



**PARSENN**  
RESORT DAVOS

## General Terms and Conditions Parsenn Resort

The Parsenn Resort is a business of Davos Klosters Bergbahnen AG.

These terms and conditions apply exclusively to accommodation services. For matters regarding the mountain railway tickets the GTC of Davos Klosters Bergbahnen AG apply.

### 1. Conclusion of contract

Upon receipt of the written, telephone, electronic or personal booking and the delivery of our booking confirmation, a contract is concluded between the guest and the Parsenn Resort. These general terms and conditions are part of this contract. Communications by e-mail shall be deemed to have been made in writing.

### 2. Prices and terms of payment

For all bookings, whether by telephone, written or online, the guest agrees to the terms and conditions of the Parsenn Resort. In case of a short-term booking (1 to 30 days before arrival), 100% of the amount will be either charged directly to the guest's credit card or an advance payment via bank transfer.

For all other bookings a deposit of 50% of the total amount (by credit card or bank transfer) must be paid. The booking is considered confirmed only with the transfer. The remaining 50% of the total amount must be paid at the latest 30 days before arrival (by credit card or bank transfer). The contract becomes legally valid upon receipt of the deposit. If these conditions are not met, the Parsenn Resort may cancel the booking without notice. Cancellation charges are subject to point 4 below.

In case of booking via e-mail or telephone, the following payment conditions come into force:

- For bookings up to 31 days before arrival 50% deposit immediately, 50% up to 31 days before arrival
- For bookings between 0-31 days before arrival 100% immediately
- Upon arrival at Parsenn Resort, the guest will be asked to leave a deposit of CHF 500.00 (reservation on the credit card).

### 3. Price changes

The Parsenn Resort may alter the advertised prices in the following cases:

- newly introduced or increased government levies (e.g. VAT, guest taxes, etc.)
- changes to rate of exchange (converted according to daily exchange rate of Davos Klosters Bergbahnen AG)
- clearly explainable printing or typing errors



**PARSENN**  
RESORT DAVOS

## 4. Cancellations and rebooking

### 4.1 General Terms

Cancellations or rebooking are only valid if they are made in writing to the Parsenn Resort. Otherwise, the following costs will be incurred:

#### **Package and resort bookings (all categories of apartments):**

- Changes / cancellations up to 31 days before arrival: free of charge, any deposit already paid will be refunded in the form of a voucher or, if paid by credit card, credited in the form of a credit card refund.
- Changes / cancellations 30 - 15 days prior arrival: 50% of the package price
- Changes / cancellations 14 - 1 day prior arrival: 100% of the package price
- No-show or cancellation of the arrangement: 100% of the package price

#### **These cancellation conditions only apply, if the cancelled apartment can't be resold.**

The calculation of the cancellation date will be based on the receipt of the written declaration to the booking office. On Saturdays, Sundays and public holidays, the next working day is decisive. In cases of hardship, the cancellation costs will be covered by cancellation insurance, provided the guest has taken out such insurance. It is the responsibility of the guest to reclaim the costs.

#### **For all groups resort bookings:**

The guidelines according to the separate agreement / contract apply.

In cases of hardship, the cancellation costs will be covered by a cancellation costs insurance, provided that the guest has taken out such an insurance. Notification of the insurance for reimbursement is the responsibility of the guest.

### 4.2 Providing a substitute person

If the booked arrangement cannot be taken, the Parsenn Resort will accept a replacement person who must take over the existing booking under the same conditions. The Parsenn Resort must be informed of the substitute person in good time and before arrival. The original guest remains the contractual partner and is liable to the Parsenn Resort.

### 4.3 Cancellation in the event of force majeure

In the event of force majeure such as political unrest, strikes, disasters, etc., cancellation by the Parsenn Resort may be made at short notice for safety reasons. In such cases, the guest will be refunded the amount paid in the form of a voucher or, in the case of online bookings and payment by credit card, in the form of a card credit refund.



**PARSENN**  
RESORT DAVOS

#### **4.4 Disturbances and operational restrictions**

Disruptions such as noise and/or operational restrictions do not entitle the guest to any compensation or refund.

#### **5. Obligation to pay compensation and liability**

Claims must be made in writing to the Parsenn Resort immediately, or at the latest within 2 weeks of departure. The Parsenn Resort shall not be liable to the guest if the non-fulfilment or insufficient fulfilment of the contract is due to the guest's negligence, unforeseeable and unavoidable failures of a third parties or to force majeure.

#### **6. Usage of the vacation apartment**

The guest shall use and treat the apartment with care. It may only be used or occupied by the number of persons (including children booked) specified in the contract. The guest is not permitted to give apartments rented from the Parsenn Resort to third parties for their use.

The guest is liable for any damage unless he/she can prove that such damage was caused through no fault of his/her own (or that of co-users). Damage must be reported immediately to the Parsenn Resort.

#### **7. Extract from the GTC of Davos Klosters Bergbahnen AG (ref: terms and conditions of ski passes)**

Refunds due to illness or accident will be accepted for ski passes of 3 days or more on the basis of a doctor's certificate, provided the ticket has not been used since the date of the illness/accident (point 3.1). In the event of ticket misuse, a surcharge of CHF 250 will be imposed in accordance with Art. 16 of the Federal Transport Act (point 3.3).

Operational restrictions such as wind and weather conditions, avalanche danger or operational disruptions do not entitle the passenger to a refund or compensation (Clause 3.1).

Detailed information on the tariff regulations can be found in the GTC of Davos Klosters Bergbahnen AG.

#### **8. Data protection**

The Parsenn Resort undertake to comply with the applicable data protection legislation in the handling and processing all customer data and customer usage data. Customer data will only be used to maximise operational safety or in the interests of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

The guest hereby acknowledges and agrees that the Parsenn Resort may use the data in the operation of Davos Klosters Mountains. In cases of joint provision of services in cooperation with third parties, The Parsenn Resort is entitled to make customer data available to the third parties concerned to the extent necessary in the interests of providing the services. In addition, the disclosure of customer data to third parties is only permitted with the express consent of the customer. The only exception is if the Parsenn Resort is legally obliged to disclose personal data to third parties.



**PARSENN**  
RESORT DAVOS

### **9. Sweepstakes**

Your personal data provided for participation in our sweepstakes (e-mail address, name, address) will be used by us exclusively to determine a winner, to inform him about the prize and to send prizes. Your data will not be passed on to third parties. The legal basis for the processing of your personal data is contract performance pursuant to Art 6 para 1 lit b DSGVO. There is no legal or contractual obligation to provide the personal data. Failure to provide the data will only result in you not being able to participate in the competition. Your data will be stored for the duration of the competition and - for the processing of any claims for winnings and damages - for a maximum of 3 years thereafter. By entering, you also agree that your name may be published on our website as well as on our public social media channels in case you win.

### **10. Applicable Law and Jurisdiction**

Swiss law is exclusively applicable for all contracts concluded with the Parsenn Resort and Davos Klosters Bergbahnen AG under these GTC. The exclusive place of jurisdiction for any disputes arising from such contracts is Davos.

Status August 2023