

## Terms and Conditions

### Hotel La Tgoma AG – General Terms and Conditions

These general contract requirements govern the legal relationship between you, the guest, and the Hotel La Tgoma AG.

#### 1. Conclusion of contract

The contract comes into effect with the receipt of the signed contract reservation confirmation, a deposit or via an internet-based booking system, i.e. via our homepage. If the booking guest reports further guests, he shall be liable for the fulfilment of their obligations.

#### 2. Services

The specific services provided by Hotel La Tgoma AG are determined by the reservation confirmation. If the guest requests services which are not rendered by the hotel itself, then the hotel acts solely as an intermediary. These services are billed separately.

#### 3. Price and duty of payment

Prices are quoted in the confirmation or on the price list. Please note that we operate with rates which are updated on a daily basis. Prices are determined by availability as part of this process.

The hotel is entitled to request a deposit. Room prices based on the non-refundable rate are charged in full to the credit card when the final booking is made. The deposit is deducted from the hotel price owed or from any cancellation costs.

In addition to a deposit, the hotel may also request a credit card guarantee and a signature. Credit card information is only used to secure the reservation. The final payment is made on site after further consultation with the guest.

The deposit must be paid 30 days before arrival. This time period may vary depending on the season. If a deposit is not paid on time, the hotel may terminate the contract following expiry of a short extension of 5 days without payment, and demand payment of cancellation costs specified under Clause 4.

The final bill must be paid when checking out in Swiss francs or using an accepted credit card (Mastercard, Visa, Postcard, Maestro). Invoices from the Hotel La Tgoma are due for payment without deductions within 10 days of the invoice date.



#### 4. Changes, cancellations and no shows

**Changes to and cancellations of bookings:** Receipt of written notification by the hotel and subsequent confirmation from the hotel are essential for the billing of a cancellation which is made on time or for changing a booking.

**Cancellations of Internet based bookings:** Cancellations using Internet-based booking systems are only legally effective if these have been cancelled via the booking system in compliance with the cancellation conditions and have been accepted by the hotel.

If the customer rescinds the contract, the following cancellation costs must be paid depending on the type of booking:

#### Summer standard cancellation conditions

Up to 7 days before arrival	no charge
6 - 3 days before arrival	50% of the total cost
2 - 0 days before arrival	100% of the total cost

#### Winter: standard cancellation conditions

Up to 15 days before arrival	no charge
14-8 days before arrival	50% of the total cost
7-3 days before arrival	80% of the total cost
2 to 0 days before arrival	100% of the total cost

#### Cancellation conditions for Christmas and New Year

Up to 30 days before arrival	no charge
29 to 15 days before arrival	50% of the total cost
14 to 8 days before arrival	80% of the total cost
7 to 0 days before arrival	100% of the total cost

Please note that for package and group bookings (4 rooms and more) other Cancellation conditions apply. With every booking or inquiry these are on the Confirmation of reservation visible.

#### 5. Check-in and vacating rooms

Rooms are available from 2 pm on the day of arrival. Rooms must be vacated by 11 am on the day of departure. If rooms are vacated late, up to 50% of the room price is charged, if the room is not returned until after 6 pm, the full room price is charged.

The guest is not entitled to a specific room subject to another agreement having been made. Rooms must only be used for the agreed purpose of overnight accommodation. The hotel is entitled to terminate the contract without notice if the contract has been concluded based on misleading or false information or if the room is not used in accordance with the contract.



## 6. Liability of the hotel

The hotel is liable for items brought in by the guests in accordance with the statutory provisions. The hotel is not liable for slight negligence.

The hotel is not liable under any legal title for services which it has provided for the guest acting solely in the capacity of an intermediary (Clause 3(3)).

If the guest is harmed or is not satisfied with the hotel services, the guest must report this immediately to the hotel otherwise he or she is no longer able to assert any rights. All claims against the hotel expire within 6 months of the end of the contract.

The non-contractual liability complies with the statutory provisions. This does not affect further limitations of liability or exemptions from liability in accordance with these General Terms and Conditions.

## 7. Data Protection

Any data forwarded by a customer is only passed on to the extent required for a booking. It is not passed on for other purposes. The statutory data protection regulations are also complied with when collecting data.

## 8. Applicable law / place of jurisdiction

Swiss law applies exclusively to all reservation agreements together with general provisions and any additional agreements as well as to contracts concluded on the basis of these. The exclusive place of jurisdiction for all disagreements resulting from these Terms and Conditions is Grisons.

**9. Final provisions Prices are subject to change at any time.** Changes of these general terms and conditions must be in writing.

Lenzerheide, June 2020

