

TERMS AND CONDITIONS

The following booking conditions rule the legal relationships between the traveller and the reservation centre of Association Touristique Porte des Alpes (hereafter referred to as “booking centre” or “PDA”).

1. Conclusion of the contract and services provided

The contract between the client and the booking centre is concluded by the unconditional acceptance of the booking. These booking conditions are valid for all participants to the journey.

The services provided are as described on internet and in the booking confirmation. The number of persons specified in the contract must in any cases be respected (otherwise the contract can be terminated without compensation).

2. Payment & cancellation policy

The following payment and cancellation policies applies:

2.1 Hotel & B&B bookings

The payment of the reservation is due on site directly to the service provider. The booking is only possible with a valid credit card which is required as a guarantee.

Any modification or cancellation must be notified to PDA. The service provider's cancellation and payment policy indicated on the booking document applies.

Any reservation cancelled after the deadlines, as well as no-show, are subject to charges. The service provider has the right to charge the credit card according to the established cancellation policy.

For reservations subject to special conditions (non-refundable rates, last-minute rates, etc.) the hotel may charge the credit card without notice at the time of booking.

Please note that no further information such as voucher or confirmation of receipt of the amount will be sent. The booking confirmation serves as travel document.

2.2 Holiday apartment bookings

The payment of the reservation is made directly to PDA by credit card or other online payment. A payment on invoice is possible on request and only for reservations by phone.

Any modification or cancellation must be notified to PDA. The following cancellation policy applies:

In case of cancellation up to 45 days before the arrival date, no charge.

In case of cancellation up to 30 days before the arrival date, 50% of the total amount of the reservation. In case of late cancellation or no-show, the total amount of the reservation.

2.3 Package bookings

The packages are set up by PDA with local service providers.

The payment of the reservation is made directly to PDA by credit card or other online payment. A payment on invoice is possible on request and only for reservations by phone.

Any modification or cancellation must be notified to PDA. The cancellation and payment policy of the package indicated on the booking confirmation applies.

The amount paid includes all the services included in the package. Any additional services must be paid directly to the service provider up departure.

ASSOCIATION TOURISTIQUE PORTE DES ALPES

Avenue Centrale 140 | CP 100 | 1884 Villars-sur-Ollon

Tél. +41 (0)24 495 32 32

reservation@villars.ch | www.villars-diablerets.ch

2.4 Activity/experience/ticketing/tourism product bookings

The total amount of the booking of one or more tourist product(s) is to be paid to PDA directly upon reservation by credit card or other online payment.

Any modification or cancellation must be notified to PDA. The cancellation and payment policy of the products indicated on the booking confirmation applies.

3. Late arrival, early departure

The client is responsible for his arrival. No refund is granted in case of late arrival due to personal reasons or disruptions and delays in private and public traffic and transport (including railroads, planes, etc.). The entire amount is also due in case of early departure.

4. Modification by PDA

Before the conclusion of the contract, the services and prices offered may be subject to change. After the conclusion of the contract, PDA may modify the services and suggest a replacement before and during the stay in case of unpredictable and unavoidable circumstances.

Prices may be adjusted up to three weeks before the beginning of the stay if taxes, charges, tourist taxes or transport costs are increased or brought in.

In case of absolute necessity, natural disasters or other reasons making it impossible or threatening to fulfil the contract, the booking center may terminate the contract and pay back the services not provided (any claim for damages is excluded).

5 Claims

If defects should be noticed upon entering the premises or occur afterwards, if the customer should suffer prejudice or have any other reason to complain, the service provider (owner) must be informed immediately. PDA can under no circumstances be held responsible.

If the customer wishes to claim a price reduction or compensation, the claim must be notified in written to the service provider within 3 weeks of the end of the contractual stay. Without an immediate complaint during the stay and in case of a notification after the deadlines, all rights will be prescribed.

6. Responsibility of the booking centre

In case of applicable laws or agreements restricting or excluding liability, PDA assumes liability only within the framework of such laws or agreements.

PDA does not assume any liability, in particular for damage caused by customers, their companions or third parties, in case of force majeure or in other unpredictable or unavoidable circumstances despite all due diligence. Liability for loss, theft or damage to valuables such as precious items, jewellery, cash, credit cards, furs, cameras and video cameras, telecommunications devices, etc. is expressly excluded.

The legal terms apply for extra-contractual liability, unless this booking policy foresees other limitations or exclusions of liability.

7. Responsibility of the customer

The customer is responsible for cautious use of the rented object. The customer is responsible for damages caused by himself or those accompanying him. The service provider can claim damages even after restitution of the object.

8. Applicable law and jurisdiction

Swiss law is applicable to the legal relationship between the customer and PDA.

The invalidity of some of the contract clauses does not lead to the invalidity of the entire contract. Exclusive legal venue in case of disagreement: Aigle (Canton of Vaud).

Villars, 18.09.2019