



**WALDHUUS**  
DAVOS

## General Terms and Conditions HOTEL WALDHUUS DAVOS

The Hotel Waldhuus Davos 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 Hotel Waldhuus Davos. 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 case of an electronic web booking, the guest agrees to our general terms and conditions. When booking a non-refundable rate, 100% of the amount will be charged to the guest's credit card at the time of booking. In other cases, the information provided by the guest will be used only as a guarantee.

### 3. Price changes

Hotel Waldhuus Davos 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 Hotel Waldhuus Davos. Otherwise, the following costs will be incurred:

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

- Changes / cancellations until 8 days before arrival: Free of charge (deposit already paid will not be refunded).
- Changes / cancellations 7-1 day prior to arrival: 100% of the package price
- No-show or cancellation of the arrangement: 100% of the package price



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## **Package and hotel bookings for groups**

The guidelines according to the separate agreement / contract apply.

In cases of hardship, the cancellation costs will be covered by a cancellation costs insurance, provided that the guest has taken out such an insurance. Notification of the insurance for reimbursement is in the responsibility of the guest.

## **4.2 Providing a substitute person.**

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

## **4.3 Cancellation in the event of force majeure**

In the event of force majeure such as political unrest, strikes, disasters, etc., cancellation by Hotel Waldhuus Davos 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 Hotel Waldhuus Davos immediately, or at the latest within 2 weeks of departure.

The Hotel Waldhuus Davos 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 Hotel Waldhuus Davos 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 Hotel Waldhuus Davos.



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### **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 Hotel Waldhuus Davos 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 Hotel Waldhuus Davos may use the data in the operation of Davos Klosters Mountains. In cases of joint provision of services in cooperation with third parties, Hotel Waldhuus Davos 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 Hotel Waldhuus Davos is legally obliged to disclose personal data to third parties.

### **9. Sweepstakes**

Your personal data provided for participation in our sweepstakes (e-mail address, name, address) will be used by us exclusively to determine a winner, to inform him about the prize and to send prizes. Your data will not be passed on to third parties. The legal basis for the processing of your personal data is contract performance pursuant to Art 6 para 1 lit b DSGVO. There is no legal or contractual obligation to provide the personal data. Failure to provide the data will only result in you not being able to participate in the competition. Your data will be stored for the duration of the competition and - for the processing of any claims for winnings and damages - for a maximum of 3 years thereafter. By entering, you also agree that your name may be published on our website as well as on our public social media channels in case you win.

### **10. Applicable Law and Jurisdiction**

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

Status August 2023