

## Terms and Conditions Hotel/Private room/Apartment

**Destination Davos Klosters offers and rents accommodation (hotel, apartment, private room, etc.) on behalf and on account of the landlord.** All information concerning the accommodation is carefully gathered by us and is based on statements from the apartment owners. 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.

### Reservation

The guest receives a reservation report immediately with successful reservation/vouchers, they accredit the guest to use the booked services. They must be printed out and shown together with a valid ID at the arrival.

**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.**

### Prices, extra charges, additional services and guest taxes

**The prices as shown on the reservation confirmation are in CHF required by law.** 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 services only as a guideline and can be subject to minor changes. **The accommodation may be occupied by no more than the number of persons indicated in the booking contract.**

### HOTEL & PRIVATE ROOM

The prices include the value-added tax (VAT) as well as the guest taxes.

### APARTMENT

If the landlord of the apartment is required to pay value-added tax, this VAT is included in the price. Extra charges not specifically listed (such as heating, electricity etc.) are included in the cost of the rental. **Those costs not included (additional services) in the rental price must be paid at the end of the rental period, according to the agreement entered with the landlord.** In addition, guests are obliged to pay **guest taxes according to the effective legal regulations. They are charged directly, together with the rental fee.**

### Cancellations

**We strongly suggest that visitors get travel cancellation insurance.** The Destination Davos Klosters offers a travel cancellation policy underwritten by "Europäische Reiseversicherungs AG".

**"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.

### HOTEL & PRIVATZIMMER

Should you need to withdraw from a reservation, the following conditions / fees shall apply:

- **Cancellation up to 7 days prior to arrival date => no fees** (except for cancellation insurance fees)
- **Cancellation 6 to 0 days prior to arrival date => 100% of the entire booking amount**  
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** (either by bill or to charge directly the credit card)
- **NON REFUNDABLE RATE (NR RATE) => non-refundable**  
Please note, if cancelled, modified or in case of no-show, the total price of the reservation will be charged.

### APARTMENT

By paying the deposit you agree to these payment conditions. In case of breach of these payment conditions we consider the reservation as not completed and reserve the right to rent the apartment to another tenant.

Should you need to withdraw from a reservation, the following conditions / fees shall apply:

- **Cancellation up to 60 days prior to arrival date => no fees** (except for cancellation insurance fees)
- **Cancellation 59 to 0 days prior to arrival date => 100% of the entire booking amount**  
In case the accommodation might not be rented out after cancellation, the hotel reserves the right to charge up to 100% of the entire booking amount

**The Destination Davos Klosters** is authorised to charge a handling fee of CHF 100.- per booking for cancellations or changes of reservations.

### **Complaints**

The accommodation is handed over to the guest in a clean and perfect condition, completely furnished and equipped. Complaints concerning the accommodation or the furniture/equipment must be addressed directly to the landlord or his/her representative **immediately upon moving into the apartment**, otherwise the apartment is considered to be in perfect condition. Damages to the accommodation or damaged or missing furniture or equipment must be paid by the guest in cash and may not be replaced in kind. At the end of the rental period the guest must hand the keys back to the landlord and must make sure the apartment and the furniture/equipment are in **satisfactory condition**.

All information included in the system is gathered conscientiously and carefully. If you have a legitimate complaint, please contact the landlord 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 accommodation 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.

### **Force majeure**

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

### **Liability**

The landlord cannot be held liable for any damages caused by circumstances beyond his/her control or by force majeure (for example interruptions of the electric power or water supply) which in any way impair the rental agreement. However, the landlord is liable if he/she does not make the room/apartment available to the tenant according to the landlord's terms and conditions. The Destination Davos Klosters is liable for proper booking arrangements in Davos Klosters. The Destination Davos Klosters disclaims all other liabilities.

### **Data protection**

Destination Davos Klosters is subject to the data protection laws of Switzerland and shall process the data in accordance with these regulations. 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 obligated 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.

### **General**

The guest agrees to abide by the rules of the building and grants the landlord the right to inspect the room/apartment with advance notice. The guest agrees to inform the landlord about any necessary repairs in the room/apartment. The landlord is not obligated to accept unauthorized repairs, and such unauthorized repairs do not relieve the guest of indemnification fees. Without express approval from the landlord the guest is not allowed to change the purpose of use of the room/apartment in any way or to affix any inscriptions/addresses or other objects. If the guest introduces any infectious diseases, the room/apartment will be disinfected at his/her expense.

The leased property is exclusively for vacation purposes, furthermore a sublease is forbidden. The use of commercial business or performance of services is strictly forbidden.

**In the case of any disputes arising out of the conditions presented here, the sole place jurisdiction is Davos and the rules of Swiss law apply.**

**Banking wire info**

**Davos Destinations-Organisation (Genossenschaft) – Talstrasse 41 – CH-7270 Davos Platz**

**Payments in CHF:**

**Credit Suisse, CH-7270 Davos Platz**

Kto-Nr.: 401200-01

BLZ: 4835

S.W.I.F.T.: CRESCHZZ72D

IBAN CH36 0483 5040 1200 0100 0

**Payments in EUR:**

**Deutsche Bank AG, Filiale Frankfurt**

Kto-Nr.: 091342

BLZ: 500 700 10

S.W.I.F.T.: DEUTDEFF

IBAN DE03 5007 0010 0091 3426 00