

General Terms and Conditions of Contract and Travel GTCCT

Saas-Fee/Saastal Webshop GmbH (SFSW)

We are pleased that you are interested in a holiday stay in the Saas-Fee / Saas Valley region. Please read the following General Terms and Conditions of Contract and Travel (GTCCT) carefully. They are part of every contract.

Scope

- 1.1. These GTCCT regulate the contractual relationship between you and Saas-Fee/Saastal Webshop GmbH (SFSW) for any package deals and other accommodation and travel services organised by us.
- 1.2. These GTCCT differentiate between package deals and other accommodation and travel services. A package deal exists if, in addition to the accommodation service, at least one additional travel service is offered by SFSW for one complete price.
- 1.3. If SFSW arranges other accommodation and travel services for you in the name of and at the expense of a service provider / third-party provider, which do not fall under the term package trips according to Section 1.2. of these GTCCT (e.g. accommodation or services from service providers / third parties), SFSW is not a contractual partner. The cancellation and payment conditions as well as the general terms and conditions of business of the respective service provider / third-party provider apply. In these cases, we assume no liability for the services provided by the service providers / third parties. If such services are discontinued, for whatever reason, this shall not affect our relationship. We refer in particular to their conditions on liability, which can be obtained from the service provider / third-party provider.

2. Conclusion of Contract and Services

- 2.1. The contract between you and SFSW is concluded with the acceptance of your written or verbal booking by SFSW and is final from this point in time. These GTCCT apply to all travel participants.
- 2.2. The services arise out of the service description found in the prospectus documents, online and/or in the booking confirmation. The number of persons stated in the contract must be respected in all cases and may not be exceeded without the express consent of SFSW and the service provider / third-party provider. Otherwise the contract can be terminated by SFSW without compensation.

3. Terms of Payment / Prices

- 3.1. The prices listed in the booking confirmation are in Swiss Francs and are binding. A price adjustment is possible due to taxes, levies, increases in transport costs etc. up to 3 weeks before the beginning of the provision of the contractually agreed-upon services.
- 3.2. If a package deal is booked, the package price must be paid in advance upon conclusion of the contract. Payment for the other accommodation and travel services booked pursuant to Section 1.3. of these GTCCT shall be made to the respective service providers / third-party providers and shall be governed by their respective cancellation and payment terms and conditions as well as general terms and conditions of business.
- 3.3. In the event of an obvious incorrect posting due to system errors in the booking system, the agreed-upon prices are void. In this case, SFSW has the right to cancel the booking without compensation.
- 3.4. If the payment is not made in a timely manner, SFSW may, as the mediator, withhold all services, cancel the contract without compensation and claim any cancellation costs in accordance with Section 4.

4. Cancellation and Changes to the Contract by the Guest

- 4.1. SFSW does not offer cancellation insurance. For this reason, we recommend taking out travel insurance with cancellation protection. You are welcome to take out such insurance with our partner, Allianz <https://www.saas-fee.ch/en/about-us/cancellation-insurance>
- 4.2. If you cancel a booking or make a rebooking, our written consent is. You must notify us immediately in writing of any request for rebooking or cancellation.
- 4.3. If you withdraw from the offer before the commencement of services, the following amounts will be charged as a percentage of the offer:
 - Free up to 60 days before arrival
 - Up to 30 days before the commencement of the services: 40% of the total price
 - 29-0 days before the commencement of services and non-performance of the services: 100% of the total price

The booking terms and conditions of SFSW apply, unless otherwise specified by the property.

For bookings made according to Section 1.3. of these GTCCT, the cancellation and payment conditions of the service provider / third-party provider apply.

- 4.4. The arrival of the notification during our regular office hours is controlling. On Saturdays, Sundays or public holidays, the next working day is controlling.
- 4.5. A no-show is treated as a cancellation (see Section 4.3.) In case of early departure the total amount remains due.

- 4.6. If you cannot make use of the booked services, you can nominate a replacement person who will assume the services under the same conditions. A prerequisite is that the substitute person is jointly and severally liable for the offer price and that the service providers involved in your journey (hotels, travel service providers, etc.) accept this change.
- 4.7. You are responsible for your own arrival. No refund will be given in cases of late arrival due to disturbances and obstructions in public and private transport (incl. railway and flight), road closures as well as due to personal reasons.
- 4.8. In any case, the Saas-Fee/Saastal Webshop GmbH will charge an additional processing fee of CHF 50.00 per cancelled or changed booking. If the room or flat, as the case may be, can be re-let following cancellation, the Saas-Fee/Saastal Webshop GmbH is obliged to reimburse the full amount, minus a processing fee of CHF 50.00.

5. Cancellation and Changes to the Contract by SFSW

- 5.1. Circumstances may arise due to holiday traffic that SFSW cannot prevent/influence. If force majeure (e.g. environmental catastrophes, natural disasters, strikes, etc.) prevents us from our mediation activities, we are entitled to cancel the booking without compensation.
- 5.2. If other reasons, which cannot be influenced by us either, prevent performance of the services, SFSW shall make every effort to find an equivalent replacement or another suitable solution. If necessary, the booking can be cancelled by SFSW.
- 5.3. For the aforementioned reasons, if you do not claim the benefit, you will receive the amount paid back, but you will waive any further claims/compensation.

6. Complaints

- 6.1. In general, SFSW accepts no liability (see Section 7). In particular, SFSW is under no circumstances obliged to provide any compensation. This is the responsibility of the service provider / third-party provider.
- 6.2. If the services do not comply with the contractual agreement or if you suffer damages, you are entitled and obliged to complain to the service provider concerned about this defect or any damages within 24 hours.
- 6.3. If no suitable solution could be found locally at the service provider's premises and the defect or damages could not or could only be insufficiently remedied, SFSW must be notified in writing no later than 10 days after the use of the services. The claim for damages shall in no case exceed the amount of the offer price.
- 6.4. If you fail to lodge a complaint with the service provider locally (see 6.2.) or if you fail to comply with the deadline for written notification to SFSW (see 6.3.), your claims will expire immediately, if they exist at all.

7. Liability

- 7.1. SFSW is responsible for the sale/mediation and the technical transmission of the bookings to the customer and to the service providers / third-party providers. Proof of correct transmission of bookings is deemed to have been furnished if the transmission has been entered as error-free in the transmission journals of the booking system. If the delivery is made by post, SFSW cannot provide any proof.
- 7.2. SFSW is not liable for unpredictable circumstances in rental properties that cannot be influenced by us, such as:
 - Failures or disturbances in the water and/or electricity supply as well as facilities such as heating, lift, swimming pool, etc.
 - Reduction in value of the services provided due to environmental damage, temporary increase in noise emissions such as construction sites, night noise, etc.
- 7.3. SFSW is under no circumstances liable for services and promises of service providers / third parties (see also 1.3.)
- 7.4. You are responsible for personal insurance coverage (in particular accident and health insurance, damage to property and luggage as well as loss of luggage). SFSW does not assume any liability.
- 7.5. You must pay in full for any damages demonstrably caused by you during your stay. Any damages must be reported to the service provider or its representative before departure.

8. Data protection

- 8.1 SFSW is subject to Swiss data protection law. The personal data transmitted will be processed in accordance with legal requirements and, where necessary, passed on to service providers and/or key holders for the purpose of fulfilling the contract (e.g. name, address, contact details, date of birth, services booked and, where applicable, credit card details for hotel bookings). Accommodation providers may be legally obliged to pass on this data to authorities or authorised third parties. Further information can be found at www.saas-fee.ch and from the companies booked.

9. Validity of the GTCCT / Applicable Law

- 9.1. These GTCCT are written in German, English and French. In the event of contradictions, the German version is controlling.
- 9.2. We assume no liability for changes made after printing without our knowledge, nor for possible printing errors.
- 9.3. The law of the Swiss Confederation applies. Visp (Switzerland) is agreed as the exclusive place of jurisdiction.