

General Terms and Conditions Resort La Ginabelle Zermatt

1. Basics

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer/organiser, hereinafter referred to as the guest, and the Hotel La Ginabelle mit Kinderclub Pumuckel, Thomas Abgottspon, hereinafter referred to as the hotel. For the sake of simplicity, the term contract is always used in these GTC, regardless of the service. The terms and conditions of the hotel valid at the time of conclusion of the contract shall apply exclusively. The guest's general terms and conditions shall only apply if this has been expressly agreed in writing before the contract is signed. Should individual provisions of these GTC be ineffective or invalid, this shall not affect the validity of the contract and the remaining GTC provisions. In all other respects, the statutory provisions shall apply.

2. Place of jurisdiction / Applicable law

The place of jurisdiction for any disputes arising from this contract is Zermatt or Visp in the Canton of Valais, unless another legally binding place of jurisdiction exists. Swiss law shall apply exclusively to all contractual and reservation agreements, any additional agreements and general terms and conditions. The place of fulfilment and payment is the registered address of the hotel.

3. Subject matter of the contract / scope of application

The contract for the rental of rooms, seminar rooms, areas and the purchase of other goods and services is concluded with the written confirmation of the guest or by implication. Amendments to the contract shall only become binding for the hotel upon written confirmation. Unilateral amendments or additions to the contract by the guest are invalid. The subletting and re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.

4. Scope of services

The scope of the contract is determined by the individual reservation made and confirmed by the guest. Subject to other contractual agreements, the guest is not entitled to a specific room. If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must inform the guest in good time and offer an equivalent replacement in the village of Zermatt in a comparable or higher category. Any additional expenses for the replacement accommodation shall be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately refund any payments already made by the guest (e.g. deposits). The guest shall have no further claims if the substitute accommodation was of equal value.

5. Period of use

Unless otherwise agreed, the guest has the right to use the rented rooms from 3.00 p.m. on the agreed day of arrival until 11.00 a.m. on the day of departure. In the event that the guest leaves the room late, the hotel reserves the right to remove the guest's belongings from the room and store them in a suitable place in the hotel.

6. Prices / Payment obligation

The prices communicated by the hotel are in Swiss francs (CHF) and include statutory VAT. The guest is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and the other services used by him. This also applies to orders placed by his companions and visitors. Any increase in statutory charges after conclusion of the contract shall be borne by the guest. Prices quoted in foreign currencies are approximate and will be charged at the current exchange rate. The prices confirmed by the hotel are valid. Prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the number of persons, the hotel's services or the length of the guest's stay. In the event of significant errors in price information, the hotel reserves the right to make an adjustment and refers to the current price list.

To guarantee the reservation, the hotel requires an advance payment equal to half of the booking amount. The deposit must be paid within seven days. The final invoice shall include the agreed price plus any additional amounts incurred as a result of additional services provided by the hotel for the guest and/or accompanying persons. Unless otherwise agreed, the final invoice must be paid no later than check-out on the day of departure.

7. Cancellation by the hotel

The hotel is entitled to withdraw from the contract at any time for objectively justified reasons by means of an immediate unilateral and written declaration with immediate effect: Objectively justified reasons include, for example:

- an agreed advance payment or security deposit is not made during the period set by the hotel;
- force majeure or other circumstances for which the hotel is not responsible and which make fulfilment of the contract objectively impossible;
- rooms that are booked or used under misleading or false information, e.g. in the person of the guest or the purpose of use or stay;
- the hotel has reasonable grounds to believe that the utilisation of the agreed services may impair the smooth running of the business, the safety of other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or unsuccessful seizure) or has stopped making payments;
- the purpose or reason for the stay is illegal.

In the event of cancellation by the hotel for the aforementioned reasons, the guest shall not be entitled to any compensation and the compensation for the booked services shall in principle remain owed.

8. Cancellation of the reservation / cancellation fees

Cancellation of the reservation requires the written consent of the hotel. If this is not given, the agreed price must be paid even if the guest does not make use of contractual services. If the guest does not show up ("no-show"), the stay will be charged in accordance with the cancellation conditions. Decisive for the calculation of the cancellation fees is the receipt of the guest's written cancellation by the hotel. This applies to letters as well as fax and e-mail messages. If the guest withdraws from the contract without an approved cancellation, or if certain reserved services are changed or cancelled, the hotel may charge the following cancellation fees.

9. Early departure

If the guest departs early, the hotel is entitled to charge 100% of the total booked services.

10. Extension of the stay

Unless otherwise agreed, the guest is not entitled to an extension of his/her stay. If the guest is unable to leave the hotel on the day of departure due to unforeseeable exceptional circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) and all departure options are blocked or unusable, the contract shall be automatically extended at the previous conditions for the duration of the impossibility of departure.

11. Stay / Key

The hotel room is reserved exclusively for the registered guest. The transfer of the room to a third party or its use by an additional person requires the written authorisation of the hotel. By concluding a contract, the guest acquires the right to the customary use of the rented rooms and the hotel's facilities by all booked persons, which are usually accessible to guests for use without special conditions. The guest must exercise his rights in accordance with any hotel and/or guest guidelines (house rules). The room key provided by the hotel remains the property of the hotel. The loss of the key must be reported immediately to reception.

12. Actions, utilisation and liability

a) Hotel

The hotel limits its liability to the guest to the extent permitted by law for slight and medium negligence and is only liable for damage caused intentionally or by gross negligence. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy the situation upon immediate notification by the guest. If the guest fails to notify the hotel of a defect in reasonable time, the guest shall not be entitled to a reduction of the contractually agreed remuneration. The hotel is liable for the property brought in by guests up to the amount of CHF 5,000. Items which the guest keeps in his hotel room and the safe provided for this purpose are considered to have been brought in. The hotel is not liable for slight or medium negligence. If valuables (jewellery etc.), cash or securities are not handed over to the hotel for safekeeping, the hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables are always kept in the room safe or in the safe at reception. If any damage is not reported to the hotel as soon as it is discovered, the guest's claims shall be forfeited. The hotel is not liable under any legal title for services which it has merely arranged for the guest. The hotel accepts no liability for theft of or damage to material brought in by third parties.

b) Guest

The guest is liable to the hotel for all damage and losses caused by him, his companions or assistants or event participants, without the hotel having to prove fault on the part of the guest. The guest is responsible for the correct use and proper return of all technical aids / equipment provided by the hotel or procured on its behalf via third parties, and is liable for damage and loss. The guest is liable to third parties for services and expenses incurred by the hotel.

c) Third party

If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the ordering party for all obligations arising from the contract. Irrespective of this, each customer is obliged to pass on all information relevant to the booking, in particular these General Terms and Conditions, to the guest.

13. Pets

We kindly ask you not to take your pets with you on holiday.

14. Medical care / Swimming pool / WiFi / Smoking

a) Medical care

The Zermatt doctors and Air Zermatt are available for medical emergencies. As the doctors are all located in the village and must be on site for emergencies, no home visits are made. The nearest hospital is in Visp (45 minutes by car from Zermatt). The hotel has a well-stocked medicine cabinet for first aid. The hotel accepts no liability.

b) Swimming pool

As there is no pool supervision, use of the entire wellness area is expressly at your own risk. Parents are responsible for the supervision of children. The hotel accepts no liability.

c) Internet

To access the Internet, guests must obtain login details at reception. This service is free of charge for all guests. Guests are responsible for the use of their login details. They are liable for misuse and illegal behaviour when using the Internet.

d) Smoking

Smoking is only permitted throughout the hotel in appropriately designated areas/rooms.

15. Lost property

Lost property will be kept during the current season. The guest bears the costs and risk of subsequent shipment.

16. Further regulations

If the guest requests services that are not provided by the hotel itself, the hotel acts merely as an agent. The statutory limitation periods shall apply. Insofar as these can be amended, an absolute limitation period of 6 months after departure shall apply to claims for damages by the guest. Advertisements in the media (such as newspapers, radio, television, Internet) with reference to events at the hotel, with or without the use of the unchanged company logo, require the prior written consent of the hotel. Comments on review platforms (such as Tripadvisor or Google) about the hotel's services that damage its reputation or are defamatory, which are provably untrue and can be refuted by the hotel, will be reported to the relevant authorities. The hotel reserves the right to claim damages and compensation.

17. Accepted means of payment

Cash, Visa, Mastercard, American Express, China Union Pay, EDC Maestro, Postcard and V-Pay.

Bank details

Raiffeisenbank Mischabel-Matterhorn (CHF)

IBAN Nr.: CH88 8080 8001 8355 2069 3

SWIFT Code: RAIFCH22496

Resort La Ginabelle

3920 Zermatt

VR Bank Heilbronn Schwäbisch Hall eG (€uro)

Konto Nr.: 311 001 009

Bankleitzahl: 622 901 10

IBAN: DE09 6229 0110 0311 0010 09

BIC: GENODES1SHA

Thomas Abgottspon

Impressum

Hotel La Ginabelle mit Kinderclub Pumuckel, Thomas Abgottspon

Vispastrasse 52

CH-3920 Zermatt

Tel.: +41 27 966 50 00

Fax: +41 27 966 50 10

E-Mail: info@la.ginabelle.ch

Internet: www.la.ginabelle.ch

Geschäftsführer: Thomas Abgottspon