

## General Terms and Conditions of Business

### 1. Scope of applicability

These General Terms and Conditions (hereinafter referred to as GTCs) apply to the provision of accommodation services based on individual guest bookings (hereinafter referred to as reservation) for a maximum of five rooms per booking and the associated services which the Walliserhof Grand Hotel & Spa, or Décorations SA (hereinafter referred to as Walliserhof), provides to guests. They are an integral part of every reservation. Should these GTCs contradict the contractual conditions of a guest or client, these GTCs shall take precedence.

### 2. Concluding a contract

Guests receive a written reservation confirmation (usually by email) after they have made a reservation. A contract with the guest comes into effect only after this written reservation confirmation from the Walliserhof is sent to the guest.

### 3. Services, payments, and prices

3.1 The Walliserhof shall provide the services which have been ordered by the guest and which have been confirmed in writing by the Walliserhof. In the absence of a written agreement to the contrary, the guest does not acquire the right to be provided with a specific room within a room category. The guest undertakes to pay the agreed price, or the price usually charged by the hotel for the hotel room and other services or goods. This also applies to goods and services purchased by guests/visitors of the guest (including ancillary services such as consumption, telephone calls, etc.). All prices are quoted in Swiss Francs (CHF) and include statutory value added tax (MWST). The room prices quoted do not include the cantonal spa taxes which are collected at the destination.

3.2 In order to reserve a room and check in, guests must have reached the age of majority (18 years or older) and produce a valid ID document. All individual room reservations are subject to the payment conditions of the tariff program which has been booked by the guest and confirmed by the Walliserhof. The Walliserhof reserves the right to make price adjustments.

If at the time of booking the guest does not provide a valid method of payment, the hotel has the right to cancel the reservation without warning up to the date of arrival.

3.3 Insofar as and if no advance payment is requested by the Walliserhof, the full amount of the goods and services used shall be liable for payment upon the guest's departure, at the latest. Payment can be made by credit card (MasterCard, VISA, American Express, Diners Club, JCB), debit card (EC/Maestro, Postcard), Twint, or in cash.

3.4 In the event of no-show (guest does not arrive), guests are liable for payment of the full amount shown on the original reservation confirmation.

3.5 Guests who break off their stay earlier than planned will be charged a fee for premature departure. The fee is 100% of the costs of the originally booked and still-remaining period of stay.

3.6 Room reservations for five or more rooms with the same arrival and departure dates are regarded as group reservations and are subject to the general terms and conditions for events and groups.

#### **4. Hotel rooms**

4.1 Guests may access their reserved hotel rooms from 3 p.m. on the agreed arrival day.

4.2 Guests must vacate their hotel rooms by 11:30 a.m. at the latest on the agreed departure day. Late checkout is only possible according to availability and in consultation with the reception at the following conditions:

Up to 1 pm: CHF 25.00

Up to 2 pm: CHF 50.00

Up to 3 pm: CHF 100.00

From 3 pm: 100% of the normal room price (list price)

If the room is not vacated, the hotel reserves the right to claim further damages.

4.3 If the reserved hotel room cannot be provided, the hotel will endeavor to organize accommodation in another hotel of a similar category and quality.

#### **5. Force majeure**

5.1 Neither party shall be deemed to be in breach of contract to the extent that the performance of their respective contractual obligations is prevented or significantly impeded by an event of force majeure. In the context of this provision, the term "force majeure" includes causes and/or events that are not caused by the guest or the Walliserhof or are outside the control of the guest or the Walliserhof, especially: fire, flood, earthquake, strike, explosion, riot, war, terrorism, snowslide/avalanche, pandemic/epidemic, and any decision by the Swiss authorities. Diseases and accidents are exceptions to this.

5.2 If a force majeure situation occurs, the guest is not entitled to claim for damages and/or loss of profit. In this case, the parties agree to postpone the hotel stay to a new date according to the availability of the Walliserhof within 12 months from the date of termination of the force majeure. The terms and conditions of the contract concluded between the parties shall continue to apply unchanged for this alternative date. A withdrawal from the contract is not possible.

5.3 Every party is obligated to inform the other party of the occurrence and the end of a case of force majeure within three days. The period up to which an alternative hotel stay can be offered starts on the day following notification of the end of the case of force majeure.

## **6. Safety provisions**

6.1 Mandatory directives from public authorities as well as the regulations of the Walliserhof, in particular the regulation to keep escape routes clear, observing the smoking ban, etc., must be complied with.

6.2 The guest must ensure that no more persons are granted access to the booked room types than were registered at check-in and are permitted in accordance with the hotel's rules and regulations. The maximum number of persons set by the hotel is binding. The hotel accepts no liability if these provisions are breached.

## **7. Spa**

7.1 The guest is obligated to follow the regulations and etiquette of the spa at all times. The spa etiquette (general terms and conditions) is published on the hotel website [www.walliserhof-saasfee.ch](http://www.walliserhof-saasfee.ch) as well as in other places.

7.2 Cancellations of treatments must be received by the Walliserhof at least 24 hours before the treatment appointment. If a treatment appointment is cancelled less than 24 hours in advance, the guest will be charged the full treatment fee.

7.3 Guests are obligated to inform spa employees or therapists about any medical issues they may have (e.g., high blood pressure, heart problems, pregnancy, allergies, etc.) before the treatment takes place.

## **8. Liability**

8.1 Guests are liable to the Walliserhof for all damages, losses, or other impairments caused by themselves, fellow travelers, visitors, or other third parties. The hotel accepts no liability for theft and damage to property caused by a guest, fellow traveler, visitor, or other third party. All claims for damages by the guest against the hotel are excluded to the extent permitted by law.

8.2 Guests are responsible for the insurance of objects they bring with them. The hotel can demand to see proof of sufficient insurance at any time. The guest is obligated to inform the hotel in good time about the possibility of unusually high damage.

8.3 Messages, mail, and packages for the guest will be handled with due care. The hotel will undertake to deliver, store and – if expressly desired – to forward the above for a fee. With regard to liability, this article shall apply.

8.4 The Walliserhof offers a wake-up service, which awakens the guest with due care. With regard to liability, this article shall apply.

8.5 Damages and/or losses resulting from death, bodily injury, or impairment of health, as well as other direct damages and/or losses, can only be claimed by the guest if these damages have occurred due to a deliberate or grossly negligent breach of duty by the hotel. The hotel expressly excludes any further liability, in particular for mild or moderate negligence or for indirect damage, including loss of profit and compensation for indirect loss and/or damage.

8.6 In the event of defects in the services provided by the Walliserhof, the hotel shall endeavor to remedy the defect as soon as it becomes apparent or as soon as such a defect is reported by a guest. The guest must make the complaint immediately after becoming aware of the defect; otherwise, all liability rights are forfeited. Guests are obligated to take all reasonable measures to remedy the defect and to minimize any potential damage as much as possible.

8.7 Guests are obligated to maintain public order. They are obligated to indemnify the hotel against claims under civil and public law asserted against the hotel by the authorities or third parties and to bear in full any costs incurred by the hotel in this connection (including lost profits, lawyers' fees).

## **9. Applicable law, place of jurisdiction**

Swiss law is exclusively applicable to the contract. The place of performance and place of jurisdiction is Visp. Should individual provisions of these GTCs be ineffective, the validity of the other provisions hereof shall not be affected. In such a situation, the legally ineffective provision shall be replaced by an analogous but effective provision. In case of difficulties of interpretation, the German text is legally valid.

Saas-Fee, March 2021