



# General terms and conditions of contract of sale

These general terms and conditions of sale govern the relationship between "the customer" and "Rubis Voyages Sàrl".

## **Airlines**

Airlines are always likely to increase their prices (especially in the event of an increase in fuel prices). The prices will always be reflected in your bill as long as the tickets are not issued. Changes may occur in exchange rates. We therefore reserve the right to pass on these costs to your invoice. If the increase amounts to more than 10% of the agreed price, you have the option of terminating your contract within 5 working days.

In case the airline dismisses you, we cannot be responsible in any way. Under certain conditions, it is possible to request compensation. For this reason, you must ask the company for proof in order to take the necessary steps.

## **Liability**

"Rubis Voyages Sàrl" acts as a tour operator and is also a reseller of products from qualified Swiss and foreign partners. "Rubis Voyages Sàrl" chooses its partners according to needs in order to execute the programs and satisfy its customers.

As far as air transport is concerned, the companies we offer offer all the guarantees of comfort and safety. The many rotations of the devices and the safety imperatives, which take precedence above all else, can sometimes lead to some delays or changes. Any delay or changes may not result in any compensation from "Rubis Voyages Sàrl". However, according to air passenger law, it is imperative to contact the airline to obtain at least a certificate from them. Airline tickets are subject to the terms and conditions of the relevant airlines.

In the event of a service provider's failure during the tour or stay, or if we are forced to cancel all or part of the planned commitments for compelling reasons, we will make every effort to replace them with at least equivalent services.



It is the "customer's" responsibility to ensure that they are in compliance with the police, customs and health formalities for your trip. We provide information on the visa and vaccination requirements for each country as an indication, but the formalities may change, and in any case remain at your expense. A passenger who is unable to board a flight because they do not present the required documents (passport, visas, vaccination certificate, etc.) or who is turned away will not be entitled to any refund. For all rentals of vehicles, apartments, villas or even some hotels, a credit card is required for the deposit on site.

### **Registration and conclusion of the contract**

Your registration takes effect as soon as you give us your consent, either in writing, by telephone, electronically (e.g. by e-mail, internet, etc.) or in person at one of our reservation offices. If you register other participants for the trip, you must be responsible for their contractual obligations in the same way as yours. Contractual agreements and general terms and conditions of travel and contract are valid for all participants in the trip. We are in no way responsible for any error in the names you have informed us of. A name change fee is required in the event of an error.

### **Prices and payment terms**

Prices can fluctuate in a variety of ways: negotiations, changes in demand, exchange rates. Unless otherwise indicated, all our rates are communicated in Swiss francs and at the daily price.

At the time of registration, you must pay a deposit. This amount is fixed at the time of booking. The minimum amount of the deposit corresponds to the total number of scheduled flights and 35% of the total amount of services. Then 35% 2 months later. The balance will be paid no later than 45 days before departure (except for special and special conditions mentioned by our partners and/or on the invoice).

For all bookings made less than 45 days before departure, the full amount must be paid at the time of conclusion of the contract.

For bookings exceeding a departure date of more than 5 months, "Rubis Voyages Sàrl" may adapt the payment methods in several deposit requests.

For files requiring various searches and therefore it is not finalized, one or more deposits will be requested in order to cover the costs and reservations of the various service providers.

### **Payment methods**

You have the option of paying for your benefit using one of the following methods:



## Rubis Voyages

- Cash at one of our booking offices
- Bank transfer
- Payment slip
- By card (Postcard, Debit card, Mastercard, Visa)
- Online payment with our SecurePayGate WORDLINE

### Changes by the traveller

In the event of a request for changes from one or more travellers after registration, "Rubis Voyages Sàrl" will charge a fee of CHF 100.00 per person and a maximum of CHF 1500.00 per file in addition to the changes requested by each provider. The change fees of the different providers vary depending on the case (travel period, date of change, etc. (If the change consists of an additional service on the same trip, the fee of CHF 150.00 will not be charged. "RubisVoyages Sàrl" may waive the collection of fees depending on the nature and price of modifications to the same.

Any trip shortened by the traveller, any service not used by the traveller, cannot give rise to any refund.

### Cancellation by the traveller

**Flights only:** according to the conditions of the company concerned, administrative fees not included.

### Package or à la carte trip:

Any cancellation must be communicated to Rubis Voyages in writing. The date of receipt of your request is valid for the calculation of the cancellation fee.

In the event of total or partial cancellation of your booking, the following fees are applicable to the total price of the trip:

Time before departure	Cancellation fees
Up to 90 days	35% of the tour price
89 to 46 days	75% of the tour price
From 45 days until departure or in case of no-show	100% of the tour price



In addition to the cancellation fee, an administrative fee of at least CHF 250 per file is charged for the processing of the cancellation. For particularly complex cases or involving a large number of passengers or service providers, these fees may be increased depending on the work carried out.

#### **Airline tickets**

Where the flight tickets have already been issued at the time of cancellation, the airline's fare conditions apply.

Fees charged by the airline, up to **100% of the ticket price (including taxes)**, remain due and are charged to the customer when they are higher than or in addition to the cancellation fees provided for above according to the carrier's conditions.

#### **Non-refundable benefits**

Certain services (including promotional rates, special offers, tickets for shows, cruises, excursions, visas, insurance, special bookings or any service expressly indicated as non-refundable) may be due at **100% upon confirmation**, regardless of the above scale.

#### **Exceptional circumstances**

If, prior to departure, exceptional and unavoidable circumstances occur at the destination that significantly affect the performance of the trip (e.g. when an official recommendation from the Federal Department of Foreign Affairs (FDFA) advises against travel to that destination), Rubis Voyages will apply the provisions of Swiss legislation on package travel. Depending on the circumstances, the trip may be modified, postponed or cancelled, subject to the applicable legal provisions.

#### **Interruption of the trip by "the customer"**

If you interrupt the trip, return a vehicle before the scheduled date or cancel any other service on site, we will generally not be able to give you a refund. If the local service providers provide a refund, we will refund you the amount indicated by the service provider with a deduction of our costs of CHF 100.00 per person. In order to carry out this type of transaction, we need a letter written by the relevant provider. We will refund the amount to you as soon as the provider has returned the amounts to our bank account.

If you miss your plane, boat, train, there is no possibility of refund.



If you miss your plane, boat, train home, you must book your return trip entirely at your own expense. The risk of delay is entirely at the expense of the traveller.

### **Replacement Traveller**

A replacement traveler may be accepted under certain conditions and on the terms of the providers. In this case, you can be replaced by another person who agrees to resume your trip under the same conditions. The replacement person must be accepted by all service providers contributing to your trip, and more particularly the airline.

In any case, we will charge you the additional costs of the various service providers if they take place as well as a flat rate of CHF 200.00 per person to be replaced for the various procedures in order to cover the administrative costs.

### **Lump sum arrangement**

As part of a lump sum arrangement (combination of minimum 2 services and more than 24 hours of travel), we are not able to disclose the detailed prices of each service due to the professional contracts we have with our partners and suppliers. In addition, in order to be able to apply the Federal Package Travel Act (protection of the traveller and the travel agency), we are obliged to communicate a total price per person.

More information on: [https://www.fedlex.admin.ch/eli/cc/1993/3152\\_3152\\_3152/fr](https://www.fedlex.admin.ch/eli/cc/1993/3152_3152_3152/fr)

### **Passport, visa and vaccinations**

You are personally responsible for being in possession of the required travel documents. We inform you about passport and visa regulations as well as health regulations and possible vaccinations. This information can be found on our website or on your travel confirmation or invoice. We take no responsibility if a passenger is unable to make their flight due to incomplete travel documents. In such a case, any right to a refund is excluded.

In the event of changes to the entry requirements, Rubis Voyages Sàrl will notify you as soon as possible to the best of its knowledge and cannot be held responsible for these changes.

In case of refusal of entry into a country Rubis Voyages Sàrl cannot be held responsible, the return trip will be at your expense and cancellation clauses apply.

### **Travel documents**



Instructions regarding the trip, date, time, appointment, flight number, etc., will be communicated to you generally 10 days before your departure. Travel documents (E-ticket, voucher, etc.) are sent by post, e-mail or delivered to our offices by prior arrangement.

### **Insurance**

No insurance is included in our prices, this is to avoid double insurance. However, we are at your disposal for any questions, information or additional sales of insurance products. The insurance benefits are governed by the policyholder's insurance certificate.

### **Complaints**

If the services do not correspond to the description in the catalogue or offer, or if there is a major defect, you are obliged to contact the tour leader or service provider in question (hotel, rental company or local agent) without delay and ask them to remedy the problem.

Any claim relating to a trip must be sent to "Rubis Voyages Sàrl" by registered mail, with the requested annexes (photos and documents), no later than two weeks after the date of return.

### **Payment terms**

The terms of payment are stipulated on the invoice.

### **Late payments**

In the event of late payment, default interest of 5% on the unpaid amount is due as well as a reminder fee of CHF 40 per reminder.

We would like to point out that your personal data may be passed on to third parties, in particular to a collection agency in the event of late payment. Please note that any additional costs incurred are at your expense.

### **Travel Guarantee**

Rubis Voyages Sàrl is a member of the Guarantee Fund of the Swiss Travel Branch and guarantees you the collateral of the amounts paid when booking your travel package. The provisions of the Federal Package Travel Act are valid. (Flights alone excluded).

### **Place of jurisdiction**

The place of jurisdiction is exclusively Neuchâtel.

### **Applicable law**



Rubis Voyages

Swiss law is the only one applicable.

REGISTRATION FOR ANY OF OUR TRIPS OR STAYS IMPLIES ACCEPTANCE OF ALL OUR GENERAL TERMS AND CONDITIONS OF TRAVEL AND CONTRACT.

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**"The French version shall prevail"**