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## General Terms and Conditions Hotel/Holiday apartment and Registration

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**The Destination Davos Klosters offers a hotel reservation service in behalf and account of the hotels.** All information concerning the hotels is carefully gathered by us. We are not liable for any changes that occur without our knowledge after this information went to press, nor for typos, transmission or printing errors.

### **Prices and additional charges**

**The prices as shown in the reservation confirmation are in CHF and include the value-added tax (VAT). Prices are exclusive Visitor's Tax.** All prices are binding. We reserve the right to make price adjustments caused by reasons beyond our control (for example currency exchange rate fluctuations, new or increased taxes). In some cases, the additional charges quoted serve only as a guideline and can be subject to minor changes. The rooms may be occupied by no more than the number of persons indicated in the booking confirmation.

### **Cancellations of booking**

#### **Registration**

You have seen and accepted the individual cancellation conditions when booking online. These will be listed again in the registration confirmation.

#### **Hotel**

You have seen and accepted the individual cancellation conditions when booking online. These will be listed again in the registration confirmation.

In case the room might not be rented out after cancellation, the hotel reserves the right to charge up to 100% of the entire booking amount (excl. guest taxes and meals) either by bill or to charge directly the credit card.

**"No Show" =>** In case of no show without prior cancellation, the hotel reserves the right to charge **100% of the entire booking amount** to the credit card or to send a bill for the respective amount.

**In case the booking is not made by credit card, the credit card details have to be communicated to the Destination Davos Klosters in order to guarantee the reservation.**

**We strongly recommend effectuating cancellation insurance.** By request cancellation insurance might be effectuated through the Destination Davos Klosters by the insurance company "Europäische Reiseversicherungs AG".

### **Complaints**

All information included in the system is gathered conscientiously and carefully. If you have a legitimate complaint, please contact the hotel staff first. If the issue cannot be settled amicably, please contact the Destination Davos Klosters immediately. The Destination Davos Klosters will verify the complaint and seek for a satisfactory solution. If the guest decides not to use the hotel room or the suggested alternative solution, the performed payment will not be refunded, and no claims for damages can be made. The Destination Davos Klosters expressly states that only complaints made **within 72 hours** of entering into the agreement might be treated. Moreover, you must submit a written claim to the Destination Davos Klosters within 10 days after the end of your stay otherwise the claim of damages expires. In case no agreement might be reached, the **sole place of jurisdiction is Davos and the rules of Swiss law apply.**

### **Force majeure**

Extreme and unforeseen scenarios can occur in the vacation business. If force majeure, environmental catastrophes or natural disasters should prevent us from providing our services, the Destination Davos Klosters reserves the right to cancel the booking without indemnification. In case other reasons beyond our control occur and therefore we cannot provide the necessary services, the Destination Davos Klosters can either book you into a different hotel or perform cancel the booking. In case of cancellation you will be reimbursed the amount paid, but you waive the right to any other claims.

### **Liability**

The Destination Davos Klosters is liable for proper booking arrangements in Davos Klosters. For the rest, the Destination Davos Klosters disclaims expressly all other liabilities. **All possible disputes resulting from present terms and conditions the sole place of jurisdiction is Davos and the rules of Swiss law apply.**

### **Data protection**

Destination Davos Klosters is subject to the data protection laws of Switzerland and shall process the data in accordance with these regulations. The registration and debt collection is done by Davos Congress on behalf of and for the account of the responsible congress organizer. All collected data are transmitted to the organizer and are his property. Destination Davos Klosters shall process the data provided to him in accordance with the statutory requirements and, to the extent necessary, communicate such data to the landlord and/or the key holder, etc. to ensure that the agreement can be properly fulfilled. Based on the local laws, the landlord and/or the key holder are obligate to register the lessee and his housemates with the local authorities. Destination Davos Klosters protect legitimate interests or in the event that a criminal act is suspected the lessor reserves the right to disclose the lessee's data and/or those of his housemates and guests to the responsible authorities or request third parties to enforce his rights.

Davos/Klosters, May 2018

DIE DESTINATION DAVOS KLOSTERS