

---

## General terms and conditions

---

Lenk-Simmental Tourismus AG (hereinafter referred to as "LST") arranges hotel accommodation, holiday homes and holiday apartments, experiences, rental material, tickets, etc. and acts solely as an intermediary between the guest and the landlord/third party provider.

### **Contract for hotel, bed & breakfast and holiday home bookings, tickets, experiences and rental material**

The reservation confirmation issued by LST shall also be deemed to be a contract. The guest accepts the booking and contract conditions when making the booking. Only Swiss francs are accepted by LST as the payment currency; any bank charges shall be borne by the guest. LST confirms the booking in writing in the name and for the account of the respective lessor/third party supplier. The rental properties may be occupied by no more than the number of persons listed on the contract. The house rules in the corresponding rental property must be observed.

### **Scope package trip**

A package tour is deemed to exist if the transportation is offered together with the accommodation or another tourist service offered by LST as a package at the duration of at least 24 hours or includes an overnight stay.

### **Terms of Payment**

*For hotel bookings – Payment at the Hotel:*

- The credit card data will be recorded as a guarantee for the booking. There will be no charge by LST. Payment is made at the hotel.

*For holiday chalets and holiday apartments:*

- Booking less than 60 days prior to arrival: the credit card will be charged immediately with the full amount.
- Booking more than 60 days prior to arrival: payment by invoice or by credit card
  - o Payment by invoice: a deposit of 30% of the full amount plus cancellation coverage (optional) is payable within 10 days. The remaining amount is payable up to 30 days prior to arrival. Any bank charges are to be paid by the guest.
  - o Payment by credit card: the credit card will be charged immediately for the full amount.

*For reservations of packages:*

- For package tours, the full amount is always due for payment, payable within 14 days of the invoice date.
- For last minute bookings (less than 15 days prior to arrival) the full amount will be charged to the credit card.
- Prices are in Swiss francs incl. VAT and the statutory visitor's tax.
  - o Payment by invoice: a deposit of 30% of the total rent plus cancellation cost protection (optional) payable within 10 days. Final payment payable up to 30 days before the arrival. Any bank charges are to be borne by the guest
  - o Payment by credit card: the total amount of the booking will be charged immediately.

*For reservations of attractions, rental material, tickets etc.:*

- The total amount of the booking will be charged to the credit card immediately.

### **Cancellation of the rental agreement**

*For hotel bookings:*

- o The hotel's cancellation conditions apply
- o In the event of a non-arrival for the booked service, we reserve the right, in consultation with the hotel, to charge the guest up to 100% of the total booking amount.

*For holiday chalets and holiday apartments:*

If the tenant withdraws from the rental contract, a cancellation fee of CHF 50.00 is due. Furthermore, the following provisions apply:

- More than 29 days prior to arrival, 0% of the full booking amount becomes due
- 28-15 days prior to arrival, 50% of the full booking amount becomes due
- 14-1 days prior to arrival, 80% of the full booking amount becomes due
- On the arrival day or no-show, 100% of the full booking amount becomes due

If the room/apartment can be re-let following a cancellation, LST is obliged to refund the full amount paid by the guest/client minus an administration fee of CHF 50.00. The refund will not be made until the booked period has ended.

*For reservations of attractions, rental material, tickets etc.:*

- o The cancellation conditions as well as the general terms and conditions of the respective third party provider apply.
- o In the event of a non-arrival for the booked service, we reserve the right, in consultation with the third-party provider, to charge the guest up to 100% of the total booking amount.

The cancellation conditions as well as the general terms and conditions of the respective third party provider apply.

*Early departure, cancellation (no-show):*

- In the event of early departure or cancellation (no-show), the full amount remains due. There will be no refund for services not rendered.

## **Complaints**

If there are demonstrable defects that cannot be remedied locally, LST must be notified immediately so that everything can be done to remedy these defects. LST can only respond to complaints that are reported within a period of 72 hours after the start of the tenancy. If the guest/tenant does not accept the booked accommodation or the alternative proposed by LST, no refund will be made by LST or the landlord. Claims for damages shall in no case exceed the amount of the total rent. The place of jurisdiction for any disputes arising from this the place of jurisdiction for any disputes arising from this contract shall be the Bernese Oberland Regional Court in Thun.

## **Deposit**

In the case of experiences, rentals, rental equipment, the landlord, provider or third party provider may require a deposit when handing over the equipment, which is noted in the service description and in the voucher. The deposit is to be paid in cash and in Swiss francs. It serves to secure claims for damages and the costs for increased expenditure. The deposit will be refunded when the material is returned, provided that no damage or additional expenditure has been caused by the guest.

## **Unforeseeable circumstances / Force Majeure**

The hotels, bed & breakfasts, holiday home rentals, group homes and providers of all other activities reserve the right to make changes to services or to cancel services if force majeure, natural events, unforeseeable and unavoidable events, official orders (pandemic, epidemic, electricity availability...) etc. make this necessary. In all cases, LST is entitled to cancel bookings / tickets / activities without compensation. If reasons prevent the provision of the service, the hosts / third party providers are requested to provide adequate substitute services. If substitute services are not possible, the provider may terminate the contract / service and any amounts already paid shall be refunded. Further claims are excluded. If the guest refuses an adequate substitute service, the amount paid will not be refunded and the guest waives any further claims.

## **Liability**

*Liability of the guest and fellow travellers:*

- The guest and fellow travellers must use the holiday flat, hotel room, rental items etc. with care and observe the house rules. Should the guest or fellow travellers cause damage through their own fault, this must be paid for in full. Any damage must be reported to the service provider immediately, at the latest by the departure.

LST shall be liable for handling the on-site reservation. LST does not accept liability for unforeseen circumstances beyond its control such as:

- Breakdown of water or electricity supply, or the failure of any infrastructure such as heating systems, lifts, swimming pools etc.
- Environmental damage, temporary noise pollution from traffic diversions or construction sites etc.
- Accident insurance is the responsibility of the guest / tenant in all cases.

All data at the disposal of LST relating to such hotel/holiday accommodation has been provided by the owner/landlord. LST shall not be liable for changes which may have been made without its knowledge. All information and descriptions about the hotel or rental property are based on the information provided by the owners or lessors.

**LST declines any liability in this respect.**

## **Programme alterations package trip**

Due to unforeseeable circumstances, the itinerary may be subject to change. In this case, LST will make every effort to find an equivalent replacement or other suitable solution.

In the event of force majeure (natural disasters, etc.), official orders (pandemic, epidemic, electricity availability, etc.), technical defects, etc., LST may cancel the package tour. If the trip is cancelled by LST before the start of the trip, the price already paid will be refunded.

## **Liability package trip**

LST shall be liable for personal injury resulting from death, bodily injury or illness of the guest if this is attributable to gross negligence and wilful conduct on the part of LST or the commissioned service provider.

In the event of damage to property, LST shall be liable for its own fault up to a maximum of twice the price of the package tour. LST shall not be liable for damage caused by the fault of the consumer, unforeseeable or unavoidable fault of third parties who do not provide services as part of the package tour, force majeure, or events which were unforeseeable or unavoidable despite all due care on the part of LST. LST accepts no liability if the cancellation is due to force majeure or an official order (pandemic, epidemic, power availability...).

## **Data protection**

The guest gives his consent that the personal data collected during the booking, mediation, and processing of the mediated contracts may be stored and processed with the aid of automated systems in the performance of these services and transmitted to the third parties responsible for the provision of these services, in particular the service providers. The protection and the correct processing of your personal data is of great concern to LST. The published data protection declaration applies in addition to these GTCs.

**Booking conditions for the AlpKultur® Gift Shop***Delivery:*

- LST delivers throughout Switzerland and, by arrangement, also abroad. The shipping costs within Switzerland are included in the price on a pro-rata basis. When shipping abroad, the actual postage costs will be charged.

*Retention of title:*

- LST retains ownership of the goods until the purchase price has been paid in full.

*Prices and terms of payment:*

- Prices are in Swiss francs and include VAT. For online orders, payment on account is also possible. The full amount is payable within 14 days of the invoice date.

*Right of return:*

- There is no right of return, except for faulty and damaged items. The buyer is obliged to return these within 10 days. The confirmation must be enclosed so that LST can credit the returns immediately.

*Damages:*

- Claims for damages due to errors in illustrations, prices, and texts or due to late and non-delivery remain excluded.

*Data protection:*

- The data necessary for the business transaction will be used within the framework of the order processing. All personal data will be treated confidentially. Please also read our data protection declaration.

**Legally the German version of this condition sheet is valid.**

These booking conditions are subject to change.

Lenk, September 2022

**LENK-SIMMENTAL TOURISMUS AG**