

GENERAL TERMS AND CONDITIONS OF THE HOTEL WALDHUUS DAVOS

The Hotel Waldhuus Davos is operated by Davos Klosters Bergbahnen AG.

We are very pleased that you are interested in a stay at the Hotel Waldhuus Davos and thank you for your confidence. These General Terms and Conditions apply exclusively to accommodation services. The general terms and conditions of Davos Klosters Bergbahnen AG apply to tickets and other services.

1. Conclusion of the contract

A contract between the guest and the Hotel Waldhuus Davos, Davos Klosters Bergbahnen AG, comes into effect with the receipt of the written, telephone, electronic or personal booking and the delivery of our confirmation. These general terms and conditions are an integral part of this contract. Notifications per E-mail are considered valid.

2. Prices and terms of payment

With an electronic booking via Internet the guest agrees to our terms and conditions. If the rate is non-refundable, 100% of your credit card will be charged after booking. Otherwise we use your information only as a guarantee.

3. Price changes

In the following cases, Hotel Waldhuus Davos may change the advertised prices:

- newly introduced or increased government charges (e.g. value added tax, guest taxes etc.)
- Changes in exchange rates (converted at the daily exchange rate of Davos Klosters Bergbahnen AG)
- misprints that can be clearly explained

4. Cancellations and rebookings

4.1 General terms and conditions

Cancellations or changes of reservations are only valid if they are delivered in writing to the Hotel Waldhuus Davos. The following costs arise:

Package and hotel bookings for individuals (up to 3 DZ/EZ rooms)

Changes / Cancellations until 7 days before arrival:

- Deposit already made will not be refunded.

Changes / Cancellations 7 - 1 day before arrival:

- 100 % of the package price

Non-appearance or cancellation of the arrangement:

- 100 % of the package price

Hotel bookings for groups are subject to the terms of the agreement / contract.

In cases of hardship, the cancellation costs will be covered by a cancellation insurance, if the guest has purchased one.

4.2 Placement of a replacement person

If the booked arrangement can not be fulfilled by the indicated person, the Hotel Waldhuus Davos will accept a substitute person who must take over the existing booking under the same conditions. The replacement person must be announced to Hotel Waldhuus Davos in good time (before arrival). The original guest remains as a contractual partner and is liable to Hotel Waldhuus Davos.

4.3 Cancellation in case of force majeure

In case of force majeure, such as political issues, strikes, catastrophes, etc., Hotel Waldhuus Davos may cancel the reservation at a short notice for security reasons. In such cases, the guest will be refunded the amount paid in in the form of a voucher or, in the case of online bookings, in the form of a credit card when paying by credit card.

4.4 Disturbances and operational restrictions

Disruptions such as noise and/or operational restrictions do not entitle the user to compensation or reimbursement.

5. Liability for damages and liability

The claims must be asserted immediately, at the latest within 2 weeks after return, in writing to the Hotel Waldhuus Davos.

The Hotel Waldhuus Davos is not liable to the guest if the non-fulfilment or improper fulfilment of the contract can be attributed to the guest's negligence, to unforeseeable and unavoidable negligence of third parties or to force majeure.

6. Use of the hotel rooms

The hotel room must be used and treated with care by the guest. It may only be used or occupied by the number of persons (including children) specified in the confirmation. The guest is not permitted to rent hotel rooms in the Hotel Waldhuus Davos for use by third parties.

The guest is liable for any damage, unless he can prove that this was caused without his fault (or the fault of other users). Damages must be reported immediately to the Hotel Waldhuus Davos.

7. Excerpt of the general terms and conditions of Davos Klosters Bergbahnen AG (concerning terms and conditions for ski passes)

Refunds due to illness or accident will be accepted for ski passes from 3 days on based on medical confirmation, provided that the ticket is unused from the date of the illness / accident (item 3.1) In the event of ticket misuse, a surcharge of CHF 250 will be levied, based on Art. 16 of the Swiss Federal Transport Act (item 3.3).

Operational restrictions such as wind and weather conditions, avalanche danger or operational disruptions do not entitle the holder to a refund or compensation (section 4.1).

Detailed information on the tariff provisions can be found in the General Terms and Conditions of Davos Klosters Bergbahnen AG.

8. Data protection

Hotel Waldhuus Davos undertakes to observe the applicable data protection legislation when handling and processing all customer data and customer usage data. Customer data is only used to maximise operational safety or in the interest of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

The guest hereby acknowledges and agrees that the Hotel Waldhuus Davos is entitled, in cases of joint provision of services in cooperation with third parties, to make customer data accessible to the relevant third parties to the extent that this is necessary in the interest of providing the services. Otherwise, the passing on of customer data to third parties is only permitted with the express consent of the customer. An exception applies only if the Hotel Waldhuus Davos is legally obliged to pass on personal data to third parties.

9. Applicable law and place of jurisdiction

All contracts concluded under these GTC with Hotel Waldhuus Davos, Davos Klosters Bergbahnen AG, are subject exclusively to Swiss law. The exclusive place of jurisdiction for any disputes arising from such contracts is Davos.