

BOOKING CONDITIONS LÖTSCHENTAL TOURISM

Lötschental Tourism (LT), as information and letting agency, aims to facilitate access to reservations of tourism products in the Lötschental. Lötschental tourism enables potential customers (by phone, in person or electronically via www.loetschental.ch) to book one or more tourist products free of charge.

Lötschental tourism occurs exclusively as a middleman and will not be liable for the accuracy and completeness of the information. If a contract is closed, the contract is directly between the CUSTOMER (C) and the SERVICE PROVIDER (S). By giving the definitive confirmation according to the selected criteria, the customer agrees to the following conditions.

1. Scope

These booking conditions govern the contractual relationship between the customer (C), Lötschental Tourism (LT) and the service provider (S) such as hotels, real estate companies, property owners, cable cars, and other providers of touristic services.

Lötschental tourism is acting solely as agent to publicise services and offers of third parties. All contracts of sold service(s) will be closed directly between the customer and the service provider during the booking process. Lötschental Tourism is not a contracting party and is therefore not liable in any way for the correct booking process and/or sold services/products.

2. Property description and category

The service provider is publishing information regarding its property, rooms, apartments and other payable or free service(s) available at the website www.loetschental.ch. The service provider is required to update its information and assumes full responsibility for the accuracy of the information given at the time of booking. Lötschental Tourism (LT) cannot be held liable in any way for poor and/or erroneous information.

The apartment and bed and breakfast classification is based on a self-declaration, which will be, if necessary reviewed by Lötschental Tourism (LT). Any additional information and descriptions are based on information provided by the service provider.

3. Prices

a) All prices – including special prices and daily rates - are stipulated by contract and apply to all of reservations made by or via Lötschental Tourism (LT).

b) Bookings are made at the best cheapest current daily rate, which is available for the selected journey dates in the system. Last minute, seasonal, weekend or special promotional rates, which are available in the system, are considered in the reservation process. The binding room rates are guaranteed for each reservation made by the service provider. However, if there is a clearly identifiable error in the pricing, the published price is not binding.

c) All prices are calculated per stay, sometimes including, sometimes exclusive catering, which can also vary with regards to weekend prices. The service providers are required to display the total price including any taxes or to list any additional charges that are not included in the price in its terms. The pricing, however, is solely done by the service provider. If violations occur, please contact Lötschental Tourism.

4. Booking

a) Any booking by and via Lötschental Tourism (LT) will be passed on behalf of the customer to the respective service provider.

b) The procurement via Lötschental Tourism is free of charge for the customer. The resale of reserved rooms at Lötschental Tourism is prohibited. In addition, the forwarding of reserved rooms to third parties for higher or lower prices than the Lötschental Tourism (LT) prices is illegal. Also, the transfer or sale of the claim against the service provider is not allowed. In these cases the service provider has the right to cancel the booking, especially if the

customer has given false information about the type of booking or payment, when selling or transferring to a third party.

c) The services included are stated in the terms of reference on the Internet and in the confirmation letter/mail. The number of persons stated in the contract is to be met (otherwise the contract can be terminated without compensation).

d) Immediately after the validation of the booking the customer and the service provider will receive a written confirmation of Lötschental Tourism (LT). The confirmation affirms the services included in the price (i.e. breakfast, bed linen, cleaning charges, etc.). Additional costs for mini-bar, telephone, cable TV, parking, garage, etc., are paid directly to the service provider and are listed in the confirmation.

5. Contracts and payment

a) The customer pays the price confirmed in the confirmation letter/mail on his arrival directly to the service provider. The service provider may require an initial or full payment of the booking (subject to the conditions of the service provider).

b) Rates and Charges: The prices listed in the rental agreement are binding. In some cases, the listed additional charges, which were not included in the price, are only guidelines and can, therefore, be subject to minor amendments. The rental properties shall be occupied by no more than the number of people stated on the contract.

c) The contract is closed directly between the CLIENT and the service provider selected by the client. The room rate confirmed by Lötschental Tourism (LT) is paid by the CUSTOMER, according to the payment conditions of the service provider, directly to the partner (service provider).

d) The reservation is valid only on receipt of booking confirmation.

6. Cancellation and No-Shows

Lötschental tourism occurs exclusively as a mediator (see point 1). The cancellation policies of the individual service providers apply. On request these are available from the service provider. The CUSTOMER acknowledges that she/he has obtained the relevant information in an appropriate manner.

7. Privacy Policy

The data entered by clients are processed electronically by Lötschental Tourism (LT). Personal data is passed only to the extent which is necessary to close a booking. A transfer of data to other purposes than the respective booking does not occur as long as no proper informed consent was given by the CUSTOMER. Moreover data protection regulations are observed during any data collection. Lötschental tourism will not share your information without your consent to third parties or use otherwise.

8. Liability

Lötschental Tourism (LT) is liable for the proper booking site, but not for unforeseen circumstances that cannot be influenced by us, such as:

- failures and disruptions in the water and / or power supply as well as facilities such as heating, lifts, swimming pools, etc.

- reduction of the rental value due to environmental damage, temporary increased noise levels, eg Traffic diversions, road works, nearby building sites etc.

For damages caused during the clients stay proved by the tenant, the tenant must pay in full. The house rules found in the rental properties shall be observed. Any damage must be notified to the owner or his representative before departure. As a direct customer of the service provider, the customer assumes responsibility for any damage to the property.

All information is compiled by Lötschental Tourism (LT) with greatest care. Lötschental Tourismus is not liable for errors occurring during data collection. The links to websites of other companies (third parties) on www.loetschental.ch are provided only for the interest of the user. Lötschental Tourism (LT) has no influence on the contents of the websites of third-parties. Therefore, LT assumes no liability for information being complete, correct and/or up-to-date. Upon notification of any violation Lötschental Tourism (LT) will immediately remove the respective link.

9. Miscellaneous

The use of the Lötschental Tourism website (www.loetschental.ch) and its content is only permitted for individual room queries or bookings. Automated queries are not allowed. We would also like to point out that our data is protected by copyright and, therefore, reproduction (especially by automatic reading / "scraping") is prohibited. The use of our data material (such as particular query results) for the purpose of relaying is strictly prohibited.

10. Jurisdiction

Disputes arising from the application of the booking conditions at hand of Lötschental Tourism (LT) are subject exclusively to Swiss law. Court of jurisdiction is Leuk.

Lötschental Tourism
Lötschental, January 2011

We wish you a pleasant stay in the magic valley!