

## **General terms and conditions**

### **Valposchiavo Turismo**

#### **Booking conditions for hotel and holiday apartment accommodation and packages offered by the hotels**

In order to make booking easier for guests in Valposchiavo the hotels and holiday apartments have entrusted Valposchiavo Turismo with the placement of their accommodations. Valposchiavo Turismo acts therefore on behalf of and for the account of the corresponding hotel / holiday apartment. Valposchiavo Turismo acts as mediator between guest and hotel / holiday apartment.

#### **A. Agreement with the hotel / holiday apartment**

##### **1. Booking and conclusion of the contract**

On behalf of the corresponding hotel Valposchiavo Turismo submits accommodation offers to the client without obligation. - The contract between client and hotel / holiday apartment will be concluded with the written or oral confirmation which will be made by Valposchiavo Turismo. The accommodation offers resp. the confirmations are decisive for the content of the contract. The descriptions in the hotel / holiday apartment guide are subject to alterations and are therefore not binding for the hotel / holiday apartment nor for Valposchiavo Turismo.

##### **2. Prices and terms of payment**

The prices are based on the accommodation offers. Additional charges are listed in the accommodation offers.

The following terms of payment are valid except as otherwise stipulated explicitly with the hotel / holiday apartment.

The hotel / holiday apartment bill has to be paid at the hotel / holiday apartment.

At the moment of the definite booking the hotels require a credit card number as guarantee. In this case Valposchiavo Turismo acts on behalf of the hotel.

The prices mentioned in the booking confirmations are binding. Rise in prices up to 3 weeks before arrival are possible in exceptional cases such as rise (or launch) of fees and taxes and changes of the exchange rate (if the prices have not been stipulated in Swiss francs).

##### **3. Cancellation (withdrawal) of the reservation, change of date or hotel / holiday apartment**

If the stay has to be cancelled, this has immediately to be communicated to the hotel / holiday apartment in written. In this case the following cancellation fees will be charged (except as otherwise stipulated explicitly with the hotel / holiday apartment): 28 to 15 days before arrival 20% of the total amount; 14 to 8 days before arrival 50% of the total amount; 7 to 3 days before arrival 75% of the total amount; 2 to 0 days before arrival or no show the entire amount (minimal amount always CHF 50.00).

For the calculation of the cancellation fees the arrival date of the notice of cancellation at the hotel / holiday apartment is decisive (on Saturdays, Sundays and public holidays the next workday is decisive).

Hotel / holiday apartment changes are treated as cancellations with new booking, which means that the cancellation fee has to be paid. Changes of dates within the cancellation deadline are also considered as cancellation with new booking.

It is recommended to effect a cancellation insurance. The insurance benefits can be found in the insurance policy. Valposchiavo Turismo disposes of cancellation insurance documents.

#### **4. Delayed arrival, early departure, breaking off the stay**

In case of delayed arrival or early departure (break off of stay) the entire price is owed. – It is the client's own responsibility to arrive on time, also in the case of traffic congestions, delayed entry etc.

#### **5. Duties of the booking person and of the persons traveling along**

The booking person is responsible for the payment of all booked services. At the same time he/she is responsible for the use of the accommodation according to the contract. In case of violation of the house rules in spite of warning, the hotel / holiday apartment has the right to terminate the contract without notice. In this case the entire invoice amount has to be paid and there will be no reimbursement.

#### **6. Complaints**

If the booked object should be defective or the client should suffer a damage, the hotel / holiday apartment has immediately to be informed and it has to be asked to put things right. The hotel / holiday apartment will aim to remedy the deficiency or the damage within an acceptable period of time. If the client wants to assert the complaints or damages, they have to be filed directly on the spot and have to be claimed in written to the hotel / holiday apartment within 10 days after expiration of the contract. Otherwise all rights forfeit.

#### **7. Liability of the hotel / holiday apartment**

The hotels / holiday apartments are liable within the bounds of the legal regulations, whereas the liability for light negligence and auxiliary persons is explicitly excluded, as far as legally allowed. The liability for other damages than damages to persons is limited to the double arrangement price per person. The liability for imported items goes to maximum CHF 1'000 per person. – The hotels / holiday apartments are not liable for public or tourism facilities etc., for their operation etc., even if they have been mentioned in brochures etc. There is also no liability if damages, deficiencies etc. can be attributed to force major, environmental impacts, environmental damages, natural phenomena or official measures.

The hotel / holiday apartment is not liable for missed joy of holiday, lost time of vacation etc.

The non-contractual liability corresponds to the legal regulations, whereas further limitations of liability or exemptions of liability of these general terms and conditions have priority compared to the legal regulations.

### **B. Relation to Valposchiavo Turismo**

Liability of Valposchiavo Turismo

**Valposchiavo Turismo** acts as mediator between client and hotel / holiday apartment, this means that the contracts concerning hotel / holiday apartment accommodation and arrangements are directly concluded between hotel / holiday apartment and client. Valposchiavo Turismo vouches for a professional consulting service and booking of the desired services. Valposchiavo Turismo is not responsible for the correct execution of the contract by the placed hotel / holiday apartment. Within the bounds of the legal regulations Valposchiavo Turismo is liable for its own services (consulting service and booking), whereas the liability for light negligence and auxiliary persons is explicitly excluded. – Valposchiavo Turismo is not liable for possible mistakes of the descriptions of the objects etc., because they are directly done by the hotels / holiday apartments.

The non-contractual liability corresponds to the legal regulations, whereas further limitations of liability or exemptions of liability of these general terms and conditions have priority compared to the legal regulations.

### **C. Common clauses**

#### **Applicable law and place of jurisdiction**

The Swiss legislation is the only one applicable to this contract. Exclusive venue for all kinds of disputes is Poschiavo, Switzerland.