

I. Scope

- These Terms and Conditions cover agreements on the booking of hotel rooms for lodging purposes as well as all other products and services provided by Hotel de la Poste (hereinafter to be referred to as the "hotel").
- Any subletting or further letting of rented rooms as well as their use for non accommodation purposes require the prior written approval of the hotel.
- These Terms and Conditions shall only be applicable if they have been the subject of an express prior written agreement.

II. Conclusion of agreement

- An agreement comes about through the acceptance of the customer's booking request sent by electronic confirmation by the hotel to the customer. The hotel is free to confirm the booking in writing.
- The parties to the agreement are the hotel and the customer. If a third party has booked on the customer's behalf, then the third party together with the customer shall be jointly and severally liable towards the hotel for all obligations arising from or in connection with their stay at the hotel.

III. Services, prices, payment and offset

- The hotel shall provide the rooms booked by the customer and perform the agreed services.
- The customer undertakes to pay the prices of the hotel that are applicable or which have been agreed for the renting of the rooms and for any further services used by the customer. The same applies to any of the hotel's services and expenses for third parties, where such services have been requested by the customer.
- The agreed prices are payable in Swiss francs and are inclusive of value added tax at the statutory rate applicable at the time.
- Prices may be changed by the hotel if the customer subsequently requests changes to the number of booked rooms, to the service of the hotel, the category of the booked room(s) and/or to the length of stay of the guests and if the changes have been agreed by the hotel.
- Each booking must be guaranteed by means of a valid credit card. The customer undertakes to make an advance payment of 50% (for hotel rooms) or 100% (for the Skiers lodge) of the invoice total immediately upon a definitive booking/conclusion of an agreement. The remaining amount is paid upon arrival. Additional terms of payment and cancellation might be possible depending on the size of the group, subject to prior written consent of the hotel. For bunk bed rooms in Skiers lodge further conditions apply as per booking confirmation.
- Invoicing shall only be conducted after the stay or event if a specific prior written agreement has been concluded concerning terms of payment. Such invoices shall become payable upon receipt. The hotel is entitled at any time to specify that outstanding debts should become due immediately and to request immediate payment. If the customer fails to pay by the due date, then the hotel is entitled to charge 5% p.a. interest in arrears.
- No invoices will be sent abroad.
- The customer may only offset or reduce claims of the hotel against customer's claims if the latter have been approved by the hotel in writing or if such claims have been granted to the customer through a non-appealable decision by a court of law.

IV. Customer's withdrawal from contract, cancellation/no-show

- To cancel his or her agreement with the hotel without incurring charges, the customer shall require the hotel's written approval. If no such approval is provided, the price specified in the agreement shall become payable even if the customer does not use the room and/or services specified in the agreement. This provision does not apply if the hotel has violated an essential contractual duty in such a way that the customer can no longer be reasonably expected to continue under the agreement or if the customer is entitled to some other statutory or contractual right of cancellation.
- If a date has been agreed for free cancellation between the hotel and the customer for the agreement, then the customer may cancel the agreement until that date without giving rise to payment or damage claims on the part of the hotel. The customer's right of cancellation lapses if he or she does not exercise this right towards the hotel in writing by the agreed date.
- If the customer is subject to a late cancellation or no-show charge, it is up to the hotel to request the contractually agreed payment, less a flat rate for the deduction of saved expenses. In such a case the customer shall pay 100% of the contractually agreed price for accommodation with or without breakfast and 90% for additional services unless otherwise agreed in writing by the hotel. The customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

V. Withdrawal by the hotel

- If the parties have agreed on a customer's free right of cancellation by a certain date, then the hotel, in turn, shall be entitled to cancel the agreement during this period if it receives booking requests from other customers for the contractually booked rooms and if the customer does not waive his or her right of cancellation when asked by the hotel.
- If the customer fails to make an advance payment that has been either agreed or requested under clause III sub clause 5, then the hotel shall be entitled to cancel the agreement. In such a case the customer shall make the same payment to the hotel as if he/she had cancelled the agreement under clause IV.
- The hotel is entitled to withdraw from the agreement with immediate effect if it is not or no longer reasonable for the hotel to start, continue or fully execute the contractual relationship for justified reasons, including but not limited to:
 - If the fulfilment of the agreement is rendered impossible by force majeure or by other circumstances not within the responsibility of the hotel;
 - If the booking of rooms was accompanied by misleading or incorrect statements of important facts, e.g. concerning the customer as a person or the purpose of the stay; in such a case the customer shall make the same payment to the hotel as if he/she had cancelled the agreement under clause IV.

- If the hotel has justified reasons to assume that use of the hotel service may jeopardise the smooth running of the hotel's operations, its safety or its public image in cases where this is not within the hotel's power of control or organisational remit. In such a case the customer shall make the same payment to the hotel as if he/she had cancelled the agreement under clause IV.
- If a violation of clause I sub clause 2 has occurred. In such a case the customer shall make the same payment to the hotel as if he/she had cancelled the agreement under clause IV.

- If the hotel cancels the agreement for a justified reason, then the customer shall not be entitled to receive damage compensation.

VI. Provision, hand-over and return of rooms (arrival and departure)

- Unless otherwise agreed, the customer acquires no claim to the provision of specific rooms.
- The hotel room and the items, appliances and facilities provided may be used exclusively for their intended purpose. The hotel refuses liability for damage and bodily injury caused by the misuse of the items, appliances and facilities. It will also be deemed misuse if more people than anticipated or registered use the rented hotel room(s).
- Booked rooms shall be made available to the customer from 4.00 pm on the agreed date of arrival. Unless approved in advanced and in writing by the hotel, the customer is not entitled to any earlier provision of rooms.
- On the agreed date of departure rooms shall be vacated and made available to the hotel by 10.30 am. Thereupon the hotel may charge 50% of the full accommodation price (daily rate) until 6pm and 100% of this price after 6pm for the late vacation of the rooms and for use of the rooms in excess of the period specified in the agreement.
- This shall not entitle the customer to contractual claims. The customer is free to prove that the hotel incurred no claim or a substantially lower claim for a usage fee.

VII. Liability of the hotel

- In principle, the hotel is only liable to the customer for wilful or grossly negligent damage inflicted on the latter, which has occurred as a direct consequence of the hotel's failure to fulfil its contractual obligations or of materially inadequate performance. In any case, the sum of the damages is limited to a maximum of the cost of the stay booked by the customer or actually paid upon their departure (excl. VAT).
- In the event of disruption to or a lack of hotel services, the hotel will make every effort to remedy the situation upon knowledge thereof or upon receiving a timely complaint from the customer. The customer shall make every reasonable effort to remedy the disruption and to minimise possible damage, and shall inform the hotel immediately of all disruption or damage.
- In the event of the loss or damage of items brought onto the premises, the hotel is likewise only liable for wilful intent and gross negligence. If the hotel is liable for third parties, it is likewise only liable in the event of gross negligence on the part of the third party; the hotel's liability is excluded if the third party intentionally causes loss or damage.
- The liability of the hotel is expressly limited to the sum of the hotel's liability insurance coverage, particularly also in the case of third-party and consequential losses. Any further liability is expressly waived. Liability for valuables and cash is only accepted if these were surrendered to reception in return for a receipt. The hotel is not liable for loss or damage that arises as a result of force majeure.
- All liability claims will be forfeited without compensation if the customer fails to immediately inform the hotel in writing upon obtaining knowledge of loss, destruction or damage.
- In the absence of wilful intent or gross negligence, the hotel is not liable for the loss or damage of the customer's parked or manoeuvred vehicles and their contents on the hotel grounds.

VIII. Final provisions, applicable law

- Changes or amendments to the agreement, to the acceptance of a booking request or to these Terms and Conditions are only valid if they are made in writing. Unilateral changes and amendments are invalid.
- The place of performance and payment shall be the hotel's place of business.
- The contractual agreement between the customer and Hotel de la Poste / Verbier Nord SA is exclusively subject to Swiss substantive law, with the exclusion of all provisions of the Federal Act on International Private Law.
- Any dispute arising out or in connection with the agreement between the customer and the hotel shall be submitted exclusively to the ordinary court of Martigny, Switzerland.
- Customers residing abroad or customers without permanent residence or with unknown domicile hereby declare that they wish to submit to enforcement proceedings in Switzerland within the meaning of Art. 50(2) of the Swiss Debt Collection and Bankruptcy Act and, in favour of Hotel de la Poste / Verbier Nord SA, choose La Tzoumaz as their special domicile for the fulfilment of all obligations arising from or in connection with the present accommodation agreement.
- Customers residing abroad and customers without permanent residence or with unknown domicile agree that any court and/or enforcement documents intended for them from the Martigny judicial or enforcement authorities, including instruments and decisions, may be sent to the hotel address with legally binding effect.