

General terms and conditions

Valposchiavo Turismo

Booking conditions of Valposchiavo Turismo for holiday packages, guided visits of the village and guided tours

These general conditions of booking regulate the privity of contract between you and Valposchiavo Turismo for holiday packages, guided visits of the village and guided tours organized by Valposchiavo Turismo or other services offered on behalf of Valposchiavo Turismo. These conditions of booking do not concern hotel arrangements or hotel packages arranged by Valposchiavo Turismo.

1. Booking

The contract between you and Valposchiavo Turismo comes about with the oral or written confirmation through Valposchiavo Turismo. If the booking person registers more participants, this person is responsible for their contractual obligations as well as for the own ones. In particular this concerns the payment of the arranged price.

2. Prices and terms of payment

The prices of the booking confirmation are binding. When booking at the counter the complete amount has to be paid directly at the moment of booking or on account. When booking in written etc. the whole amount invoiced has to be paid at the moment of receipt of the booking confirmation.

3. Change of reservation and change of dates etc.

In the case of modifications or change of the reservation, change of dates etc. a global rebooking or handling fee of CHF 50.00 will be charged. If the change takes place after the beginning of the cancellation deadline according to clause 4, the change of reservation etc. is treated as a cancellation with a new registration.

4. Cancellation (withdrawal) of a booking

In the case of cancellation of the booking a handling fee of CHF 50.00 will be charged. The following cancellation fees will be charged for packages: 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). The following cancellation fees are charged for guided visits of the village, guided tours etc.: 14 to 8 days before beginning of the activity 20%; 7 to 3 days before beginning of the activity 50%; 2 to 0 days before beginning of the activity or no show 100%.

For group bookings of 12 people and more special cancellation conditions for packages are valid which are directly agreed upon with the group.

For the calculation of the cancellation costs the arrival date of the notice of cancellation at Valposchiavo Turismo is decisive (on Saturdays, Sundays and public holidays the next workday is decisive).

It is recommended to effect a cancellation insurance. The insurance benefits can be found in the insurance policy. The handling fee is not covered by the cancellation insurance. Valposchiavo Turismo disposes of cancellation insurance documents.

5. Modification of the program and force majeure

Valposchiavo Turismo reserves the right to change the holiday package, the guided visit of the village, the guided tour or other arranged services if unforeseeable or non-applicable circumstances, force majeure, environmental disasters, force of nature or official measures etc. make the service provision impossible or complicates the service provision in a considerable way. If it is not possible to offer an appropriate alternative Valposchiavo Turismo has the right to cancel the booking or to abort the activity. In this case the client gets his money back. If an activity that has already been started has to

be stopped, the objective value of the non-executed services will be refunded. Any other claims are excluded.

6. Liability of the clients

The client is liable for damages caused by himself. The house rules in the corresponding hotel accommodations or in the holiday apartments etc. have to be respected. The owner or his representative has to be immediately informed about possible damages, latest at the moment of departure.

7. Claims

If the services do not correspond to the contractual agreement, the tour guide or Valposchiavo Turismo has to be immediately informed. The tour guide or Valposchiavo Turismo will aim to put things right without delay. There will be no reimbursement if the client does not make use of the proposed equal alternative. Possible claims have to be submitted in written to Valposchiavo Turismo latest within 10 days after the end of the stay or of the activity, otherwise all claims will expire.

8. Liability

Valposchiavo Turismo refunds the value of arranged but not provided or badly executed services or of possible additional expenses, as long as it was not possible for Valposchiavo Turismo, for the local representative or for the funding agency to offer an equal substitution service on the spot. But it is not liable for disturbances etc. due to unforeseeable or non-applicable circumstances such as: failure or disturbances of the water and/or electricity supply as well as installations such as heating, elevator etc. or degradation of the rent value due to environmental damages, temporary noise emissions on the spot, i.e. diversion of traffic, construction sites etc. or closed tourism installations.

Liability for damages to persons and other damages

Valposchiavo Turismo is liable within the bounds of the legal regulations, whereas the liability for other damages than damages to persons are limited to the double price per person and the liability is excluded, as far as legally allowed, for light negligence and for auxiliary persons. Lower legal limits of liability or legal disclaimers are reserved. Valposchiavo Turismo is not liable if the contract is not fulfilled or is not correctly fulfilled due to the following reasons:

1. in the event of default of the guest before or during the journey;
2. in the event of unforeseeable or non-applicable default of a third person who is not involved in the provision of the contractual service;
3. force majeure or an incidence which could not be foreseen or avoided by Valposchiavo Turismo or by the service provider despite of reasonable care.

Valposchiavo Turismo 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.

9. 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.

Valposchiavo Turismo, CH-7742 Poschiavo
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