

These booking conditions govern the legal relations between the client and Sierre-Anniviers Marketing, « SAM ».

## **1. Hotel reservations**

«SAM» acts on behalf of the provider. The cancellation conditions of each provider apply. These can be obtained on request from the provider. By accepting our terms, the customer confirms that he has informed himself appropriately. Cover for possible costs arising from a cancellation may be charged to the credit card of the customer. In case of no show, the customer also allows the provider to directly debit his credit card.

## **2. Package booking (combined tourism product) and/or purchase of an outside service**

### **2.1. Conclusion of the contract and services**

«SAM» acts on behalf of the provider. The contract between the customer and «SAM» is concluded by the acceptance of the booking without reserve. These booking conditions are valid for all those participating in the trip. The services correspond to their description in the prospectus or on the Internet and to the booking confirmation. The number of people specified in the contract must, in all cases, be respected (the contract may otherwise be terminated without compensation. The conclusion of a cancellation clause is compulsory. If the customer has cancellation insurance when finalizing the booking, he is exempt from the cancellation clause.

### **2.2. Costs and extras**

The prices indicated in Swiss Francs in the contract are final. Payment can be made in Euros, and in this case the exchange rate on the date of booking is applicable. The listed extras are for information only and, consequently, slight modifications may be made to their prices.

### **2.3. Payment conditions**

The following payment conditions apply:

#### **2.3.1. *Payment***

The trip is payable at the latest 30 days before the start of the stay.

#### **2.3.2. *Bookings made at least 30 days before the start of the stay and bookings via the Internet***

The total price of the booking must be paid by credit card.

#### **2.3.3. *Payment by Credit Card***

«SAM» accepts the following credit cards: Visa and Eurocard/Mastercard. The total price of the booking is paid to «SAM» in the days following the booking.

#### **2.3.4. *Bank Account Details***

Sierre-Anniviers Marketing, Banque Cantonale du Valais, CH-3960 Sierre, CCP 19-81-6,  
Clearing 765, SWIFT/BIC BCVSCH2LXXX,  
Account in Swiss francs: 102.156.41.09, IBAN CH14 0076 5001 0215 6410 9  
Account in Euros : 102.156.40.05, IBAN CH09 0076 5001 0215 6400 5

#### **2.3.5. In the case of Non-Payment**

In the case of non-payment by the aforesaid deadlines, «SAM» reserves the right to withhold the services, cancel the contract and claim cancellation fees.

#### **2.4. Cancellation of the Contract by the Customer**

Any contract cancellation by the customer is subject to the cancellation conditions.

#### **2.5. Modification of the Contract by the Customer**

In the case of contract modification by the customer, charges apply.

#### **2.6. Transfer of the Booking by the Customer**

If the customer is prevented from making the trip, he can transfer his booking, after having informed «SAM» a reasonable time before the date of departure, to a person who fulfils all necessary conditions for the trip. This person and the initial customer answer severally in respect to «SAM» for the payment of the price and any additional costs caused by the transfer.

#### **2.7. Late Arrival, Early Departure**

The customer is responsible for his arrival. No refund is made in the case of late arrival due to disruptions and delays in private or public transport (including plane and rail), etc... and personal reason. The full amount is payable in the case of early departure.

#### **2.8. Modifications of the Contract by « SAM »**

The proposed services and prices may be modified before the conclusion of the contract. After its conclusion, «SAM» can modify the services and propose a replacement before and during the stay in the case of unexpected and unavoidable circumstances. In the case of force majeure, natural disasters or for all other reasons making impossible or jeopardising the performance of the contract, «SAM» can terminate the contract against refund of the services not provided (any claim for damages is excluded).

#### **2.9. Complaints**

Any failure in the performance of the contract noted on the spot by the customer must be promptly notified in writing to the service provider concerned and to « SAM ». The latter shall do their utmost to provide appropriate assistance. If the customer wishes to claim the right to a reduction in the price or damages, his complaints must be made in writing to «SAM» within one fortnight of the end of the contractual stay, the date of the postmark being good proof. All rights are time-barred if complaints concerning failures or imperfections are not made immediately during the stay or if notified after the deadlines.

#### **2.10. «SAM» Liability**

«SAM» responsibility concerns the organisation of the stay according to the contract. «SAM» is not responsible for the bad performance of the contract. The customer is solely responsible for the itinerary followed between the stages and any damage or loss resulting from this choice.

«SAM» assumes no liability when the non-performance or imperfect performance of the contract is ascribable to:

- failures of the customer or those accompanying him ;
- unexpected or insurmountable failures ascribable to a third party not involved in the supply of the services specified in the contract ;
- a case of force majeure or an event that «SAM» or the service provider, despite all required diligence, could not foresee or against which they could do nothing.

Liability for damage or theft of objects of value, such as precious objects, jewellery, cash, cheques, credit cards, furs, cameras, video cameras and telecommunication devices, etc., is expressly excluded.

#### **2.11. Customer Liability**

The customer is responsible for careful use of the rented object. The customer is liable for the damage that he causes or caused by those accompanying him. «SAM» can claim for this damage even after the object has been returned

#### **2.12. Applicable Law and Competent Court**

For all matters not covered by this contract, Swiss law applies. The court with jurisdiction for the place where the «SAM» head office is located, that is to say Sierre (Switzerland), is competent.

**GENERAL CONDITIONS FOR PROTECTION AGAINST CANCELLATION COSTS**

of Sierre-Anniviers Marketing (hereinafter « SAM »),  
only valid for hotel reservations.

**Art. 1 Protected People**

Insofar as they participate together in the trip to which this contract refers, the following people are protected:

- the co-contracting party,
- the other people who participate in the trip and are indicated in the contract or the other members of the family (parents, children, parents-in-law and grandparents, insofar as these people live in the same household).

**Art. 2 Cancellation costs**

«SAM» refunds to the protected person the cancellation costs (without the enrolment costs, file processing costs and ski-lift costs), if a booking has to be cancelled for one of the following reasons (reason not existing when the contract was concluded and which could not be foreseen):

- sudden serious illness,
- serious accident,
- death,

of the spouse, a child, parents, parents-in-law or brothers and sisters of a protected person.

The following are considered to be serious:

- illnesses or accidents which, in a doctor's opinion, do not allow the protected person to begin or continue his trip
- illnesses or accidents which affect a person who is not participating in the trip and who requires care by the protected person

«SAM» also refunds the cancellation costs to the protected person in the case of serious damage to the property of an insured person following a fire or natural disaster which requires the person to go to the place of the incident.

In any case, an official certificate must be presented to « SAM ».

The contract is only valid if it has been concluded at the latest at the time of the final booking of the trip.

**Art. 3 Early End of Trip**

If the trip has already started and if it had to be prematurely interrupted for one of the reasons listed under art. 2, «SAM» refunds, on a pro rata basis, the services which have not been consumed, on condition that they are not refunded in another way. If the arrangement includes transport, the return trip is not taken over.

**Art. 4 Cover Limit**

The costs stemming from the following are excluded from the contractual cover:

- illnesses or accidents that had already existed when the contract was concluded
- illnesses whose symptoms that were already recognisable
- illnesses affecting a person over 80 years of age who is not taking part in the trip.

**Art. 5 Contractual Amount**

The total remuneration is limited to the amount indicated in the contract. It must correspond at least to the full price of the arrangement for all people protected. If several people are concerned, the remuneration per person cannot exceed each person's share of the contractual amount.

**Art. 6 Contract Start and End**

The protection against the cancellation costs starts when the service, including the cancellation costs is totally paid. It ends on the last day of the trip indicated in the contract.

**Art. 7 Obligations in the case of an Insured Incident**

When an event listed under art. 2 occurs, the co-contracting party or the beneficiary are bound - under threat of loss of the right in the case of omission - , to immediately inform «SAM» and to give notice in writing within 3 days including a medical certificate or other proof. The beneficiary must release the doctor from professional secrecy upon request by « SAM ».

**Art. 8 Breach of the Contractual Provisions without Fault**

If the co-contracting party or the beneficiary breaches these provisions but if, taking into account the circumstances, the breach is not considered to be wrongful; the penalties specified by these general conditions are not applied.

**Art. 9 Time Barring**

The claims stemming from the contract are time-barred one year after the day on which they have their origin, subject to art. 7 and 8 of these regulations.

**Art. 10 Applicable Law and Competent Court**

For all matters not covered by these regulations, Swiss law applies. The court with jurisdiction for the place where the «SAM» head office is located, that is to say Sierre (Switzerland), is competent.