

AGB's

1. SCOPE OF APPLICATION

These General Terms and Conditions ("GTC") apply to Hotel Les Amis and Guesthouse Berggeist, located in Saas-Fee, for the provision of hotel rooms for the accommodation of customers, as well as all other services rendered and deliveries made by the hotel in this connection.

The general terms and conditions of the customer shall not apply.

The GTC are also provided in French and English. In case of deviations, the German version shall be deemed authoritative.

2. CONCLUSION OF THE CONTRACT

A single reservation is valid without a left guarantee until the expiry of the free cancellation period. With a room guarantee, your reservation remains valid after the free cancellation period. The following are valid as guarantees for a room reservation:

- Credit card (Visa, American Express, Mastercard)
- Advance payment of 50% by bank transfer
- Written guarantee of a company registered in the Commercial Register, with its registered office in Switzerland.

For group reservations (4 rooms or more), other cancellation deadlines may apply, as well as advance payment may be required.

For offers, the acceptance period stated in the offer applies. After the expiration of the acceptance period for the reservation offer, the rooms can be returned to the sale. In case of a new request, the new offer may contain deviations from the first offer.

3. SERVICES AND PRICES

The customer does not acquire the right to the provision of certain rooms. However, Hotel Les Amis undertakes to provide rooms of the reserved category. If, for unforeseen reasons, a room of the same value as reserved is not available upon arrival, accommodation will be provided in a room of the next higher category. In the event that no room is available in the hotel, Hotel Les Amis will arrange for at least equivalent accommodation in another hotel.

The customer is obliged to pay the applicable or agreed prices of Hotel Les Amis for the provision of the room and other services used by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.

4. ROOM HANDOVER AND RETURN

Booked rooms are available to the customer from 15.00 on the agreed day of arrival. The customer has no right to earlier room occupancy.

On the agreed day of departure, the rooms must be vacated and made available to Hotel Les Amis by 11:00 a.m. at the latest. Thereafter, Hotel Les Amis may charge 50% of the full accommodation price (list price) due to the late vacating of the room for its use in excess of the contract until 2:00 p.m., and 100% from 2:00 p.m. onwards.

5. PAYMENT

Invoices of Hotel Les Amis without due date are payable within 20 days from receipt of the invoice without deduction. Hotel Les Amis is entitled to call in accrued receivables at any time and to demand immediate payment.

Hotel Les Amis is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates will be announced with the offer.

In case of «no show» or a late cancellation, the Hotel Les Amis reserves the right to debit the entire invoice amount from the guarantee credit card.

If the customer is resident abroad, Hotel Les Amis reserves the right to debit the entire invoice amount from the guarantee credit card. Any exchange rate differences or bank charges will be borne by the customer.

6. CANCELLATION CONDITIONS

6.1 Cancellation conditions for individual reservations

Individual reservations are normally considered definite when the offer of Hotel Les Amis has been confirmed. In the event of a cancellation at short notice after the cancellation deadline, an overnight stay may be charged at 100%.

Cancellation conditions may vary depending on the offer. However, for certain rates, special conditions apply that make cancellation no longer possible. However, unless otherwise stated, the following conditions apply to individual reservations:

- Up to 7 days before arrival free of charge, after that 100% of the service will be charged.

Up to 21 days before arrival free of charge during swiss school holidays over christmas/new year

6.2 Cancellation conditions for groups (from 4 rooms)

The cancellation conditions for group reservations depend on the group size and are regulated separately.



6.3 Travel insurance

Under no circumstances will Hotel Les Amis cancel rooms free of charge after expiry of the cancellation deadline.

The guest has the option of taking out travel insurance via the website.

7. WITHDRAWAL HOTEL LES AMIS

If an agreed advance payment or guarantee is not made even after a reasonable grace period set by Hotel Les Amis has expired, Hotel Les Amis is entitled to withdraw from the contract.

Furthermore, Hotel Les Amis shall be entitled to withdraw from the contract extraordinarily for factually justified reasons, for example in case of

- force majeure or other circumstances beyond the control of Hotel Les Amis make it impossible to fulfill the contract

- rooms are booked under misleading or false information of essential facts, e.g. in the person of the customer or the purpose of the stay

- Hotel Les Amis has reasonable grounds to believe that the use of the hotel service may jeopardize the smooth operation of the business, the safety or the reputation of Hotel Les Amis in public, without this being attributable to the control or organizational sphere of Hotel Les Amis.

In the event of justified withdrawal by Hotel Les Amis, the customer shall not be entitled to any compensation.

8. BOOKINGS VIA TOUR OPERATORS

In the case of bookings made through a tour operator, the tour operator's general terms and conditions shall apply.

9. CHILDREN PRICES

Upon request, a baby crib can be provided free of charge for children up to 3 years of age. Children up to their sixth birthday stay free of charge in their parents' bed. From the age of 6 until the 12th birthday, children stay in an extra bed for an additional charge of CHF 20 per night. From the age of 12 the surcharge for the extra bed is CHF 30.- per night.



10. LIABILITY / DUTY OF CARE

The hotel room is to be used by the customer with the utmost care. The customer is responsible for any damage caused. Hotel Les Amis declines any liability for theft, etc. and in relation to services provided by third parties. In addition, Hotel Les Amis is only liable for intentional or grossly negligent contractual or non-contractual direct damage. Any further liability is excluded.

11 FINAL PROVISIONS

In addition to the GTC, further provisions and booking conditions may apply, which take precedence over the GTC. Changes or additions to the accepted offer or these GTC should be made in writing. Unilateral changes or additions by the customer are invalid.

The place of performance and payment is the registered office of Hotel Les Amis.