

General Terms and Conditions Mountain Hotels

Mountain Hotels is a business of Davos Klosters Bergbahnen AG.

These terms and conditions apply exclusively to accommodation services. For matters regarding the mountain railway tickets the GTC of Davos Klosters Bergbahnen AG apply.

1. Conclusion of contract

Upon receipt of the written, telephone, electronic or personal booking and the delivery of our booking confirmation, a contract is concluded between the guest and the Mountain Hotels. These general terms and conditions are part of this contract. Communications by e-mail shall be deemed to have been made in writing.

2. Prices and terms of payment

In the case of an electronic booking via the Internet, the guest agrees to our General Terms and Conditions. When booking online, the total amount will be charged to your credit card after completion of the booking.

For all other bookings, we require your credit card details for the deposit after receipt of the confirmation or you may transfer the outstanding amount via bank transfer. The balance is due upon arrival at the hotel. The contract becomes legally binding upon receipt of the deposit. If these conditions are not met, Mountain Hotels may cancel the booking without notice. Cancellation charges are subject to point 4 below.

3. Price changes

Mountain Hotels may alter the advertised prices in the following cases:

- newly introduced or increased government levies (e.g. VAT, guest taxes, etc.)
- changes to rate of exchange (converted according to daily exchange rate of Davos Klosters Bergbahnen AG)
- clearly explainable printing or typing errors

4. Cancellations and rebooking

4.1 General Terms

Cancellations or rebooking are only valid if they are made in writing to the Mountain Hotels. Otherwise, the following costs will be incurred:

Package and hotel bookings Individuals (up to 3 double or single rooms).

- Changes / cancellations up to 14 days before arrival: free of charge, any deposit already paid will be refunded in the form of a voucher or, if paid by credit card, credited in the form of a credit card refund.

- Changes / cancellations 14-8 days prior to arrival: 50% of the package price

- Changes / cancellations 7-1 day prior to arrival: 80% of the package price

- No-show or cancellation of the arrangement: 100% of the package price

Package and hotel bookings for groups (from 8 persons)

- Changes / cancellations up to 31 days before arrival: free of charge, any deposit already paid will be refunded in the form of a voucher or, in the case of payment by credit card, credited in the form of a credit card refund.

- Changes / cancellations 30-15 days prior to arrival: 50% of the package price
- Changes / cancellations 14-1 day prior to arrival: 80% of the package price
- No-show or cancellation of the arrangement: 100% of the package price

These cancellation conditions only apply if the cancelled room cannot be resold.

The calculation of the cancellation date will be based on the receipt of the written declaration to the booking office. On Saturdays, Sundays and public holidays, the next working day is decisive. In cases of hardship, the cancellation costs will be covered by cancellation insurance, provided the guest has taken out such insurance. It is the responsibility of the guest to reclaim the costs.

4.2 Providing a substitute person.

If the booked arrangement cannot be taken, Mountain Hotels will accept a replacement person who must take over the existing booking under the same conditions. Mountain Hotels must be informed of the substitute person in good time and before arrival. The original guest remains the contractual partner and is liable to Mountain Hotels.

4.3 Cancellation in the event of force majeure

In the event of force majeure such as political unrest, strikes, disasters, etc., cancellation by Mountain Hotels may be made at short notice for safety reasons. In such cases, the guest will be refunded the amount paid in the form of a voucher or, in the case of online bookings and payment by credit card, in the form of a card credit refund.

4.4 Disturbances and operational restrictions

Disruptions such as noise and/or operational restrictions do not entitle the guest to any compensation or refund.

5. Obligation to pay compensation and liability.

Claims must be made in writing to Mountain Hotels immediately, or at the latest within 2 weeks of departure.

Mountain Hotels shall not be liable to the guest if the non-fulfilment or insufficient fulfilment of the contract is due to the guest's negligence, unforeseeable and unavoidable failures of a third parties or to force majeure.

6. Usage of the hotel rooms

The guest shall use and treat the hotel room with the utmost care. It may only be used or occupied by the number of persons (including children booked) specified in the contract. The guest is not permitted to give hotel rooms rented from Mountain Hotels to third parties for their use.

The guest is liable for any damage unless he/she can prove that such damage was caused through no fault of his/her own (or that of co-users). Damage must be reported immediately to Mountain Hotels.

7. Extract from the GTC of Davos Klosters Bergbahnen AG (ref: terms and conditions of ski passes)

Refunds due to illness or accident will be accepted for ski passes of 3 days or more on the basis of a doctor's certificate, provided the ticket has not been used since the date of the illness/accident (point 3.1). In the event of ticket misuse, a surcharge of CHF 250 will be imposed in accordance with Art. 16 of the Federal Transport Act (point 3.3).

Operational restrictions such as wind and weather conditions, avalanche danger or operational disruptions do not entitle the passenger to a refund or compensation (Clause 3.1).

Detailed information on the tariff regulations can be found in the GTC of Davos Klosters Bergbahnen AG.

8. Data protection

The Mountain Hotels undertake to comply with the applicable data protection legislation in the handling and processing all customer data and customer usage data. Customer data will only be used to maximise operational safety or in the interests of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

The guest hereby acknowledges and agrees that Mountain Hotels may use the data in the operation of Davos Klosters Mountains. In cases of joint provision of services in cooperation with third parties, Mountain Hotels is entitled to make customer data available to the third parties concerned to the extent necessary in the interests of providing the services. In addition, the disclosure of customer data to third parties is only permitted with the express consent of the customer. The only exception is if Mountain Hotels is legally obliged to disclose personal data to third parties.

9. Applicable Law and Jurisdiction

Swiss law is exclusively applicable for all contracts concluded with Mountain Hotels and Davos Klosters Bergbahnen AG under these GTC. The exclusive place of jurisdiction for any disputes arising from such contracts is Davos.

Davos, February 2021