

## General terms and conditions (GTC)

### 1. Scope

These general terms and conditions (hereafter referred to as GTC) apply to the rental of rooms to customers, as well as all associated goods and services provided by Hotel Schweizerhof Gourmet & Spa (hereafter referred to as Schweizerhof). All offers provided by the Schweizerhof are based on the following GTC. They are an integral part of every contract. If these GTC contradict the contractual conditions of a customer, these GTC have precedence.

### 2. Reservations, contract formation

Contracts involving the rental of rooms and services only come into effect once the Schweizerhof has provided written confirmation and the guest has confirmed, or in the case of online bookings, with the booking confirmation.

### 3. Services, payments and prices

All prices are listed in CHF and include value added tax (VAT). Any increases in VAT after the contract has been concluded are to be paid by the customer. Prices in Euro are provided only as approximations and will be charged according to the current exchange rate. All published prices are subject to change. Only prices confirmed by Schweizerhof are valid. Without written confirmation, the guest is not entitled to the fulfilment of special requests. Schweizerhof is in all cases entitled to request a reasonable advance payment. The amount of the advance payment and the date of payment are agreed upon in writing in the contract. If the contracting party does not make the payment by the agreed date, Schweizerhof is entitled to withdraw from the contract after a reasonable grace period. The contracting party is liable to Schweizerhof for any resulting damages.

### 4. Cancellation policy

Free cancellation in summer up to 14 days before the date of arrival.

Free cancellation in winter up to 14 days before the date of arrival and 21<sup>st</sup> December to 5<sup>th</sup> January and 16<sup>th</sup> February to 23<sup>rd</sup> February.

In the case of later cancellations or no-shows, guests will be charged the total amount of the stay.

Late arrivals and early departures will be charged according to the day rate.

Reservations made using online portals are subject to the respective reservation and cancellation policies.

We electronically verify credit cards. If a customer's credit card details are invalid, we cannot guarantee the booking.

We recommend purchasing European travel cancellation insurance when you make a booking, so that you are not liable for any costs in the case of a cancellation.

Moreover, in every instance of cancellation, all services already provided by Schweizerhof and its partners must always be paid in full.

## **5. Withdrawal from the contact by Schweizerhof**

If the service that Schweizerhof is contractually bound to provide is partially or entirely impeded or made impossible due to force majeure or other circumstances beyond Schweizerhof's control, Schweizerhof can withdraw from the part of the contract which has not yet been delivered, either entirely or partially without compensation.

## **6. Reservation dates**

The reservation dates listed in the contract are binding for both parties. If the reserved period expires without being used, the hotel can resell the reserved rooms, spaces or services without further communication.

## **7. Check-in & check-out**

The rooms are available from 3:00 p.m. on the day of arrival. On the day of departure, guests must leave their room by 12:00 a.m. We expect guests to check-in to their room by 10:00 p.m. at the latest on the day of arrival. If they will arrive later than 10:00 p.m. they are requested to inform the hotel. If they do not, the hotel is entitled to rent the room to someone else. The guest has no right to a specific room, unless this has been specifically arranged in writing directly with Schweizerhof. The rooms may only be used for the agreed purpose of accommodation. The hotel is entitled to terminate the contract without notice if the contract has been made under false or misleading pretenses, or if the room is not being used according to the terms of the contract.

## **8. Liability of the contracting party**

The guest is liable for damages or losses relating to the facilities or furnishings caused during their stay and Schweizerhof is not required to provide any proof of fault. In such instances, Schweizerhof grants itself the right to charge the guest's credit card accordingly. Schweizerhof accepts no liability for theft or damage to items brought into the hotel by third parties. Insurance of such items is the responsibility of the guest.

## **9. Pets**

We welcome well-behaved four-legged friends. We charge CHF 20.- per day (food not included). Liability for material or personal damages is entirely the responsibility of the pet owner. Out of consideration for the other guests, animals are not permitted in the dining room.

## **10. Subletting of hotel rooms**

The hotel room is reserved exclusively for the registered guest and any registered companion. Use of the room by third parties is only allowed with written permission from the hotel.

## 11. Smokers

Schweizerhof is a non-smoking hotel. Smoking is only permitted in the designated outdoor areas. Unauthorized smoking in the room or at the window and the resulting additional cleaning and ventilation expenses will be charged at the rate of one night's accommodation (at least CHF 250).

## 12. Liability, applicable law/jurisdiction

Schweizerhof is liable for items brought into the hotel by guests in accordance with the legal provisions. We accept no liability for slight negligence. Schweizerhof is not liable under any legal title for services it has simply facilitated or procured for the guest (item 4 of GTC). If the guest incurs damages or is unsatisfied with the services provided by Schweizerhof, they must immediately report this to Schweizerhof. Otherwise, no subsequent claims can be made. All claims against Schweizerhof lapse 6 months after the conclusion of the contract, provided no longer term is stipulated in the mandatory legal provisions.

The contract is exclusively subject to Swiss law. The court of jurisdiction is the Wallis cantonal court in Sitten. Should any individual provisions of this GTC be void, this does not affect the validity of the remaining provisions. In such instances, the legally void provisions will be replaced by a similar, but valid, provision.

## Legal notice

All information (in particular prices, reservations, online calculations) is subject to change. We cannot guarantee that the information on this website is always complete and up-to-date. We reserve the right to change or update the information at any time and without prior notice. This also applies to improvements and/or changes to the products and offerings described on this website.

We also accept no liability for Internet errors, damage caused by third parties, imported data of any kind (viruses, worms, trojans), as well as links to and from other websites. We have no control over the content and form of external websites.

We cannot guarantee the correct operation of hardware and software.

We would like to point out that this website may contain inaccuracies or typographical errors.

Under no circumstances are we liable to you or any third party for any direct, indirect, special or other consequential damages resulting from the use of this website or any of the websites linked to it. We also accept no liability for any loss of profits, disrupted operations, or loss of programs or other data in your information systems. This still applies even if the possibility of such damage has been expressly indicated.

The transfer of messages, documents and other information via email is less reliable, secure and confidential than correspondence by conventional mail or fax. We use antivirus software and recommend you do too. We accept no liability for damages or losses resulting from the use of email. We reserve the right to reject emails containing potentially dangerous file attachments.

## Data protection

We use links to make content or services from other webpages available on this website. The linked pages are not subject to our data protection policy. We recommend that you check the data protection policy of each of these webpages to find out how they handle your data.

When providing personal details for the purposes of communication or orders, we reserve the right to use these details for marketing purposes.

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