and Luzern Tourismus LT AG with its registered office at CH-6002 Lucerne, Bahnhofstrasse 3 (hereinafter referred to as “Lucerne Tourism”) concerning services provided for a fee or free of charge for which Lucerne Tourism is itself named as the provider/organiser (e.g. city tours, package offers, drinks receptions/programmes for visitors in Weggis and Vitznau, etc.). Customers must accept these Terms and Conditions when they place an order. The details are regulated in Section 3 below.

### 1.2 Lucerne Tourism as an intermediary for third-party services

If Lucerne Tourism is arranging third-party services for customers as an intermediary (e.g. hotel reservations, venues for events, tickets for excursions or events, bookings for Vitznau Fortress, etc.), the contract shall be concluded directly between customers and the relevant third party. Although the order process may be handled by Lucerne Tourism, the contractual relationship shall still be between customers and the third party in this case. The terms and conditions of the relevant service provider mentioned explicitly with the offers shall always apply. The details are regulated in Section 4 below.

## 2 Lucerne Tourism websites [www.luzern.com](http://www.luzern.com), [www.weggis-vitznau.ch](http://www.weggis-vitznau.ch), [www.ltnet.ch](http://www.ltnet.ch) and [www.lichtfestivalluzern.ch](http://www.lichtfestivalluzern.ch)

### 2.1 Content of the Lucerne Tourism website

Lucerne Tourism operates the websites [www.luzern.com](http://www.luzern.com), [www.weggis-vitznau.ch](http://www.weggis-vitznau.ch), [www.ltnet.ch](http://www.ltnet.ch) and [www.lichtfestivalluzern.ch](http://www.lichtfestivalluzern.ch) and offers its own services there. The site also allows third parties to offer their services. The general data protection provisions at [www.luzern.com/privacyprotection](http://www.luzern.com/privacyprotection) apply.

### 2.2 Exclusion of warranty and liability

Lucerne Tourism takes all possible care to ensure the reliability of the information published on its websites. However, it explicitly provides no warranty in respect of the accuracy, reliability or completeness of the information. Furthermore, Lucerne Tourism cannot accept any responsibility to the effect that the functions on the website will not be interrupted or that the server is free from harmful contents. All liability of Lucerne Tourism as a result of access to the elements of the websites or use thereof is hereby excluded.



## **2.3 Links**

Lucerne Tourism is neither responsible nor liable for the content or effective operation of linked third-party websites. The organisation has no influence on the content of these sites. Customers consult these websites at their own risk. The relevant conditions of use, general terms and conditions and data protection provisions of the linked website apply.

## **2.4 “Free WiFi LUZERN.COM” WiFi network**

Access to the “Free WiFi – LUZERN.COM” WiFi network operated by Lucerne Tourism in Lucerne City is governed by the “[Free WiFi – LUZERN.COM conditions of use](#)”. These conditions of use apply to the use of free WiFi access and supplement these Terms and Conditions (T&Cs) of Lucerne Tourism.

# **3 Lucerne Tourism as organiser/provider**

## **3.1 Lucerne Tourism as organiser**

If Lucerne Tourism is named as the organiser of offers such as city tours, packages or visitor programmes, the contract shall be concluded between customers and Lucerne Tourism in accordance with the following arrangements.

## **3.2 Concluding the contract with Lucerne Tourism**

The offers on the websites or in other means of communication used by Lucerne Tourism are non-binding invitations to make an offer. By placing an order (in writing, by e-mail, by telephone or by sending off the completed input form), customers make Lucerne Tourism a binding offer to conclude a contract and accept the T&Cs of Lucerne Tourism and the cancellation conditions. If receipt of the order is subsequently confirmed to customers (by telephone, in writing, by sending an e-mail or in an automated message), this order confirmation does not yet constitute acceptance of the offer. The contract will not be concluded with binding effect until Lucerne Tourism has accepted customers' offers and explicitly confirmed the order. Lucerne Tourism confirms the order, and therefore concludes the contract, with its confirmation e-mail. If customers have only sent an invitation to make an offer by telephone, in writing, by e-mail or by sending off the completed input form, Lucerne Tourism's reply shall constitute the binding offer to conclude a contract. In this case, the contract will not be concluded until customers have explicitly accepted the offer.

## **3.3 Performance of the contract and cancellation**

Lucerne Tourism undertakes to perform the services covered by the contract correctly. However, customers should be aware that it is not always possible to wait if participants are late for the events offered. This in no way constitutes a failure on the part of Lucerne Tourism to perform the contract adequately. If, after the conclusion of the contract, the service becomes impossible due to reasons for which Lucerne Tourism is solely responsible or is cancelled by Lucerne Tourism, payments already made by customers shall be refunded. Any outstanding claims of Lucerne Tourism against customers arising from the cancelled reservation shall be rescinded.

If the service becomes impossible due to reasons for which Lucerne Tourism is not responsible (e.g. force majeure etc.) and is therefore cancelled by Lucerne Tourism, Lucerne Tourism shall be under no obligation to issue a refund. The cancellation conditions below apply to the financial consequences if customers cancel a service. Customers are informed about and accept the cancellation conditions when they place an order.

### **3.4 Liability of Lucerne Tourism**

In the cases mentioned in this section where it is named as the organiser/provider, Lucerne Tourism shall only be liable for intent and gross negligence. Liability for moderate and minor negligence as well as for auxiliaries is excluded. Lucerne Tourism shall not be liable if customers or third parties are at fault. Liability for loss of profits or for other direct or indirect consequential damage is excluded. Furthermore, liability as a result of access to elements of the website [www.luzern.com](http://www.luzern.com) or use thereof is excluded. Customers are themselves responsible for the secure storage of valuables during events organised by Lucerne Tourism.

### **3.5 Sale of merchandise by Lucerne Tourism**

The sale of merchandise by Lucerne Tourism is based exclusively on the provisions of the Swiss Code of Obligations regarding sale (Art. 184 et seq. CO).

### **3.6 Sale of city tours by Lucerne Tourism**

In addition to the provisions under 3.1 to 3.4, the following terms and conditions apply to city tours organised by Lucerne Tourism:

#### **3.6.1 Payment terms**

##### **3.6.1a Private group tours**

Payment is made by credit card (Visa or MasterCard) or cash in Swiss francs or euros at the time of the tour. The issuing of an invoice incurs a charge of CHF 20. Lucerne Tourism reserves the right to request a deposit for confirmed services. All prices are in Swiss francs and include mandatory VAT. Conversion into euros is performed at the current daily rate.

Lucerne Tourism reserves the right to cancel group tours due to force majeure. If this happens, customers shall be entitled to an exchange or refund. This remains subject to the regulations specified separately in Section 3.6.3.

##### **3.6.1b Public tours**

Tickets for public tours can be paid for at the Tourist Information office. The Tourist Information office accepts cash, credit card, voucher or EC card payments. Alternatively, tickets can be purchased online at [www.luzern.com](http://www.luzern.com) using a credit card. All prices are in Swiss francs and include mandatory VAT. Conversion into euros is performed at the current daily rate.

All tickets are non-refundable. Lucerne Tourism reserves the right to cancel public tours if the minimum number of participants is not met or due to force majeure. If this happens, customers shall be entitled to an exchange or refund.

#### **3.6.2 Guarantee**

Lucerne Tourism may request a credit card to guarantee payments whenever customers make a binding reservation.

#### **3.6.3 Cancellation costs**

The following costs shall be invoiced if customers cancel a reservation:

- No-show of the group: 100% of the costs
- Cancellation within 24 hours of the tour: 100% of the costs
- Cancellation between 1 and 30 days of the tour: administrative charge of CHF 90.00
- Cancellation 31 days or more before the tour: no charge

Confirmed services provided by partner businesses (aerial cableways, restaurants, etc.) are subject to the terms of those businesses. Any cancellation costs will be passed on directly with no surcharge.

#### **3.6.4 Delays/guide waiting times**

In the event of a delay, the duration of the tour will be shortened by the amount of time spent waiting or the delay. Our guides will wait for a maximum of 35 minutes at the tour location. After they have waited for 35 minutes without customers arriving, Lucerne Tourism may call off or cancel the booked tour. Arriving more than 35 minutes late shall be deemed to be a no-show. No costs will be refunded.

#### **3.6.5 Programme changes and cancellation of a tour by Lucerne Tourism**

A tour may be changed due to unforeseeable circumstances. If this happens, Lucerne Tourism shall endeavour to find an equivalent substitute or another suitable solution.

In the event of force majeure, official measures, accidents, technical defects, etc., Lucerne Tourism may cancel a tour and refund the amount already paid.

#### **3.7 Sale of package offers by Lucerne Tourism**

In addition to the provisions under 1.1 to 3.6, the following terms and conditions apply to package offers sold by Lucerne Tourism:

##### **3.7.1 Package offer**

An offer is considered a package offer if accommodation (for at least one night) is offered in combination with another tourist service for an overall price (e.g. the Yoga meets Weggis package).

##### **3.7.2 Payment terms**

With a package offer, the total amount for all services is paid directly at the accommodation. Prices are in Swiss francs and include VAT. The statutory local taxes, accommodation charges and, if applicable, resort taxes per person per night shall be added to the price for an overnight stay and are not included in the price given.

##### **3.7.3 Cancellation costs**

As the party entering into the contract with customers, only the third parties shall be responsible for the performance of the contract. The third parties' contractual terms and cancellation conditions shall apply. Lucerne Tourism provides no warranty whatsoever in respect of the correct performance of the contract by the third parties. Any complaints shall be addressed solely to the third parties without delay.

##### **3.7.4 Cancellation cost insurance**

Customers are responsible for taking out cancellation cost insurance.

##### **3.7.5 Programme changes and cancellation of the package offer by the organiser**

The package offer may be changed due to unforeseeable circumstances. If this happens, Lucerne Tourism shall work with the third-party provider to do its best to find an equivalent substitute or another suitable solution. In the event of force majeure (natural disasters, unrest, strikes, etc.), official measures, accidents, technical defects, etc., Lucerne Tourism or the third-party provider may cancel the offer. If the offer is cancelled by Lucerne Tourism or the third-party provider before customers start their trip, the package offer price already paid shall be refunded to them.

### **3.7.6 Complaints**

If the package offer does not correspond to what was agreed in the contract or if it results in a loss, customers must complain to the service provider in question about the relevant shortcoming or loss immediately. If no suitable solution could be found with the service provider at the time and, therefore, the shortcoming was not or only inadequately rectified, a corresponding written complaint is to be submitted to Lucerne Tourism no more than 30 days after the end of the offer agreed in the contract. If no complaint is made to the service provider at the time and the deadline for submitting a written complaint to Lucerne Tourism is not met, all claims shall lapse.

## **4 Arranging third-party services as an intermediary**

### **4.1 Third parties as the organiser and contracting partner of customers**

If Lucerne Tourism is arranging third-party services as an intermediary (e.g. hotel rooms, transfers, accompanying programmes, tickets for excursions, etc.), the contract concerning the content of the service provided by the third party shall be concluded between customers and the relevant organiser. Lucerne Tourism shall not be a party to the contract. The third-party services shall be subject to the contractual terms of the service provider.

### **4.2 Concluding the contract with the third party**

Third-party offers on the websites or in other means of communication used by Lucerne Tourism are invitations to customers to make an offer. By placing an order (in writing, by e-mail, by telephone, by sending off the completed input form or by purchasing at the counter), customers make the third party a binding offer to conclude a contract and accept the T&Cs of Lucerne Tourism and the T&Cs and cancellation conditions of the third party. If receipt of the order is subsequently confirmed to customers (by telephone, in writing, by sending an e-mail or in an automated message), this is a confirmation of receipt and order confirmation but does not yet constitute acceptance of the offer. The contract with the third party will not be concluded until the third party has accepted customers' offers and explicitly confirmed the order. The order is usually confirmed in writing. If customers have only sent a non-binding invitation to make an offer for a service provided by a third party by sending off the completed input form, the reply received shall constitute the binding offer to conclude a contract with the third party. In this case, the contract with the third party shall be concluded when customers explicitly accept the offer.

### **4.3 Performance of the contract and cancellation**

As the party entering into the contract with customers, only the third party shall be responsible for the performance of the contract. The third party's contractual terms shall apply. Lucerne Tourism provides no warranty whatsoever in respect of the correct performance of the contract by the third party. Any complaints shall be addressed solely and directly to the third party without delay. In the event of a cancellation, the T&Cs and cancellation conditions of the third party shall apply.

### **4.4 Exclusion of liability**

Lucerne Tourism shall never be liable for damage or loss suffered by customers in connection with the service provided by the third party. Any claims for compensation are to be addressed directly to the third party.

### **4.5 Payment terms**

Unless otherwise agreed by the parties in a specific case, selected debit and credit card payments as well as cash payments made in person in Swiss francs and euros shall be accepted. Lucerne Tourism reserves the right to issue an invoice for confirmed services in advance. All prices are in Swiss francs and include mandatory VAT. Conversion into euros is performed at the current daily rate.

## 5 Intellectual property/intellectual property rights

The entire content of the websites [www.luzern.com](http://www.luzern.com), [www.ltnet.ch](http://www.ltnet.ch), [www.weggis-vitznau.ch](http://www.weggis-vitznau.ch) and [www.lichtfestivalluzern.ch](http://www.lichtfestivalluzern.ch) the content of the newsletter to which visitors can subscribe and the content of brochures or any city tours attended are copyright protected. The owners of the protected elements are either Lucerne Tourism or third parties which have agreed that Lucerne Tourism may use the elements. Visitors to the website shall not be granted any rights of ownership or use for elements of the websites or software. In particular, no licences shall be granted for content protected under copyright or trademark law. The elements on the websites are freely accessible for browsing purposes only. Duplication of this material, or parts thereof, in any written or electronic form is permitted only with the specific mention of Luzern.com or if neither copyright notices nor other protected designations are removed and the source is given. Reproduction, transfer, amendment, linking or use of the [luzern.com](http://luzern.com), [weggis-vitznau.ch](http://weggis-vitznau.ch), [ltnet.ch](http://ltnet.ch) and [lichtfestivalluzern.ch](http://lichtfestivalluzern.ch) website for public or commercial purposes is prohibited without the prior written consent of Lucerne Tourism. Lucerne Tourism explicitly reserves all rights.

The entire content of the websites ([luzern.com](http://luzern.com), [ltnet.ch](http://ltnet.ch), [weggis-vitznau.ch](http://weggis-vitznau.ch) and [lichtfestivalluzern.ch](http://lichtfestivalluzern.ch)) is copyright protected. All rights are owned by Lucerne Tourism or third parties. The various names and logos on the websites are generally registered and protected trademarks. No part of the websites is designed in such a way as to grant a licence or right to utilise a picture, registered mark or logo. Downloading or copying the websites or parts thereof confers no rights whatsoever in respect of the software or elements of the relevant website. Lucerne Tourism reserves all rights in respect of all elements of the websites with the exception of rights belonging to third parties.

## 6 Data protection

Lucerne Tourism undertakes to process personal data (data concerning an identified or identifiable person) in accordance with the requirements of Swiss and European data protection legislation. The general data protection provisions at [www.luzern.com/en/privacyprotection](http://www.luzern.com/en/privacyprotection) apply.

### 6.1 Data protection and conditions of use for the “Free WiFi LUZERN.COM” WiFi network

Data protection with regard to use of the free WiFi network “Free WiFi – LUZERN.COM” operated by Lucerne Tourism in Lucerne City is governed in Section 9 *Data processing* of the “Free WiFi – LUZERN.COM” conditions of use. These conditions of use form the framework for the free WiFi access and supplement these Terms and Conditions (T&Cs) of Lucerne Tourism. The “Free WiFi – LUZERN.COM” conditions of use can be viewed here: [www.luzern.com/freewifi](http://www.luzern.com/freewifi).

## 7 Joint final provisions

### 7.1 Severability clause

Should a provision of these Terms and Conditions be invalid, whether in whole or in part, it shall be replaced with an equivalent provision which comes as close as possible to the commercial value of the invalid provision. The validity of the remaining provisions shall not be affected.

### 7.2 Amending these T&Cs

These T&Cs were last updated on the 04 October 2019. Lucerne Tourism reserves the right to amend these T&Cs at any time. The applicable version is published at [www.luzern.com](http://www.luzern.com) and applies to orders made from the publication date. The version of these T&Cs which applies at the time of the order shall be binding.



### 7.3 Place of jurisdiction and applicable law

Swiss law shall apply exclusively to the contractual relationship between customers and Lucerne Tourism. Subject to a mandatory place of jurisdiction, the **courts at the registered office of Lucerne Tourism** shall have jurisdiction over disputes between customers and Lucerne Tourism.