

## TURKEY HELISKI SA

### GENERAL TERMS AND CONDITIONS

We thank you for your interest in the travel arrangements proposed by **TURKEY HELISKI**, hereafter named TH.

#### 1.0 What the present contract and travel general terms and conditions regulate

1.1 The contract and travel general terms and conditions regulate the legal relationship between yourself and TH concerning the travel arrangements prepared by TH or other services offered by TH.

1.2 The contract and travel general terms and conditions do not apply to tours and services concerning "Flight only services" (including the APEX/PEX plane tickets) procured by TH; the general contract and travel terms and conditions for airlines apply in such a case.

If your reservation office obtains travel arrangements or certain services from other organizers or service providers, their specific contract and travel terms conditions then apply. In all cases, TH is not part of the contract and you may not in this case benefit from the present contract and travel general terms and conditions.

#### 2.0 How does the contract between yourself and TH take effect?

2.1 The contract between yourself and TH takes effect when your written registration, by telephone or personal presentation at the reservation office is accepted without reservation.

From that moment, the rights and duties originating from the contract (including the present contract and travel general terms and conditions) take effect for yourself and TH.

2.2 Specific requirements are an integral part of the contract only if they are accepted and confirmed without conditions by your reservation office.

#### 3.0 Price and terms of payment

##### 3.1 Price

The prices for travel arrangements are indicated in the TH prospectus. Except for other provisions in the prospectus or rates, the prices for the arrangements signify per person, in Swiss francs or in the indicated currency, double room accommodations. For price modifications, see number 5.

##### 3.2 Account payments

The following account payments must be paid as soon as the booking office has accepted your registration without restriction:  
35 % of the price of the tour for all tours.

If the booking office does not receive the deposits within the prescribed time limit, TH may decline to offer the travel services and may require payment of the cancellation charges, in conformity with number 4.3.

##### 3.3 Payment of the balance

The balance of the price must arrive at the booking office no later than 90 days before departure. When the payment is not made within the time limit, TH may decline to offer the travel services and may require payment of the cancellation charges, in conformity with number 4.3.

Except for another agreement, the documents will be given or remitted to you upon reception of the totality of the amount billed.

#### 3.4 Short term reservations

When you make your reservation less than 90 days before the departure date, the total amount of the bill must be paid when you make your reservation.

#### 3.5 Reservation taxes; charges for short term reservations

If you make your reservation less than 15 days before the departure date, confirmations to hotels, etc. must eventually be made. All telephone or telefax charges will then be billed to you.

#### 3.6 Participation to your booking office for consulting and reservation charges

Please note that your booking office may collect, over and above the prices mentioned in the brochures, participation to the charges for consulting and reservations, in conformity with the directions of the Fédération suisse des agences de voyages.

#### 4.0 Modifying your registration, your travel plans or when you are unable to travel (cancellation)

##### 4.1 General Points

If you cancel the tour or would like to modify the reservation, you must so declare in person or in writing at the booking office. In such a case, the travel documents already received must be returned at the same time at the booking office.

#### 4.2 Files charges

In case of cancellation, modification or assignment of your travel reservations, a sum of Fr. 100.- per person, at maximum Fr. 150.- per order is collected, for file costs (please also read number 4.3).

The file charges are not covered by an eventual insurance for cancellation charges.

#### 4.3 Cancellation charges

##### **Cancellation charges for all packages**

If you cancel your seat, your deposit will not be refunded. However it will be available for a booking in the following year only if we can resell your seat.

If you cancel your heliskiing week 90 days or less before your departure, your deposit and the rest of the payment will be repaid only if your seat can be sold to another person.

Late arrival for departure of the plane or presentation of travel documents not in order confer no right to a refund.

Reception of your declaration at the booking office is used to determine the date of cancellation or change. For Saturdays, Sundays and Holidays, the next business day is used.

#### 4.4 Cancellation charge insurance

In case of imperious necessity, the cancellation charges are taken in charge by cancellation charge insurance, as long as you have concluded such an assurance or that it is part of the arrangement.

The services offered are based upon the clauses of the insurance policy.

When you have not yet concluded cancellation charge insurance and when such insurance is not covering your arrangement, we recommend you conclude one with your booking office.

#### 4.5 Replacement traveller

When you are compelled to renounce your tour, you may cede your reservation to a third person.

The replacement traveller must accept the contract under the stipulated conditions. He must also satisfy the particular requirements (health status, visa, etc.) and no legal prescription or official disposition may be opposed to his participation. In some cases, it is impossible, because of special transport conditions, to modify the reservation or, should the case arise, only until a predetermined date (which may be different from the terms named hereafter).

A replacement traveller is generally accepted until two days before departure (departure date not included), as long as he does not need a Visa.

The file costs (number 4.2) and other additional costs are at your charge and the replacement traveller's. If the replacement traveller subscribes to the contract, you and he are solidarily responsible for the payment of the travel price.

TH will let you know in due time if the replacement traveller

indicated is allowed to participate in the travel.

If you name the replacement traveller too late or if he cannot take part in the travel as a result of the travel criteria, official or legal dispositions, etc., your absence will be considered as a cancellation (numbers 4.2 and 4.3).

#### 5.0 Modifications made to the prospectus, prices, transports

##### 5.1 Modifications prior to conclusion of the contract

TH expressly reserves the right to modify, before your reservation, the prospectus indications, description of the services, the prices indicated in the prospectus and the rates. Should the case arise, your booking office will explain the modifications before conclusion of the contract.

##### 5.2 Price modifications subsequent to conclusion of the contract

It is possible, in certain exceptional cases, that the price agreed upon must be increased. Price increases may take place after:

- a) an increase in the cost of transport (including fuel cost);
- b) introduction or increase of taxes or official charges (for ex. airport, landing, disembarkation or embarkation taxes, etc.);
- c) modification of the exchange rates;
- d) price increases following official measures (for. ex. tax on added value).

When the cost of the services included in the travel increases, it may be transmitted to the traveller and the price of travel will increase as a consequence.

TH will apply the price increase no later than 20 days before departure. If the price increase is more than 10%, you may use the rights stipulated under number 5.4.

### **5.3 Program modification or change of transport plans occurring between your reservation and the date of departure**

TH reserves the right to modify, in your favour also, the travel program or certain agreed upon services (for. ex. lodging, mode of transport, air companies, flight times, etc.) when unexpected or unavoidable costs require it. TH will do its best to propose services of equal quality in replacement.

TH will inform you as soon as possible of such changes and of their consequences on the price.

### **5.4 What are your rights if, after the conclusion of the contract, the price of travel increases, the program is modified or if changes occur concerning transport**

When program modifications or for certain services notably modify an essential element of the contract or if the increase in price is over 10%, you have the following rights:

- a) you may accept the contract modification;

- b) you may cancel, in writing, the contract within five days following reception of our communication and the price already paid will immediately be refunded;

- c) you may tell us within five days following reception of our communication that you want to participate in one of the equivalent quality replacement travels proposed. We will do our best to propose a satisfactory tour. If the replacement travel is less costly, the price difference will be reimbursed to you. If it is more costly, only the price agreed upon must be paid.

In the absence of news from you on the basis of paragraphs b) and c) above mentioned, we will consider that you accept the price increase, the program modification or the change in certain services agreed upon (the 5 day limit will be respected if you mail your communication on the 5th day).

## **6.0 Travel cancellation by TH**

### **6.1 Cancellation for motives of your responsibility**

TH has the right to cancel your tour if you give it a legitimate motive by your acts or omissions. TH will in this case reimburse the travel price already paid, any other claim from you being excluded. The cancellation charges, in conformity with number 4.2 ss. and any other claim in damages and interests are reserved.

### **6.2 Minimum number of participants**

Certain tours proposed by TH need a minimum number of participants, indicated each time in the travel publication. If the number of persons registered is inferior to the minimum number of participants required, TH may cancel the travel, no later than 20 days before the fixed departure date. In such a case, your rights are those mentioned under number 5.4; any other claim is excluded.

### **6.3 Act of God, strikes**

Acts of God (natural catastrophes, epidemics, disorders, etc.), dispositions taken by the authorities or strikes may force TH to cancel the tour. Should the case arise, TH will inform you as soon as possible.

If the tour is cancelled, TH will try to propose an equivalent quality replacement travel. If you participate in the replacement travel, the price already paid will be allocated to the replacement travel price and any difference in price will be refunded. If you do not participate in the replacement travel, the travel price already paid will be refunded. Any other claim is excluded. (For the procedure, please read number 5.4).

### **6.4 Travel cancellation by TH for other motives**

TH has the right to cancel the tour for other motives. Should the case arise, you will be informed as soon as possible and you may use your rights in conformity with number 5.4.

## 6.5 Indemnity for contingencies

When the tour must be cancelled because the minimum number of passengers has not been reached (number 6.2) or for any other motive (number 6.4) and if you don't participate in a replacement tour, we will pay you an indemnity for contingencies of Fr. 60.- per person, but with a maximum of Fr. 120.- per order. No indemnity for contingencies is paid for tours with special programs (theatre, concerts, sports, trade shows) or created for a group, as per your instructions.

## 7.0 Program changes, failure to offer services during the tour

7.1 When a change to the program occurs during the tour, clearly disturbing part of the tour agreed upon, TH will credit the eventual difference between the price agreed upon and the services provided.

7.2 When a significant part of the tour is cancelled or when you reject for important motives the changes to the program agreed upon to replace the cancellation, the staff of TH will help you organize your repatriation. TH will credit the difference between the price paid for the tour and the price of the services provided.

Any other claim for damages will be settled? in accordance with number 10.

## 8.0 When you start the tour but cannot finish

When you are forced to interrupt your tour prematurely for any motive, the travel arrangement price cannot be refunded. The services not used will be

refunded, as long as they are not charged to TH.

In urgent cases (for. ex. disease or accident of the person concerned, serious disease or death of a close relative), the staff of TH will help you organize your premature return. Please note that you may contract insurance for repatriation costs, which is not covered in the price of the tour. Your booking office will communicate all particulars on this subject.

## 9.0 When the tour gives rise to a claim on your part

### 9.1 Claim and request for assistance

When the tour does not accomplish what has been agreed upon by contract or if you suffer damages, you have the right and duty to immediately address a claim to the staff of TH concerning the fault or the damages sustained and to ask for remedy free of charge.

9.2 The staff of TH will do its best to do what is necessary within the appropriate time frame. When no help is forthcoming in the appropriate time frame tour, or if it is impossible to provide or insufficient, you must ask for the default or the damages suffered to be confirmed in writing, as well as the failure to help, by the staff of TH. The staff of TH must produce a written report on the facts and to record your claim. However, TH is not entitled to acknowledge any claim for damages.

### 9.3 Personal intervention

When you receive no help in the appropriate time frame and when it is not a minor default, you have the right to resolve the failure yourself. The cost incurred to you will

be refunded within the services agreed upon originally (hotel category, means of transport, etc.) and with supporting documents.

This, subject to the fact that you have lodged a claim against the failure and required written confirmation (numbers 9.1 and 9.2). (For the amounts in damages and interest, please refer to number 10).

## 9.4 How to assert your claims against TH

When you wish to make a claim against a default, or ask for refunds or damages from TH, you must address a claim in writing within 30 days following your return. Your claim must be accompanied by confirmation of the staff of TH or the beneficiary, as well as the eventual supporting documents.

## 10.0 Responsibility of TH

### 10.1 General points

TH will indemnify you for the value of the services agreed upon, which were not or inadequately provided, or for your additional expenses, as long as that the staff of TH or the beneficiary could not readily offer a replacement service of equivalent quality (For the amount of the claims, please see number 10.2.4).

### 10.2 Limitation and exclusion of responsibility

#### 10.2.1 *International conventions*

When international conventions include limitations to the repair of damages resulting from the default or imperfect execution of the contract, TH has the right to avail itself and its responsibility will be limited to the provisions contained in the related conventions.

There are international conventions dealing with restrictions of responsibility in matters of transport (air traffic, navigation in high seas, train traffic).

#### 10.2.2 *Exclusion of responsibility*

TH assumes no responsibility to you when the imperfect execution of the contract is due to the following causes:

- a) failures on your part before or during the tour;
- b) unforeseeable or insurmountable failures attributable to a third person from outside in providing of the services agreed upon in the contract;
- c) as a result of an act of God or an event where TH or beneficiary, in spite of all required diligence, could not foresee or against which they could do nothing.

In this case, any obligation to damages from TH is excluded.

#### 10.2.3 *Corporal damages, accidents, diseases*

TH responds to the corporal damages, death, injuries and diseases resulting from the default or imperfect execution of the contract, as long as the damages are consecutive to a failure of TH or of its beneficiaries.

The provisions of the international conventions remain reserved (number 10.2.1).

#### 10.2.4 *Material damages*

The responsibility of TH is limited to twice the price of the tour at most for the material damages resulting from the default or imperfect execution of the contract, except if the damage was intentionally provoked or by serious negligence. The inferior limitations of responsibility stipulated by

international conventions remain reserved.

### 10.3 Events during the tour

Outside the tour program agreed upon, it is eventually possible to register during the tour for events or local excursions. It is not excluded that such events or excursions include certain risks and require good physical condition. You alone assume the responsibility of deciding to participate in such events or excursions. The present general contract and travel conditions apply to events and excursions organised by TH. When such events and excursions are organised by third parties and the staff of TH simply acts as intermediary, you cannot avail yourself of this.

### 11.0 Guarantee

TH is a member of the Fonds de garantie of the Swiss branch of travel and guarantees the reservation of your tour package. The information sheet "Un voyage aller et retour garanti" will provide details for this point; you may get it at the Fonds de garantie of the Swiss travel branch, Etzelstr. 42, 8038 Zürich, with TH or with your travel agent affiliated to this fund.

#### 11.1 Assurances

An assurance for cancellation and repatriation is mandatory for all arrangements proposed by TH. It applies when the tour must be cancelled or delayed because an insured person or one of his relatives becomes sick, is victim of an accident or dies, in case of damages to the property of the insured person, in case of an act of God, a strike or troubles of any kind in the sense of art. 6. The other travel insurances (flight,

baggage, etc.) are not mandatory but recommended.

### 12.0 Prescriptions for entry, visa and health

12.1 Please find the indications concerning the passport and entry prescriptions in the tour publication. They are valid for Swiss and European citizens. The citizens of other countries must ask their booking office or the competent consulate to learn the applicable provisions.

12.2 You are personally responsible for the establishment or prolongation of the travel documents, as well as the request for the required visa. When a travel document cannot be obtained or if it is delivered too late and as a result you are forced to renounce the tour, the cancellation clauses become applicable.

12.3 Travellers are personally responsible for observation of the entry, health and currency prescriptions. Please make sure before departure that you are bringing with you all the required documents.

12.4 Please note that in case of refusal of entry in the country, the cost of the return tour will be at your charge. TH also expressly asks you to learn about the legal dispositions authorizing importation of merchandises and other prohibited importations.

### 13.0 Reconfirmation of the plane tickets

You are personally responsible for the eventual reconfirmation of the return flight. The travel documents give you useful indications. The failure to reconfirm may result in the loss of the right to transport, including the eventual additional costs,

which would be at your charge.

#### 14.0 Additional activities

Among the additional activities which we propose, several depend on third parties or the hotel. They are responsible for organizing various activities, in cooperation with the staff of TH or upon its request. However, we cannot guarantee that the activities mentioned in our brochures will take place at all times and without reserve.

When you are interested in a particular activity, please make sure before departure that you will have the possibility to practice in during your stay. Otherwise, we cannot assume responsibility.

#### 15.0 When you travel alone – Individual room

TH can offer no guaranty concerning individual rooms during the stays.

When no individual rooms are available, in spite of confirmation from the hotel, you have the right to ask for a refund of the rate increase already paid. When you are travelling alone, when TH does not find a partner for the room, we will give you an individual room, with the resulting increase in price.

#### 16.0 Photo Copyrights

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#### 17.0 Ombudsman

17.1 Before submitting litigation to a tribunal, you should contact the travel sector independent ombudsman. The ombudsman will try to find an equitable solution to resolve any dispute that could take place between yourself and TH or the travel agent with

which you have placed the reservation.

17.2 Ombudsman's address :  
Ombudsman for the Swiss  
branch of the travel agencies  
Case postale - 8800 Thalwil.

#### 18.0 Prescription

18.1 For whatever motives, claims in damages against TH are prescribed after one year. The prescription delay starts on the day following the end of the reserved travel.

#### 19.0 Judgement

19.1 The relationship between yourself and TH are exclusively regulated by Swiss Law. TH can only be sued at its head office, at 1936 Verbier.

**THIS IS A TRANSLATION  
OF THE ORIGINAL  
GENERAL CONDITIONS IN  
FRENCH. IN CASE OF  
DISPUTE, THE ORIGINAL  
CONDITIONS IN  
FRENCH WILL BE  
APPLIED.**