



## GENERAL TERMS AND CONDITIONS OF CONTRACT AND TRAVEL GTCT

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We are thrilled that you are interested in spending your vacation in the Zermatt-Matterhorn destination. Please carefully read these General Terms and Conditions of Contract and Travel (GTCT) and observe the applications noted.

### 1. Scope

- 1.1. These GTCT govern the legal relationships between the trip participants and Zermatt Tourism (hereinafter referred to as **ZT**).
- 1.2. These GTCT distinguish between packages and other accommodation/travel services for which ZT is generally only an intermediary and does not act in its own name or for its own account. A package is deemed to exist if at least one additional travel service is offered in addition to the accommodation service for a total price.
- 1.3. In the case of package offers, ZT itself acts in the capacity of contracting party as a matter of principle; exceptions are identified explicitly. In addition to the general provisions in sections 2 and 6, the provisions of section 3. "Package travel and package offers" apply in particular to packages. Different regulations may apply in some cases where Zermatt Apartment Verein organises a package offering. Such variations are explicitly identified in these GTCT.
- 1.4. If ZT acts as an intermediary, this means that ZT has been commissioned and authorised by the service partners to arrange services on their behalf and for their account. Service partners include hotels, holiday let agents, transport companies, event organisers etc. In this case the contract is agreed directly between you and the service partner. ZT is not a party to such a contract. Accordingly, the General Terms and Conditions as well as the cancellation and payment conditions of the respective service partner will take precedence. Insofar as the service partner's own terms and conditions do not contain different provisions, the provisions of section 4 of these GTCT will additionally apply when ZT acts as an intermediary and assumes responsibility for handling payment transactions and cancellation on behalf of the service partner. Likewise, in such cases the provisions of section 6 of the GTCT will apply, subject to any deviating provisions in the terms and conditions of the respective service partner.

### 2. General provisions

- 2.1. ZT is responsible for the sale and technical transmission of reservations to the customer and to the service partner. Proof of correct transmission of the reservation is deemed to have been provided when the transmission log of the reservations system indicates that the transmission has been entered without errors.
- 2.2. ZT processes amendments to or cancellations of reservations that you have made via Zermatt Tourism. Accordingly, ZT must be notified in writing of all amendments or cancellations. In the case of package deals, the provisions of section 3.2 apply in particular to amendments and cancellations.
- 2.3. The prices indicated in Swiss francs in the reservation confirmation are binding. Prices may be adjusted as a result of the introduction of or increase in taxes, duties, transport costs or similar up to 3 weeks before the start of the service. Prices indicated in other currencies (for example calculated using a currency converter) are provided solely for information purposes and are not binding. Invoices will be issued in Swiss francs and must be paid in Swiss francs.



- 2.4. In the case of obviously incorrect reservations owing to a failure of the reservations system, the agreed prices are void. In this case ZT reserves the right to cancel the reservation without compensation.
- 2.5. You are responsible for your own arrival. No reimbursement will be given for delayed arrival resulting from faults and disruption in either public or private transport (including rail and air travel), or resulting from private reasons.
- 2.6. ZT does not offer any travel or cancellation insurance. However, ZT does recommend that you arrange your own travel insurance with cancellation protection.
- 2.7. You will be held fully liable for any damage that you are found to have caused during your stay. All damage must be reported to the service partner or its representative prior to departure.

### **3. Package trips and package deals**

This part of the GTCT applies only to package trips and package deals booked by you that are put together by ZT with local service partners.

#### **3.1. Conclusion of contract and services**

- 3.1.1. The contract between you and ZT is created upon the acceptance of your written or verbal reservation via ZT and is fixed from this point. These GTCT apply to all participants in the trip.
- 3.1.2. The services arise from the description of services in brochures, on the internet and/or the reservation confirmation. The number of persons stipulated in the contract must be respected at all times and cannot be exceeded without the express agreement of ZT. If this is not respected the contract may be cancelled by ZT without compensation.

#### **3.2. Payment terms and cancellation by you**

- 3.2.1. The payment and cancellation terms indicated in the provisions of these GTCT and, if applicable to your reservation, additional provisions in the terms and conditions of the relevant service partners (see section 3.2.3 below) in respect of the package are binding. The right to amend cancellation terms to the benefit of the guest is reserved.
- 3.2.2. Payment for reservations is made directly on completion of the reservation via ZT by credit card, advance payment or other online payment option. Payment against an invoice is only possible in exceptional cases and only on request. When you book a package that is organised by Zermatt Apartment Verein, you will receive a separate link allowing you to purchase your mountain railway ticket at a reduced price in accordance with the applicable offer.
- 3.2.3. When booking a package that includes services from Zermatt Bergbahnen AG, the additional provisions of the general terms and conditions of the relevant service provider as indicated below apply in addition to these GTCT:

- Zermatt Bergbahnen AG: <https://www.matterhornparadise.ch/en/Terms-and-conditions>

In the case of contradictory provisions in these GTCT and the additional provisions of the general terms and conditions of Zermatt Bergbahnen AG, the GTCT take precedence over the general terms and conditions of the service partner.



- 3.2.4. The amount paid covers all services included in the package. Any additional services must be paid for directly to the accommodation provider or other associated service partner. Packages organised by Zermatt Apartment Verein pursuant to section 3.2.2 are excluded from this rule.
- 3.2.5. If you cancel a reservation or wish to make a change, you must notify us of the amendment or cancellation request in writing without delay.
- 3.2.6. If you withdraw from the offer before the start of the service, you will be charged the following amounts as a percentage of the offer, plus a processing fee of CHF 100.00:
- Up to 45 days before the start of the service: no cost
  - 44-30 days before the start of the service: 50% of the total price
  - 29-0 days before the start of the service: 100% of the total price
- The amount charged will depend on the time at which your notification is received. Notifications received on Saturdays, Sundays or public holidays will be deemed to have been received on the next working day.
- 3.2.7. Any no-shows will be treated in the same way as cancellations. In this case, ZT or its service partners have the right to charge the amount owed to your credit card, the details of which were provided to the payment provider as a guarantee when the reservation was made. The total amount remains due in the case of early departure.
- 3.2.8. If you are unable to make use of a booked service, you are permitted to nominate a replacement person who will take on the service at the same conditions. This is subject to the substitute person accepting joint and several liability for the offer price and the service partners involved in your trip accepting this change.
- 3.2.9. If the payment is not made on time, ZT has the right to retain all services, cancel the contract without compensation and issue a bill for all cancellation costs.

### **3.3. Cancellation and amendment of the contract by ZT**

- 3.3.1. In the case of cancellation or amendment of the contract by ZT, ZT will inform you immediately of all substantial contract amendments and notify you of the change to the price. If the increase in price exceeds 10% compared with the original offer price, you have the right to withdraw from the contract without compensation. You have the same rights in the event that ZT is required to cancel the trip for reasons outside of its control (subject to section 3.3.3 below).
- 3.3.2. In the case of a cancellation, you have the right to take an equivalent, inferior (including reimbursement of the price difference) or higher value package tour provided ZT can offer this, or claim back any amounts already paid less costs already incurred by ZT and/or damages for non-fulfilment of the contract.
- 3.3.3. Circumstances that are not within ZT's control/sphere of influence can always arise in relation to holiday travel. If ZT is prevented from fulfilling the service due to reasons of force majeure (e.g. environmental catastrophe, acts of nature, strike, etc.), then ZT is entitled to cancel the booked service. In such a case you have no right to damages or compensation for non-fulfilment of the contract.

### **3.4. Complaints**

- 3.4.1. If the service does not meet the contractual agreement or if you suffer a loss, you have the right and obligation to notify the relevant service partner of this deficiency or loss directly in writing within 24 hours. ZT will undertake best efforts jointly with the service partner to find a suitable solution.



- 3.4.2. If ZT or the service partner cannot offer a suitable solution, you have the right to rectify the deficiency yourself. You must notify ZT of this in writing immediately.
- 3.4.3. In the event that a suitable solution could not be found by the service partner in situ or offered by ZT and the deficiency could not be resolved or could not be sufficiently resolved, a written notification to this effect must be submitted to ZT no more than 10 days following the use of the service. ZT will compensate you for the loss resulting from the non-performance or insufficient performance, whereby the amount of this compensation payment corresponds to the difference between the price of the intended service and that of the service that has been provided.
- 3.4.4. Failure to complain to the service partner in situ or failure to comply with the deadline for written notification to ZT can result in a reduction of any claim for damages against ZT.

### **3.5. Liability**

- 3.5.1. ZT does not accept any liability for services that do not form part of a package. The provisions under section 4.4 apply in this case.
- 3.5.2. With the exception of liability for personal injury, liability for losses due to non-fulfilment or improper fulfilment and for any other losses (e.g. damage to property, financial loss as a consequence of unnecessary expenditure due to travel problems, losses due to spoiled holidays, if they can be compensated at all) is limited to twice the price of the package holiday. In the event of intent or gross negligence, ZT shall be liable in full for the loss suffered.
- 3.5.3. ZT is not liable for unforeseeable circumstances or unforeseeable failures of third parties beyond ZT's control, such as:
- Failures or malfunctions in the supply of water and/or electricity, as well as systems and facilities such as heating, lifts, swimming pools, etc.
  - Reduction in value of service provided due to environmental damage, temporarily elevated noise emissions such as construction sites, noise at night, etc.
- 3.5.4. ZT is not liable if the non-fulfilment or improper fulfilment of the contract is due to force majeure or an event that ZT could not foresee or avert despite all due care, or if the non-fulfilment or improper fulfilment is exclusively due to a failure on your part.
- 3.5.5. If the above or other reasons that are also beyond ZT's control or due to your negligence prevent the performance of the service, ZT will undertake best efforts to find an equivalent replacement or another suitable solution.

## **4. ZT as an intermediary**

If you purchase accommodation, a ski pass, an event offer or other deal individually, your contract is with the relevant service partner and not with ZT. The general terms and conditions of the service partner then apply.

The provisions below will apply unless the general terms and conditions of the service partner stipulate otherwise. In the event of contradictions between the provisions below and the general terms and conditions of the service partner, the general terms and conditions of the service partner will take precedence.

### **4.1. General provisions for offers in which ZT is an intermediary**

- 4.1.1. ZT is responsible for the sale and technical transmission of the bookings to the customer and to the service partners after you have made a reservation via [www.zermatt.swiss/en](http://www.zermatt.swiss/en).



Documentation of correct transmission of the reservation is deemed to have been provided when the transmission log of the reservations system indicates that the transmission has been entered without errors.

- 4.1.2. ZT processes amendments to or cancellations of reservations that you have made via Zermatt Tourism. Accordingly, ZT must be notified in writing of all amendments or cancellations. As ZT's role is limited to that of intermediary, the respective cancellation and payment terms of the service partner whose services you purchased apply.
- 4.1.3. Unless otherwise agreed with the service partner, the prices listed in Swiss francs in the booking confirmation are binding. Prices may be adjusted as a result of the introduction of or increase in taxes, duties, transport costs or similar up to 3 weeks before the start of the service. Prices indicated in other currencies (for example calculated using a currency converter) are provided solely for information purposes and are not binding. Invoices will be issued in Swiss francs and must be paid in Swiss francs unless agreed otherwise with the service partner.
- 4.1.4. In the case of obviously incorrect reservations owing to a failure of the reservations system, the agreed prices are void. In this case ZT reserves the right to cancel the reservation without compensation.

#### **4.2. Bookings for all types of accommodation**

- 4.2.1. Processing and payment for bookings of accommodation that are not part of a package deal are handled directly between you and the service partner. A booking can only be made using valid credit card details, which are requested at the time of booking in the form of a guarantee. The booking confirmation serves as a travel document.
- 4.2.2. The cancellation and payment terms of the service partner indicated in the booking process and booking confirmation are binding. ZT must be notified in writing of all amendments or cancellations.
- 4.2.3. All bookings that are not cancelled within the cancellation terms of the service partner must be paid for. The same applies to no-shows. In such a case, the service partner will charge the credit card details provided during the booking process and indicated on the booking confirmation in accordance with the cancellation and payment terms accepted by you when making the booking.
- 4.2.4. In the case of accommodation bookings that are subject to special conditions (non-refundable prices, last-minute prices, etc.) the service partner may charge the credit card at the time that the booking is made without prior warning.

#### **4.3. Bookings of activities/events/tickets/vouchers/souvenirs/tourism products**

- 4.3.1. The total amount of the booking of one or more tourism products that are not part of a package deal or a package trip must be paid when booking through ZT by credit card, advance payment or other online payment option. Payment against an invoice is only possible in exceptional cases and only on request.
- 4.3.2. ZT must be notified of all amendments or cancellations. The cancellation and payment terms indicated in the booking confirmation for the different products are binding.

#### **4.4. Liability**

ZT's liability is limited to careful provision of the agency service. ZT shall not be liable, on the other hand, for the services and promises of service partners, for whose offers ZT only acts as an agent.



## 5. Privacy policy

- 5.1.1. Your personal data is processed if you complete a booking via [www.zermatt.swiss/en](http://www.zermatt.swiss/en). Zermatt Tourism (ZT) and the relevant service providers are considered independent data controllers in accordance with the applicable data protection law.
- 5.1.2. ZT and the service providers process your personal data in accordance with the applicable data protection law, in particular the Swiss Data Protection Act (DPA) and the EU General Data Protection Regulation (GDPR). The personal data you provide as part of a booking in accordance with these GCTC is always used to complete your booking.
- 5.1.3. More information on how ZT processes your personal data is available in the Zermatt Tourism privacy policy at: [www.zermatt.swiss/en/privacy-policy](http://www.zermatt.swiss/en/privacy-policy).
- 5.1.4. If you make a booking via [www.zermatt.swiss/en](http://www.zermatt.swiss/en), ZT will forward your personal data, in particular your booking data (e.g. event name, service reserved, hotel name, number of adults/children, number of nights of stay, number of rooms, booking price and method, payment method, room category) and contact details (e.g. e-mail, first name, last name, telephone number, address) to the service provider responsible for carrying out your booking, such as the reserved hotel, Zermatt Bergbahnen, so that they can complete the booking. For the service provider to process your data, the privacy policy of the relevant service provider shall apply.

## 6. Applicability of the GTCT and jurisdiction

- 6.1.1. The GTCT are available in German, English and French. In the case of contradictions, the German version will take precedence.
- 6.1.2. These GTCT are governed by Swiss law. The sole place of jurisdiction is agreed to be Visp (Switzerland).

Zermatt, 16 April 2024