

## General Terms of Flat-Rate Service Providers regarding the Cancellation of Business

**The Destination Davos Klosters is an agency for flat rates, acting in the name and on account of the service providers.**

All information regarding the accommodations is compiled by us with the greatest possible care and is based on the service providers' own statements. We do not accept any liability for changes having been made without our knowledge after this information was printed, nor for any errors in transmission or print.

### Reservation

As soon as a reservation is made, the guest shall receive the reservation notice/voucher, which authorises him/her to use the booked service. The guest has to print out this reservation notice and present it upon arrival along with his/her national identification card (photo ID, passport or similar).

### Prices, ancillary costs and guest charges

**The flat prices stated in the reservation confirmation are understood to be in CHF incl. legal VAT and guest charges, and they are binding.**

However, we reserve price adjustment for reasons outside of our influence (e.g. currency fluctuations, newly introduced or increased charges). **Occupancy of the booked accommodation is limited to the number of persons specified in the reservation confirmation.**

### Cancellation of the reservation

**The conclusion of a cancellation cost insurance** is urgently recommended. On request, a cancellation cost insurance can be concluded with Europäische Reiseversicherung AG through Destination Davos Klosters.

If the guest wishes to withdraw from a reservation he/she has made, the following terms/fees apply:

- **up to 31 days before arrival => free of charge**
- **16 to 30 days before arrival => 50% of the cost for the reservation \***
- **15 to 0 days before arrival => 100% of the cost for the reservation \***

\* if the room can be rented to another guest, the payment will be refunded.

If the guest is prevented from commencing the lease for any reason whatsoever, he/she shall inform Destination Davos Klosters or the service provider as soon as possible. **If the leased property cannot be leased to other parties, the guest will be liable for the costs.** If the agreed lease period is not used fully by the guest for whichever reason, the rent for the entire agreed period shall be paid nonetheless. Any payments already remitted can be refunded only if the property can be leased again within the relevant period on the same conditions.

### Complaints

The accommodation shall be handed over to the guest in cleaned and proper condition, fully furnished and equipped.

The guest shall notify the service provider or its representatives **immediately** upon the start of the lease of any complaints concerning the accommodation or the inventory. Otherwise, the accommodation including the inventory shall be deemed handed over in proper and complete condition. Damages to the accommodation, as well as damaged or missing items of inventory and furniture shall be replaced in cash and not in kind by the guest. At the end of the lease period, the guest shall hand over the keys to the service provider and return the accommodation and inventory in **proper condition**. The information summarised in the system has been compiled diligently and carefully. Should there be any verifiable inadequacies, Destination Davos Klosters shall be immediately informed, insofar as complaints cannot be settled in mutual agreement between the service provider and the guest. In such cases, Destination Davos Klosters shall see to a correct review of the complained services being conducted and satisfactory solutions being found. If the holiday guest does not use his/her booked service or the equivalent alternative suggested to him/her, remitted payments will not be refunded. Likewise, any further claims of damages are excluded in such cases. Destination Davos Klosters points out explicitly that any complaints can only be examined upon notification within 72 hours following to the use of the service. Moreover, these claims shall be notified to Destination Davos Klosters in writing within 10 days following to the end of the stay, as any claims of damages will expire otherwise.

### **Force majeure**

Unpredictable extreme cases can always arise in holiday travel. If force majeure, natural disasters or force of nature prevents Destination Davos Klosters from exercising the agency activity, Destination Davos Klosters will be entitled to cancel reservations without a payment of compensation. If other reasons that are likewise outside of its influence prevent the performance of services, Destination Davos Klosters may rebook reservations or if need be, cancel a reservation. In the case of cancellation, any amounts already paid will be refunded, whereas no further claims will be established.

### **Liability**

The service provider cannot be held liable for any damages affecting the tenancy in any way and which are caused for reasons outside of its sphere of influence or through force majeure, e.g. power and water outages, etc. In contrast, the service provider will become liable to the guest if it does not provide the holiday apartment according to its specifications. Destination Davos Klosters shall be liable for the proper reservation on site. For the rest, Destination Davos Klosters expressly excludes any liability.

### **General provisions**

The guest acknowledges the house rules and grants the service provider the right to inspect the holiday apartment or have it inspected after scheduling an appointment. The guest undertakes to immediately report any repairs that become necessary to the service provider. Repairs carried out on own initiative will not be accepted by the service provider and they do not release the guest from compensation payments. The guest is prohibited from modifying the intended use of the rooms in any way or installing address signs or other objects without the explicit approval from the service provider. If the guest introduces contagious diseases to the property, the holiday apartment shall be disinfected at his/her own costs.

The leased property exclusively serves holiday purposes. Furthermore, subleasing is not permitted. The use for the exercise of any kind of trade or service is prohibited.

**Davos is the place of jurisdiction for any disputes arising from the present Terms and Conditions; Swiss law shall apply.**