

GENERAL TERMS AND CONDITIONS OF BOOKING GSTAAD SAANENLAND TOURISM

Gstaad Saanenland Tourism (hereinafter referred to as GST) arranges hotel and bed & breakfast accommodation, holiday apartments and chalets (hereinafter referred to as holiday apartments) as well as third party services such as activities, rental equipment, tickets, etc. GST acts exclusively as an intermediary between the guest and the hotel operator, bed & breakfast provider, holiday apartment rental company and other third party providers.

1. Contract for hotel, bed & breakfast and holiday apartment bookings

The contract is concluded upon confirmation by GST. By booking, the guest/lodger acknowledges the booking and contract conditions. GST confirms the booking in writing or by e-mail in the name and for the account of the respective hotel operator, bed & breakfast provider, holiday apartment rental company and any other third party providers involved in the booking.

Holiday apartments and hotel and bed & breakfast rooms may only be occupied by the number of persons listed in the description. Children and babies are included (unless otherwise stated in the description). The hotel operators, bed & breakfast providers and hotel apartment rental companies are entitled to expel additional persons from the accommodation and, in case of refusal, to cancel the contract without repayment of the price.

The house rules must be observed.

2. Scope of package holidays

A package holiday is deemed to exist when GST offers transportation together with accommodation or another significant tourist service for a total price and this lasts at least 24 hours or includes an overnight stay.

3. Third party activities

GST acts exclusively as an intermediary with regard to activities, equipment rental, tickets etc. The guest concludes the contract directly with the respective provider.

4. Terms of payment

The prices are published in Swiss francs. GST accepts payments in Swiss francs only. Any bank charges are charged to the guest.

For reservations of holiday apartments and bed & breakfast rooms:

- Down payment:
40% of the rental price, for amounts up to CHF 300.00 the whole amount, is payable within 14 days of invoicing. When paying by credit card, the down payment will be charged to the credit card when booking.
Plus cancellation insurance (optional). An additional booking fee of CHF 10.00 will be charged for holiday apartments not booked online.
Remaining payment: payable no later than 30 days before arrival.
- If the booking is made less than 31 days before arrival, the full amount is due for payment immediately upon receipt of the confirmation.
- For last-minute bookings, i.e. bookings made less than 8 days before arrival, the full amount will be charged to the credit card.
- For some holiday apartments, a cash deposit in Swiss francs must be paid on arrival; see section 9.

For reservations of hotel rooms:

Information about the payment methods is provided in the respective description:

Collection by GST:

- Down payment of 40% of the total amount, for amounts up to CHF 300.00 the whole amount, plus cancellation insurance (optional): payable within 14 days of invoicing. When paying by credit card, the down payment will be charged to the credit card when booking.
- Remaining payment: payable no later than 30 days before arrival.
- If the booking is made less than 31 days before arrival, the full amount is payable immediately upon receipt of the booking confirmation.
- For last-minute bookings, i.e. bookings made less than 8 days before arrival, the full amount will be charged to the credit card.

Collection by hotel:

- The guest's credit card details are only collected as a guarantee for the booking. If the guest takes out the optional cancellation insurance, GST charges the insurance premium to the guest's credit card. The guest's credit card details are sent to the hotel.
- Payment for the booked hotel services is made in the hotel upon arrival.
- In case of cancellation of the booking or no-show, the hotel reserves the right to charge the guest's credit card up to 100% of the total amount of the reservation. See the cancellation conditions for more information.

For reservations of packages:

- For package holidays, the full amount is always due for payment, payable within 14 days of invoicing.
- For last-minute bookings (less than 15 days prior to arrival), the full amount will be charged to the credit card.
- The prices are in Swiss francs including VAT and statutory visitor's tax.

For reservations of activities, rental equipment, tickets etc.:

- The full amount is payable within 14 days of invoicing.
- If the booking is made less than 31 days before the beginning of the activity as well as for bookings of services independent of date, the full amount will be charged to the credit card.

5. GST bank details

Berner Kantonalbank, CH-3780 Gstaad
Account CH14 0079 0016 9012 8105 4
Clearing no. 790, Swift Code: KBBECH22

6. Cancellation of the contract by the guest / early departure

In case of cancellation of a contract by the guest, the following costs arise:

For reservations of holiday apartments:

- Cancellation 60 or more days prior to arrival or if the holiday apartment can be rented on the same terms (same duration and same price): The premium of any (optional) cancellation insurance; for bookings not made online, the booking fee of CHF 10.00 is also charged.
The lessor is under no obligation to make special efforts to re-let the holiday apartment.
- If the holiday apartment cannot be re-let or only on worse terms (and the total booking fee to be paid by the replacement tenant (exclusive of bed linen and final cleaning, if stated separately in the invoice) does not reach the following percentages, the difference must be paid as cancellation costs), the following cancellation costs will be charged:
 - Cancellation 59 to 30 days prior to arrival: 40% of the booking amount (excluding bed linen and final cleaning, if stated separately in the invoice), plus the premium of any (optional) cancellation insurance and for non-online bookings the booking fee of CHF 10.00.
 - Cancellation 29 to 0 days prior to arrival or no-show: The full amount of the booking (excluding bed linen and final cleaning, if stated separately in the invoice) is due for payment and any additional costs will be charged to the guest/renter.

Any refund will only be made after expiry of the booked holiday period or on re-letting.

For reservations of hotel and bed & breakfast rooms and for packages:

The cancellation conditions listed in the description for the respective service and in the reservation confirmation apply. For packages, in the event that no cancellation conditions are stated or the hotel or bed & breakfast provider in question has not specified its own cancellation policy, the following conditions apply:

Collection by GST:

- Cancellation 14 or more days prior to arrival or if the rooms are re-rented on the same terms (same duration and same price); no cancellation costs.
The premium of any cancellation insurance that may have been taken out remains due.
- If the room cannot be re-let or only on worse terms (and the booking amount to be paid by the replacement tenant does not reach the following percentages, the difference will be charged as cancellation costs) the following cancellation costs are due for payment:
Cancellation 13 to 0 days before arrival or no-show: The full booking amount is due for payment and any additional costs will be charged to the guest.

Any refund will only be made after expiry of the booked holiday period or on re-letting.

Collection by hotel (*for hotel bookings only*):

- Cancellation 14 or more days prior to arrival or if the rooms are re-let on the same terms (same duration and same price), no cancellation costs.
The premium of any cancellation insurance that may have been taken out remains due.
- If the room cannot be re-let or only on worse terms (and the booking amount to be paid by the replacement tenant does not reach the following percentages, the difference will be charged as cancellation costs) the following cancellation costs are due for payment:
Cancellation 13 to 0 days before arrival or no-show: The total amount of the booking is due for payment and will be charged to the guest or charged by the hotel to the guest's credit card.

For reservations of activities, rental equipment, tickets etc.:

The cancellation conditions as well as the general terms and conditions of the respective third party provider apply.

Early departure, travel interruption:

In case of early departure or travel interruption, the full price remains due. There is no refund of unused services.

Calculation of periods:

The arrival of the notification at GST or the contracting party of the guest during normal office hours is definitive in calculating the periods. On Saturdays, Sundays and public holidays in the canton of Bern, the next working day is definitive. This also applies to notifications by e-mail, on answering machines, etc.

Cancellation insurance:

GST recommends the guest to take out cancellation insurance, which will cover the cancellation costs in case of cancellation within the scope of the insurance policy.

Note:

There is no right of cancellation and no gratuitous right of withdrawal for tourist services where the details of the service provision have been agreed or the services can be obtained in an agreed period.

7. Complaints regarding accommodation and other mediated services

Should the guest not be satisfied with the services provided or suffer any loss, he must immediately contact his contractual partner (hotel operator, bed & breakfast provider, holiday apartment rental company, etc.) and demand remedial action. The further procedure and the rights of the guest depend on the contractual conditions of the guest's contractual partner.

If the contractual partner cannot be reached or fails to provide (sufficient) remedial action, etc., the guest may contact GST (Phone +41 33 748 81 84, Hotline +41 79 344 81 18, e-mail: info@gstaad.ch). GST will contact the provider on behalf of the guest to find a solution. Only the guest's contractual partner is responsible for rectifying the deficiency, loss, etc.

GST expressly draws the attention of the guest to the fact that deficiencies, losses or incomplete fulfilment of the contract must be reported to the contractual partner as soon as possible so that the latter can remedy the situation. If the contractual partner is not informed or not informed as quickly as possible, the loss of all rights must be expected.

8. Changes in services and force majeure in accommodation and other mediated services

Hotel operators, bed & breakfast providers, holiday apartment rental companies and other activity providers reserve the right to make changes to their services in the event of force majeure, natural disasters, unforeseeable and unavoidable events, official measures, etc. The providers will endeavour to provide reasonable compensation. Should reasonable compensation not be possible, the provider may terminate the contract and any amounts already paid will be refunded (insurance premiums will not be refunded or remain due). Further claims are excluded. If the guest refuses reasonable compensation, the amount paid will not be refunded.

9. Deposit

For holiday apartments, the provider may ask for a deposit on handing over the keys. This is noted in the service description and in the voucher. The deposit must be paid in cash and in Swiss francs. It serves to secure claims for damages and increased cleaning costs. The deposit will be refunded upon returning the keys, provided that no damage caused by the guest/tenant or additional cleaning costs have occurred.

10. Liability of the guest and travelling companions

The guest and his travelling companions must use the holiday apartment, hotel rooms, etc. carefully and observe the house rules. If the guest or a travelling companion culpably causes damage, this must be paid in full. Any damage must be reported to the hotel operator, bed & breakfast provider, holiday apartment rental company, etc. or its representative immediately, at the latest on departure. The holiday apartment tenant must have liability insurance.

11. Liability of hotel operators, bed & breakfast providers, holiday apartment rental companies and providers of other mediated services

These providers are liable to the guest and travelling companions directly and according to their own terms and conditions. GST recommends taking out adequate insurance against accident and illness. Comprehensive accident insurance is recommended when participating in sports activities, etc.

12. Liability of GST for mediated accommodation and other mediated services

GST is responsible for the proper reservation of the desired services with the respective contractual partner. However, GST is not liable for the correct fulfilment of the contract by the guest's contractual partner.

All information and descriptions about the hotels, bed & breakfast facilities, holiday apartments, etc. are based on information provided by the respective provider. GST rejects any liability for incorrect descriptions.

Any liability on the part of GST for mediated services is excluded.

13. Programme changes to package holidays

GST reserves the right to make changes in services where force majeure, natural disasters, unforeseeable and unavoidable events, official measures and the like so require. GST will endeavour to provide reasonable compensation. Should reasonable compensation not be possible, GST may terminate the contract and will refund paid amounts (insurance premiums will not be refunded or remain due for payment). Further claims are excluded. If the guest refuses reasonable compensation, the amount paid will not be refunded.

If the change to the programme or service occurs during the trip, GST will endeavour to take reasonable remedial action. If this is not possible or not sufficient, GST will refund the objective reduction in value.

GST is not obliged to find a remedy if the change to the programme or service is due to force majeure or the remedy would give rise to excessive costs.

14. Liability for package holidays

GST is liable for personal injury to the guest and travelling companions for whom a booking was made, within the framework of the applicable statutory provisions and international agreements. For other damages (such as property damage and losses of a purely financial nature), GST is liable for each traveller up to a maximum of twice the tour price paid for him, unless the damage was caused deliberately or through gross negligence. GST is not liable for damages due to the negligence of the injured party, unpredictable or unavoidable negligence of third parties who fail to provide services under the package tour, force majeure or events that were unpredictable or unavoidable despite due care by GST or the service provider.

Further limitations of liability or disclaimers in applicable laws and international agreements and these General Terms and Conditions of Gstaad Saanenland Tourism are reserved.

Non-contractual or quasi-contractual liability cannot justify any liability other than that described in these General Terms and Conditions of Booking.

15. Liability of GST

Liability for slight and ordinary negligence on the part of GST is excluded. Furthermore, liability is limited to direct, immediate damage, i.e. liability for indirect, collateral and consequential losses, etc. is excluded. These provisions relating to liability apply to contractual, non-contractual and quasi-contractual liability. Non-contractual or quasi-contractual liability cannot justify any liability beyond the contractual liability.

16. Data protection

GST is subject to Swiss data protection law (Federal law on data protection and the corresponding implementing provisions).

GST will process the personal data submitted to it in accordance with the legal requirements and, if necessary, transmit this to the service provider and/or key holder for correct fulfilment of the contract (this includes first and last name, address, telephone number, e-mail address, date of birth as well as data necessary for activities and/or rental equipment of the person making the booking and, if necessary, travelling companions, booked services, hotel bookings and credit card information). Hotel operators, bed & breakfast providers, holiday apartment rental companies, etc. may be required by law or governmental regulations to provide this information to government agencies and third parties contracted by them. Further data protection regulations are available on our website www.gstaad.ch and from the companies with which bookings are made.

17. Applicable law and jurisdiction

All legal relationships between the guest and GST are subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

The exclusive place of jurisdiction is Thun.

This provision relating to the choice of law and jurisdiction is subject to mandatory (contractually unchangeable) provisions in applicable laws and international agreements.

BOOKING CONDITIONS FOR THE SOUVENIR-SHOP

18. Delivery

GST delivers throughout Switzerland and abroad. The shipping costs are included in the price pro rata.

19. Retention of title

GST retains title to the goods until full payment of the purchase price.

20. Prices and terms of payment

Prices are in Swiss francs and include VAT.

For online orders the full amount will be charged to the credit card.

For telephone orders a payment on invoice is also possible. The full amount is payable within 14 days of invoicing.

21. Return policy

There is no right of return, except for defective and damaged items. The buyer is obliged to return these within 10 days. The confirmation must be enclosed so that GST can credit the returns immediately.

Return address:

Gstaad Saanenland Tourismus
Promenade 41
CH-3780 Gstaad

22. Damages

Claims for damages due to errors in illustrations, prices and texts or because of late and failed deliveries remain excluded.

23. Privacy policy

The data necessary for the business transaction is used in the course of order processing. All personal data is treated confidentially. Further information on data protection can be found at www.gstaad.ch.

24. Choice of law and jurisdiction

Swiss law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UN Sales Convention).

The exclusive place of jurisdiction is Thun.

This provision relating to the choice of law and jurisdiction is subject to mandatory (contractually unchangeable) provisions in applicable laws and international agreements.

Legally the German version of this condition sheet is valid.

Subject to amendment at any time.

Gstaad, December 2020

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