

## TERMS AND CONDITIONS

These Terms and Conditions regulate the legal relationship between you as a guest and Posthotel Valbella.

### 1. CONCLUSION OF CONTRACT

The contract takes effect upon receipt of a confirmation of the reservation signed by the guest, receipt of a deposit, or through an internet-based booking system, i.e. via our homepage.

If the guest completing the booking is registering additional guests, they are liable for the additional guests' fulfilment of their obligations.

### 2. SERVICES

The specific services performed by Posthotel Valbella are based on the reservation confirmation. If the guest wants to book services not offered directly by the hotel, the hotel is merely operating as an intermediary. These services are charged for independently.

### 3. PRICES AND PAYMENT OBLIGATION

The prices arise from the confirmation in accordance with the price list. Please note that we work with daily rates, meaning that prices are based on availability.

The hotel is entitled to ask for a deposit of 30-60% of the total sum to conclude the contract for group reservations or special occasions, primarily during the peak season. For room prices based on the non-refundable rate, we will charge your credit card with 100% of the price at the time of your definitive booking.

The deposit is credited to the price owed to the hotel with regard to possible cancellation costs.



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In addition to a deposit, the hotel may also demand a credit card guarantee and a signature. Credit card data only serve to secure your reservation. Final payment is made on site after further consultation with the guest.

The deposit must be paid at the latest 30 days before arrival. This time frame may vary depending on the season. If the deposit is not paid on time, the hotel may terminate the contract after a short grace period of 5 days has passed without payment and may demand the cancellation fees mentioned under no. 4.

The final invoice must be paid upon check-out in Swiss franc or with an accepted credit card (Master, Visa, American Express, Maestro).

Invoices from Posthotel Valbella are due within 10 days of the invoice date without deduction.

#### 4. CHANGES, CANCELLATIONS, AND NO-SHOWS

##### Changes and cancellations of bookings:

To calculate a timely cancellation or change to your booking, the hotel must receive written notification and then confirm the change or cancellation.

##### Cancellations of internet-based bookings:

Cancellations via internet-based booking systems are only legally valid if these were carried out through the booking system in accordance with the cancellation conditions and accepted by the hotel.

If the customer withdraws from the contract, the following cancellation costs arise subject to the type of booking:



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### Summer Standard Cancellation Conditions

Free up to 7 days before arrival	
6-3 days before arrival	50% of the total price
2-0 days before arrival	80% of the total price
No-show	100% of the total price

### Winter Standard Cancellation Conditions

Free up to 15 days before arrival	
14-8 days before arrival	30% of the total price
7-3 days before arrival	50% of the total price
2-0 days before arrival	80% of the total price
No-show	100% of the total price



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### Christmas & New Year's Eve Cancellation Conditions

Free up to 30 days before arrival	
29-15 days before arrival	40% of the total price
14-8 days before arrival	60% of the total price
7-0 days before arrival	80% of the total price
No-show	100% of the total price



Please note that different cancellation conditions apply for package deals. These can be viewed with every booking or on request on the reservation confirmation.

### 5. CHECK-IN AND CHECK-OUT

The rooms will be available from 3:00 pm on the day of arrival. On the day of departure, the rooms must be vacated by 12:00 am. Late check-out will incur a charge of up to 50% of the room price. If check-out is delayed past 6:00 pm, the full room price will be charged.

Guests are not entitled to a certain room, unless otherwise arranged.

The rooms may only be used for the agreed purpose of accommodation. The hotel has the right to terminate the contract with immediate effect if the contract has been concluded with false or misleading information or the room is not used in a contractual manner.

## 6. LIABILITY OF THE HOTEL

The hotel is liable for items brought by the guests in accordance with legal regulations. The hotel does not assume liability for slight negligence.

Under no legal title does the hotel assume liability for services for which it has merely acted as an intermediary for the guest (number 3 para. 3).

Should the guest suffer harm or be unsatisfied with the hotel's services, they must immediately inform the hotel of this; otherwise they will no longer be able to make a claim. All claims against the hotel lapse within 6 months after completion of the contract.

Non-contractual liability is based on legal regulations; limitation of liability and exclusions of liability in accordance with these Terms and Conditions remain reserved.

## 7. DATA PROTECTION

All data transmitted by a customer are only passed on as far as it is necessary for a booking. Data will not be shared for other purposes. The hotel follows the legal data protection regulations when collecting data.



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## 8. APPLICABLE LAW / PLACE OF JURISDICTION

Exclusively Swiss law is applicable to reservation agreements including the Terms and Conditions and any additional agreements. Graubünden is the exclusive place of jurisdiction for all differences arising from the Terms and Conditions at hand.

## 9. FINAL CLAUSE

Prices are subject to change at any time.

Changes to these Terms and Condition must be made in written form.

Valbella, November 2019



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