

General Terms and Conditions of Business (T&Cs) for Activities Booked Online

Davos Destinations-Organisation (Cooperative), Talstrasse 41, 7270 Davos Platz (hereinafter referred to as "**Destination Davos Klosters**") offers services proffered by providers of indoor and outdoor activities (hereinafter referred to as "Service providers") in its holiday shop. Destination Davos Klosters acts in this respect **in the name of and on behalf of the respective service provider**, without it being a contractual party in relation to the activity booked and/or being the service provider for the activity booked.

All information about the service providers and their services has been compiled in situ with the greatest possible care. Destination Davos Klosters assumes no liability for changes that have occurred without the knowledge of Destination Davos Klosters after publication of the relevant information, nor for possible errors arising in the referral of the information.

Booking process; contractual relationship between the service provider and guest

Following reservation of the requested activity, guests will immediately receive notification of the reservation and a request for payment. The booking is definite once payment has been made. Following receipt of payment, guests will receive a booking confirmation and vouchers (payment vouchers) entitling them to the services booked. The vouchers need to be printed off and the guests need to hand them over together with an identity document (identity card, passport etc.) to the service provider.

The successful booking of an activity in the Destination Davos Klosters holiday shop **constitutes a contractual relationship between the respective service provider and the guests**, the content of which is based on the **contractual terms and conditions of the respective service provider**.

Prices

The prices in CHF given in the reservation notification and booking confirmation are binding. If the service provider is subject to VAT, then the stated price will include VAT. The service provider expressly reserves the right to adjust the price in the event of extraordinary circumstances for reasons outside the influence of the service provider and Destination Davos Klosters (e.g. currency fluctuations, recently introduced taxes and charges etc.)

Cancellation of the activity

The price paid for a booked activity can only be refunded if an activity has to be cancelled by the service provider in its entirety or affecting only certain guests before it is due to take place caused by one of the following events:

- Proven capacity constraints on the part of the service provider;
- Force majeure events (e.g. weather conditions) and other events that endanger the safety of the participants;
- Failure to reach the required minimum number for an activity to take place;
- Bankruptcy or permanent stoppage of the service provider's activities due to another cause.

Destination Davos Klosters will refund the guests in the event of advance cancellation due to one of the aforementioned events at the price paid at the time of booking of the activity in the name of and on behalf of the service provider. No further claims can be accepted.

Premature termination of activities

With regard to activities prematurely terminated, there will be no refund of the price paid by the guests nor can claims for damages be made to Destination Davos Klosters regardless of the reason for the termination.

Cancellation and no show

The following charges will be made in the event of the cancellation of the booked services by the guests:

- up to 3 days before the date of the activity: no charge
- 3 to 0 days before the date of the activity: 100% of the booking amount
- "non-refundable rates" (NR RATE); there is no refund of the booking price regardless of the date and time of cancellation by the guest.
- No refund will be made in all cases of non-appearance by the guests ("no shows") or advance cancellation by the guests.

Taking out a cancellation insurance policy is the responsibility of the guests. Destination Davos Klosters does not offer any cancellation insurance.

Complaints

Any complaints relating to activities booked in the Destination Davos Klosters holiday shop must be exclusively and directly made to the service provider, taking into account any deadlines specified in the respective service provider's Terms and Conditions of Business.

Complaints relating to the referral activity provided by Destination Davos Klosters must be directed immediately, in writing to Destination Davos Klosters and at latest within 72 hours after recourse to the referral service. If no complaint is made within this period, guests will forfeit all claims to Destination Davos Klosters.

Liability

Destination Davos Klosters is solely liable for damages caused by grossly negligent or fraudulently caused poor or non-fulfilment of its referral activity. Otherwise, any liability by Destination Davos Klosters relating to its referral activity is expressly ruled out.

Destination Davos Klosters accepts no liability for material and personal damage and other damage to assets in conjunction with the activities booked by guests and its organisation and/or execution by the service provider. In particular, Destination Davos Klosters rules out any liability for damages, which arises as a result of cancellation by the service provider or by poor organisation and/or execution of activities, regardless of whether these damages are caused by the service provider, his auxiliary personnel or by third parties. Any claims for compensation from Destination Davos Klosters will be ruled out.

Data protection

The following [Data protection regulations](#) apply to guests' data, which is transmitted to Destination Davos Klosters as part of its referral activity.

Applicable law; Place of jurisdiction

Swiss Law applies to the relationship between Destination Davos Klosters and the guests, with the exclusion of conflicting legal provisions.

The exclusive place of jurisdiction for any disputes arising from or in connection with these conditions and the referral work provided by Destination Davos Klosters to the guests will be the town of **Davos**.