

## **GENERAL TERMS AND CONDITIONS OF SALE**

Sierre-Anniviers Marketing, hereafter referred to as “SAM”, operates solely as an intermediary between the service provider and the customer booking accommodation (hotel, B&B or holiday apartment) or activities, equipment hire or tickets supplied by third-party service providers.

### **1. Rental/hire/purchase contract**

The contract between the service provider and the customer is concluded by acceptance of the booking/order. The customer/tenant accepts the booking terms and conditions and contractual conditions with immediate effect. SAM confirms the booking/order in writing in the name of and on behalf of the hotel, B&B, apartment owner or third-party service provider as applicable. The booking confirmation serves as a rental/hire/purchase contract.

### **2. Definition of package tour**

The booking constitutes a package tour when transport as well as accommodation or another tourism service is offered by SAM for a lump-sum price, for a duration of at least 24 hours or where at least one overnight stay is included.

### **3. Payment terms**

The Swiss franc is the only currency accepted by SAM.

For bookings of holiday apartments, hotel and B&B rooms, activities, equipment hire and ticket orders:

- The total amount of the booking or order is debited in accordance with the service provider’s general terms and conditions.

For package tour bookings:

- In the case of a package tour, payment in advance of the tour cost is due on conclusion of the contract.

Prices are in Swiss francs and include VAT and visitor tax. The total amount of the booking is debited immediately from the customer's credit card.

#### **4. Cancellation of rental/hire contract by the customer**

SAM acts in the name of and on behalf of the service provider. The terms and conditions of cancellation of each service provider apply.

SAM recommends that customers/tenants take out an insurance policy to cover cancellation charges in the event of illness, accident, death, or fire and natural hazards.

For bookings of activities and equipment hire and for ticket orders, the terms and conditions of cancellation and general terms and conditions of the third-party service providers concerned apply. The right of revocation or termination at no cost is not applicable to tourism services where the date of supply of services is agreed or where the services can be fulfilled within an agreed timeframe.

#### **5. Complaints regarding accommodation**

If deficiencies are identified at the rented accommodation and cannot be rectified in situ, the customer is required to contact the service provider directly so that the service provider may take the necessary steps to rectify the situation.

If the customer/tenant accepts neither the accommodation booked nor the alternative accommodation offered by the service provider, no refund will be made.

#### **6. Force majeure regarding accommodation**

For cases of force majeure, the service provider is entitled to cancel the booking without making compensation. If other reasons outside the control of the service provider prevent the successful completion of the contract, SAM or the service provider may rehouse the customer or tenant in another hotel, B&B or holiday apartment or may terminate the contract. In the case of contract termination under these circumstances, the sum paid will be refunded to the customer or tenant, who will waive all further entitlements.

## **7. Liability regarding accommodation**

SAM is liable for the booking but is not liable for unforeseeable events such as:

- interruption or disruption of water or electricity supply, functioning of the heating system or lift, or use of the swimming pool;
- reduction in the quality of the accommodation rented following damage caused by water or temporary increase in noise level (traffic diversion, roadworks, etc.).

All information concerning rented accommodation is based on information received by the accommodation owner or landlord. SAM accepts no liability for any changes that have occurred of which it has not been notified. The tenant shall be liable for any damage caused by the tenant. The tenant must inform the service provider before their departure of any damage caused. The tenant must be covered by their own third-party liability insurance policy.

## **8. Changes to the programme of a package tour and to activities booked**

The programme of a tour or activity may be subject to change following unforeseeable circumstances. In this case, the service provider shall make every effort to replace it with equivalent services or offer an appropriate solution. In the case of an event of force majeure (natural disaster, etc.), governmental measures, technical problems, etc., the service provider may take the decision to cancel the tour or activity. The service provider's terms and conditions of cancellation shall apply.

## **9. Professional liability for package tours**

SAM is liable for personal injury, death or illness if these are the fault of SAM. In the case of damage to property which is the fault of SAM, SAM will accept liability up to twice the price of the package tour unless the damage was caused deliberately or as a result of negligence. SAM declines all other liability, including but not limited to damage caused indirectly and/or subsequently. SAM declines liability for services supplied by third-party service providers. SAM refers to the terms and conditions of liability of third-party service providers. Customers are required to organise their own personal insurance cover (including accident and illness cover).

## **10. Data protection**

SAM observes the legal provisions relating to data protection, including where applicable the European Union's General Data Protection Regulation. Data sent to SAM will be processed in compliance with these provisions and where applicable sent to the service provider and/or key holder in order to fulfil the contract correctly. All personal data is treated confidentially. The legal notices displayed at [www.valdanniviers.ch/www.sierretourisme.ch](http://www.valdanniviers.ch/www.sierretourisme.ch) apply as supplementary provisions.

## **11. Applicable law and place of jurisdiction**

Swiss law is applicable to these general terms and conditions in their entirety. The place of jurisdiction is the registered office of SAM, namely Sierre.

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