

# Terms and Conditions

These terms and conditions apply between you, the User of this Website: ([www.saccess.ch](http://www.saccess.ch)) (including any sub-domains, unless expressly excluded by their own terms and conditions), and SAFE ACCESS GmbH the owner, and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by SAFE ACCESS GmbH and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to SAFE ACCESS GmbH and accessing the Website in connection with the provision of such services.

## Services and Product Term

SAFE ACCESS GmbH's services include but are not limited to the following:

- Import, export and brokering of various goods, including but not limited to: vehicles, the operation of a courier company for goods and things of all kinds;
- The organization of travel events and tourism campaigns as well as business advice and consulting;
- Establishment of branches and subsidiaries in Switzerland and abroad;
- Investment in other companies in Switzerland and abroad and conduct all business that is directly or indirectly affiliated with its purpose
- Acquiring, encumbering, selling and managing real estate in Switzerland and abroad;
- Providing financing for its own or third-party account, as well as providing guarantees and sureties for subsidiaries and third parties).

*User may make a booking/place an order for any service stated above.*

## Booking a Service or Placing Goods Order

1. This Agreement in respect to booking or placing an order is made with Safe Access Destination Management (hereinafter "the Company"), registered in Switzerland and all Bookings/Orders are subject to these terms and conditions.
2. Booking a Service or placing Goods Order can be placed online, sent to the Company's official email or by a telephone call.
3. All communications by the Company in relation to the User's Booking/Order will be sent to the address stated on the Booking/Order form.
4. All types of Booking/Order(s) must be made through an authorized representative of the Company. At the time of Booking/Ordering, the Booking/Order form must be completed and submitted together with a **deposit of 30%** of the total cost of the Booking/Order.
5. No Booking/Order shall be confirmed until the Company issues a written notice. The Company reserves the right to refuse a Booking/Order without giving any reason and shall in that event return

any deposit received.

6. The remaining amount of the total cost of the Goods Order must be received by the Company at least 30 days prior to the shipping date.
7. All special needs of the User should be noted at the time of placing the Booking/Order. The Company will provide, if possible, the service as requested and confirmed in writing.

### **Pricing Policy**

8. The Company is under no obligation to furnish a breakdown of the costs involved in the order. The Company reserves the right to notify the User of any increase in price before accepting your booking/order.
9. Unless the User chooses to pay for the order in full at the time of Booking/Order, the price of the Booking/Order as shown in the Confirmation Invoice could be subject to further surcharges. The further surcharges will only be levied to allow for variations in transportation cost, including cost of fuel, increase in normal published airfares, taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular package or if the government or regulatory body introduce an increase of taxes.
10. In case the User chooses to pay for the order in full at the time of Booking/Order, the Booking/Order price will be fixed at the cost quoted by the Company at the time of Booking/Order. To qualify for this benefit, the User should return the Confirmation Invoice to the Company with full payment to reach the Company within 7 days of the date printed on the Confirmation Invoice.

### **Company's Responsibilities**

11. The Company does not own or manage the aircraft, vehicles, accommodation, restaurants and other facilities used in conjunction with the Booking/Order. While the Company has exercised care in selecting providers of services, suppliers, accommodation, restaurants and other facilities, the Company has not had the opportunity to inspect and does not represent that such aircraft, vehicles, accommodation, suppliers, restaurants, and other facilities and services have been inspected.
12. The Company is not responsible for and will not be held liable if any member of the User's party suffers death, illness or injury as a result of any failure to perform or improper performance of any part of the Agreement with the User where such failure is attributable to (i) the acts and/or omissions of any member of the party, or (ii) those of a third party not connected with the provision of the order, or (iii) an event which neither the Company nor the service provider could have foreseen or prevented even with due care.
13. Should any member of the User's party suffer illness, injury or death through misadventure arising out of an activity, which does not form part of the order the Company has arranged for the User the Company cannot accept liability. The Company will offer general assistance where appropriate.
14. The Company will not offer a refund for unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the carrier or provider.

### **User's Responsibilities**

15. The User is responsible for arranging their own travel insurance, though an appropriate policy can be incorporated into the tour package. Details of all insurance policies held by each member of the User's party must be provided on the Booking/Order form.

16. The User is responsible for checking-in for flights at the correct time and for presenting him/herself to collect all pre-booked components of the Booking. The Company cannot accept responsibility for a User missing flights as a result of late check-ins and no credit or refunds will be given if the User fails to take up any component of the Booking. No credit or refunds will be given for lost, mislaid or destroyed travel documents.
17. It is the responsibility of the person who signs the Booking Form to disclose any pre-existing medical conditions that members of their party may have.
18. All equipment and personal effects shall at all times and in all circumstances be at the User's risk. The Company will not accept responsibility for any loss or damage or delay to the User's luggage or effects unless directly caused by the negligence of one of the Company's representatives.

### **Cancellation and Changes by the Company**

19. Occasionally it may be deemed necessary to make changes to the User's Booking/Order and the Company reserves the right to do so at any time. The User will be notified of any changes at the earliest possible opportunity. If a major change to the User's Booking/Order is necessary, provided it does not arise from circumstances beyond the Company's control, the User may choose either to: (i) accept the change of arrangements; (ii) place another order from the Company or (iii) cancel the Booking/Order. Compensation may be payable in cases of major change as detailed below.
20. No compensation will be payable for minor changes. Minor changes include minimal changes to departure and arrival times, changes to the type of aircraft, vehicles, restaurant and accommodation changes to a comparable or superior standard.
21. Compensation will not be paid for changes or cancellations caused by Acts of God (Force Majeure), war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control. It is recommended that the User acquires adequate travel insurance.
22. The Company reserves the right to cancel the User's Booking/Order at any time before the date of departure/delivery, even after a confirmation notice has been sent. If the User's order is cancelled the Company will refund in full any monies already received. No compensation will be payable.
23. Transportation is subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. These conditions are often the subject of international agreement between countries and copies of the conditions, which apply to each order and will normally be found on the carrier's tickets.
24. If the User fails to pay the balance of the order price at least 30 days before departure, the Company will treat the Booking/Order as cancelled and levy the cancellation charges set out below.

### **Cancellation and Changes by the User**

25. The User may cancel the Booking/Order at any time provided that the User gives the Company a written notice of cancellation. The following charges will be levied on any cancellation:
  - **30 days or more 50% of the Deposit from the date of departure/shipping.**
  - **15 – 30 days 100% of Deposit from the date of departure/shipping.**
  - **8 – 15 days 50% of the Order Cost from the date of departure/shipping.**

- **1 – 7 days 100% of the Order Cost from the date of departure/shipping.**

26. After the Booking order is confirmed, the User is permitted one set of amendments, free of administration charges. However, User will be liable for any added costs that may be added to the order such as: airline charges, hotels etc.

## **Smoking**

27. The Company forbids smoking in any vehicle operated by the Company. Frequent stops can be arranged for those who desire to smoke. All accommodation will be reserved with non-smoking rooms, unless the User specifically requires a smoking room. Confirmation is dependent on hotel availability.

## **Disclaimer**

28. Any online facilities, tools, services or information that the Company makes available through its Website is provided "as is" and on an "as available" basis. The Company gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, the Company provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality. The Company is under no obligation to update information on the Website.

29. Whilst the Company uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

30. The Company accepts no liability for any disruption or non-availability of the Website.

31. The Company reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **Complaints**

32. If the User faces a problem while travelling, the User should inform the relevant airline, hotel, chauffeur, local agent or other suppliers immediately so that they can endeavor to put things right. If the User cannot resolve the problems, the User must contact the Company's office so that they are given an opportunity to help. The Company will not hold themselves responsible for the non-performance of an itinerary through causes beyond their control or when they are not notified of a problem at the point where remedial action can be taken. In the unlikely event that a complaint cannot be resolved at the time, the User should write to the Company within 21 days of returning home, giving his original Booking reference number and all other relevant information. If the User fails to take any of these steps, he will hinder the Company's ability to put any problem right and/or investigate it fully and any right the User have to receive compensation will be reduced or completely invalidated.

33. Any dispute that may arise will be governed by Swiss law and both parties shall submit to the jurisdiction of Switzerland Courts.

34. All information given by the Company whether in writing or orally is to the best of the Company's knowledge and believed correct at the time given and is given in good faith. The Booking/Order conditions shall take precedence over any other warranty or condition that may have been given.

## **Intellectual Property and Acceptable Use**

35. All Content included on the Company's Website unless uploaded by User, is the property of the Company, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, confidential financial information, company practices, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by User.
36. By continuing to use the Website, the User acknowledges that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the Company's prior written permission. It may be necessary for the Company to ask the User for certain personal information, including but not limited to: dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and will remain available to the User for inspection at any time. The information will be passed to the suppliers as required, in order to allow the suppliers to fulfil the Company's contract to the User.

## **Prohibited Use**

37. User may not use the Website for any of the following purposes:
- (a) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - (b) in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of Swiss law, regulation, governmental order;
  - (c) making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Limitation of Liability**

38. User hereby accepts that the terms stated within this terms and conditions shall not limit the User's liability in the event of any death, fraudulent activities, injuries sustained or damages resulting from either the User's negligence or the Company's negligence. This shall be in addition to any other liabilities that is impermissible under the law of Switzerland.

## **Warranties and Acknowledgements**

39. By accepting and agreeing to the terms and conditions stated herein, User hereby understands that the Company shall provide its services and/or products in accordance with the customary skill and care that is acceptable within the industry. Once the User has read and agreed to these terms, the User will thereafter be entitled to receive the Company's service and/or products.

## **Privacy Policy and Cookies Policy**

40. Use of the Website is also governed by the Company's Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference.

## **SAFE ACCESS GmbH Contact Information**

SAFE ACCESS GmbH is a company incorporated in Schaffhauserstrasse 550, 8052 Zurich, Switzerland. Website: ([www.saccess.ch](http://www.saccess.ch)).

**Effective as of February 2021**