
Booking conditions for online bookings (Internet)

Gstaad Saanenland Tourism (hereinafter „GST“) acts as an agency making reservations for hotel and bed & breakfast rooms, holiday chalets as well as holiday apartments (hereinafter only holiday apartments is used) as well as activities, rental equipment and tickets provided by third-party suppliers and only arrange the settlement between the owner/third-party supplier and the guest.

Rental-/purchase agreement

The contract between the owner and the guest/tenant is valid when accepting the reservation/order and in addition all booking terms and conditions. GST confirms the booking/order in written form on behalf and for account of the hotel, bed & breakfast or the owner of apartment. The booking confirmation issued by GST will also serve as the rental-/purchase agreement.

Scope package trip

A package trip is defined as such when GST arranges transport plus accommodation or another tourism service for a total price and the trip lasts for at least 24 hours or includes an overnight stay.

Terms of payment

The only currency accepted by GST is Swiss francs.

For bookings of holiday apartments, hotel and bed & breakfast rooms, activities, rental equipment as well as orders of tickets:

- For internet bookings the guest's credit card will be charged immediately with the full amount.

For bookings of package trips:

- When booking a package holiday the prepayment of the travel cost is due on completion date. Prices are listed in Swiss Francs incl. VAT and the legal determined visitor's tax.
- For internet bookings the guest's credit card will be charged immediately with the full amount.

Cancellation of a booking by the guest

For bookings of holiday apartments:

- Cancellation 90 days or more before arrival date: reimbursement of the full amount paid minus a cancellation fee of CHF 100.00 as well as the cancellation insurance.
- Cancellation between arrival date and 89 days before arrival date: reimbursement of the full amount paid minus a cancellation fee of CHF 100.00 as well as the cancellation insurance, provided the apartment can be sublet to a third party. The reimbursement will not be made until the booked holiday period has ended. If the apartment cannot be sublet to a third party, the full amount of the booking is payable and no refund is granted.

For bookings of hotel and bed & breakfast rooms as well as for package trips:

- Cancellation 20 days or more before arrival date: reimbursement of the full amount paid minus a cancellation fee of CHF 100.00 as well as the cancellation insurance.
- Cancellation between arrival date and 19 days before arrival date: if the room can be sublet to a third party, reimbursement of the full amount paid minus a cancellation fee of CHF 100.00 as well as the cancellation insurance. If the room cannot be sublet to a third party, GST reserves the right, after consulting the hotel, to retain 100% of the total amount.

To cover liability in the event of illness, accident, death or natural hazards GST recommends guests/tenants to conclude cancellation insurance.

For reservations of activities and rental equipment as well as for orders of tickets the terms of cancellation of the third-party supplier shall apply along with its "general terms and conditions of business".

In tourism services, in which the details of delivery have been agreed or the services are available for an agreed period, there is no cancellation and no cost-free withdrawal.

Complaints concerning accommodation

If the guest/tenant discovers that the accommodation has defects which cannot be resolved locally, he must notify GST without delay (phone +41 33 748 81 84, hotline +41 79 344 81 18, e-mail: info@gstaad.ch), so that all necessary steps may be taken to put things right. GST will deal only with complaints made by the guest/tenant within 72 hours of his arrival. In the event of the guest's/tenant's refusal to occupy the accommodation booked or to refuse alternative accommodation proposed by GST, no refund will be made by GST or the landlord. Claims for damages may not exceed the total amount of the rent. Any disputes arising from this agreement shall be resolved by the regional court Bernese Oberland in Thun, in accordance with Swiss Law.

Force Majeure concerning accommodation

In the event of force majeure, GST is entitled to cancel reservations without compensation. If for reasons beyond its control, GST is prevented from fulfilling the terms of the agreement, it is entitled to move the guest/tenant to another hotel/bed & breakfast/holiday apartment or to cancel the booking. In the event of such cancellation, the full amount will be refunded. The guest/tenant will renounce from making further claims.

Responsibilities and exemptions concerning accommodation

GST is responsible for making the reservations. GST however does not accept any responsibility for events which are beyond its control such as:

- Failure or interruption of the water or electricity supply, technical defects of heating systems, elevators or swimming pools.
- Inferior quality of the premises as a result of natural disasters, temporary increase in noise levels, e.g. as a result of traffic diversions, building work etc.

All data at the disposal of GST relating to such hotel/bed & breakfast/holiday apartment has been provided by the owner/landlord. GST shall not be liable for changes which may have been made without its knowledge.

Prior to his departure the guest/tenant shall inform the owner/his agent of any damaged caused during occupation. The guest/tenant must have liability insurance.

Modifications for package trips and booked activities

Trip-/activity programmes may be altered in unforeseeable circumstances. GST will do everything to offer alternative, equally satisfactory arrangements or another solution in such cases.

GST is entitled to cancel trips/activities in cases of force majeure (e.g. natural disasters etc.) or in the event of government action, technical defects etc..

If GST cancels the trip/activity before the beginning, the full payment will be refunded.

Liability package trip

GST is liable for personal loss arising from death, physical injury or illness of a customer if this is caused by the carelessness of GST or a service provider commissioned to provide travel arrangements.

GST's liability for material loss is limited. If GST is at fault, payments will only be covered up to twice of the amount of the package trip cost. Should the damage be caused deliberately by the consumer or a third party, which is not involved in the package trip or thru force majeure/events which are unpredictable even with all due care GST will not be liable.

Liability for activities

GST shall not accept any liability for the services rendered by third party suppliers. GST refers in particular to their liability conditions, which may be consulted with third party suppliers.

The guests must arrange their own personal insurance cover (including specifically accident and illness insurance).

Data protection

The Destination Gstaad (GST) complies with the provisions of data protection legislation - where applicable also the data protection regulation of the European Union.

GST shall process the data provided to him in accordance with the statutory requirements and, to the extent necessary, communicate such data to the property owner and/or the key holder, etc. to ensure that the agreement can be properly fulfilled. All personal data will be treated confidentially.

The Special Terms and Conditions "Privacy Statement" on www.gstaad.ch are additionally valid.

General

The rented accommodation may only be used for the number of persons (incl. children) indicated on the rental agreement. Discrepancies must be agreed with the owner or GST prior to the arrival.

The house rules must be adhered to at all times.

BOOKING CONDITIONS FOR SOUVENIR SHOP**Delivery**

GST delivers all over Switzerland and abroad. The prices include shipping.

Reservation of proprietary rights

The goods remain the property of the supplier until fully payment.

Price

Prices include VAT. All articles have to be paid by credit card.

Right of return

There is no right of return, except for defective and damaged articles. The customer shall be obligated to send them back within 10 days. The delivery note must be enclosed in order that GST may reimburse returns immediately. Please address returns to:

Gstaad Saanenland Tourismus
Promenade 41
CH-3780 Gstaad

Compensation

Claims for damages due to mistakes in illustration, prices or texts as well as due to delayed or failed delivery shall be strictly excluded.

Data protection

The data required for processing the transaction shall only be used to process the order. All personal data will be treated confidentially.

Legally the German version of this condition sheet is valid.

These booking conditions are subject to change.

Gstaad, August 2018

GSTAAD SAANENLAND TOURISM