

## **General Terms & Conditions (GTC) for online bookings «activity»**

Engadin St. Moritz Tourismus procures services of the activity providers on behalf and for account of the respective service provider (hereinafter referred to as “activity provider/s”). All information regarding the activity providers and their services has been compiled by us with the utmost care and accuracy. For changes that are made without our knowledge after printing as well as for possible transmission and printing errors, we assume no liability.

### **Reservations**

After completing the reservation process, the guest receives a reservation notification. Once the payment process has been successful, the guest immediately receives the reservation confirmation as well as the voucher/s (receipt for payment). The voucher/s must be printed by the guest and presented to the activity provider with an official identification document (identity card, passport etc.).

### **Prices**

The prices in CHF as quoted on the reservation confirmation are binding. We reserve the right to adjust prices due to reasons that we cannot influence (e. g. currency fluctuations, newly introduced or increased taxes).

### **Payment**

Credit card payments to the activity provider are collected by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Schweiz («TREKKSOFT»). TREKKSOFT will appear as TREKKSOFT TOUR BOOKING on the credit card statement. The domain that is used for the payment process is owned and operated by TREKKSOFT. Please address any requests regarding credit card payment or chargebacks to support@payyo.ch.

### **Cancellation of a reservation**

For any cancellation of reservations, the GTCs of the respective activity provider apply.

### **Complaints**

The information and data as quoted in the system have been compiled conscientiously and carefully. Any demonstratively present shortcomings have to be immediately reported to Engadin St. Moritz Tourismus if complaints cannot be settled amicably between the service provider and the guest. In those cases, Engadin St. Moritz Tourismus will seek an evaluation of the deficiency in question as well as a satisfactory solution. If the guest does not redeem the voucher (for the booked service or the proposed viable alternative), the amount paid will not be refunded and the guest has no further claims. Engadin St. Moritz Tourismus states explicitly that all claims must be made within 72 hours after receiving the booked service. Furthermore, those claims must be submitted to Engadin St. Moritz Tourismus in writing within 10 days after the end of the stay. Failing this, any claim for compensation will be forfeited. If no agreement can be reached, it is agreed that the court competent to resolve the dispute shall be a court at the seat in St. Moritz, Swiss law is applicable.

### **Force majeure**

Holiday traffic can result in extreme cases that we cannot foresee. If force majeure (environmental disaster, force of nature) prevents Engadin St. Moritz Tourismus from procuring services, Engadin St. Moritz Tourismus can cancel bookings without compensation. If other reasons which also cannot be influenced or foreseen prevent the procurement of services, Engadin St. Moritz Tourismus can alter or cancel bookings and refund already paid amounts for cancelled bookings while no further claims can be made.

### **Liability**

The activity providers disclaim any liability in the event of accidents before, during or after the activities. The responsibility for insurance against accident as well as civil responsibility lies with the participants. The GTCs of the respective activity provider apply. In addition, Engadin St. Moritz Tourismus explicitly declines any liability. Exclusive place of jurisdiction for any disputes arising from or based on these GTCs is St. Moritz.

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St. Moritz, December 2020