

# WEISSE ARENA GRUPPE

## **Arrangement of Accommodation Agreements**

### **Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)**

#### **1. Scope**

Whenever an accommodation agreement (at a hotel) is arranged for you, you accept the WAG GTCs ([link](#)) as well as the STCs for Accommodation.

Any deviations from the STCs for Accommodation and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (on paper or electronically).

#### **2. Customer**

You accept that the accommodation agreement shall be concluded with Mountain Vision AG, Laax (MV), regardless of the WAG Pool member that accepts and/or executes your purchase order.

#### **3. Conclusion of contract**

The accommodation agreement that has been arranged shall enter into effect upon MV's confirmation, provided either on paper or electronically, and your provision of credit or debit card details to guarantee payment.

You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from those published on the internet or in brochures.

The primary contract, i.e. The accommodation agreement arranged for you, is concluded directly between yourself and the relevant hotel or accommodation provider (hereinafter referred to as third party). That party's General Terms and Conditions and also Special Terms and Conditions shall be applicable to this contract.

#### **4. Amendments**

Once the contract has been concluded, the third party may amend its product/service range if amendments appear expedient, for whatever reason. Such amendments do not give rise to a right to cancel the contract or to receive compensation, unless the character of the contractually agreed component has changed substantially.

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## 5. Service components provided by MV

MV shall arrange for the conclusion of an accommodation agreement on behalf of and for the account of the hotel for which it works as an agent. MV merely acts as an agent with collection authority as defined in the Swiss Code of Obligations (OR), articles 418 a ff., aiming to achieve contractual conclusion.

## 6. Prices

You accept the prices and exchange rates applicable at the conclusion of the contract. They are specified in the order confirmation and may differ from the prices published on the internet or in the relevant brochures.

Hotel bookings may be subject to price increases up to 29 days before the beginning of the contract. They must be communicated to you immediately, on paper or electronically.

## 7. Terms of payment

The applicable terms of payment shall be those specified in the confirmation of order. If either nothing or nothing different has been agreed therein, the following provisions shall be applicable:

- a. To guarantee the booking, MV will pass on your credit or debit card details to the booked hotel.
- b. You pay for your stay directly at the hotel, upon your arrival or departure.

## 8. Change or cancellation

If you change or cancel your booking and unless otherwise specified in the confirmation, MV shall charge the following costs to your credit or debit card:

Cancellation period before the start of the trip	Cancellation fee in %	Handling fee
Up to 30 days	Free	CHF 70.00
7 to 29 days	50%	CHF 70.00
0 to 6 days	100%	None

If you change or cancel a group booking (i.e. a group being at least 15 persons) and unless otherwise specified in the confirmation, MV shall charge the following costs to your credit or debit card:

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Cancellation period before the start of the trip	Cancellation fee in %	Handling fee
Up to 60 days	Free	CHF 50.00
30 to 59 days	50%	CHF 70.00
0 to 29 days	100%	None

The relevant date for calculation purposes shall be the receipt of your communication by MV.

The costs specified here shall not become payable if you change the booking within the same hotel, as follows: e.g. change to a higher room category, or extend the accommodation period.

MV will charge no more than the handling fee for each change if you find a person or persons acting as a replacement and entering into your contract.

Rebooking to a different hotel counts as a new contract, resulting in the cancellation of your current contract and incurring the aforementioned fees.

## **9. Liability of MV**

As part of its agency activities, MV is liable to ensure legally and contractually compliant reservations and bookings.

When MV receives payments, it undertakes to pass them on to the relevant accommodation provider.

MV accepts no liability for any transmission errors made by a tour operator. The relevant criterion shall be the terms specified in MV's confirmation. If they differ from the details provided by your tour operator, you must seek compensation from the latter.

## **10. Data protection**

You expressly agree that MV may transmit your data to the third party, enabling the same to carry out its contractual duties. Data privacy is guaranteed. The WAG Privacy Policy has been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral part of these STCs. You expressly declare that you have noted the Privacy Policy and that you have given your consent for the use and processing of data specified therein.

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

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax** .

Laax, 12 Oct. 2018