

General Terms and Conditions (Ts & Cs)

1. Conclusion of contract

The contract comes into force when booking is confirmed by Valsana Hotel & Appartements. Confirmation of booking may be sent by email, post or the online booking platform.

The confirmation of reservation and the General Terms and Conditions form part of the contract.

2. Services

The services offered by Valsana Hotel & Appartements shall be provided with the features and under the conditions specified in the offer.

Valsana Hotel & Appartements expressly reserves the right to amend in any way details in the brochure, performance specifications set out in the brochure or on the internet or elsewhere, as well as price information and price lists.

3. Price

By making a booking, the Hirer accepts the hire cost of the booked property current at that time.

Valsana Hotel & Appartements has the right to increase the price, even after the contract has been concluded, in the event of the introduction of or increase in fees, taxes and duties and transport costs.

Prices quoted are inclusive of value added tax, but exclusive of holiday taxes.

4. Option dates

Option dates are binding on both parties. If the Hirer has provided neither confirmation nor cancellation by the specified option date, Valsana Hotel & Appartements may freely and without consultation dispose of the offered services elsewhere.

5. Terms of payment

A deposit of 30% (special offers 100%) of the accommodation price becomes due when the booking is concluded and must be remitted within 14 days to:

- Graubündner Kantonalbank, 7050 Arosa
- IBAN CH4200774110306899402

The balance may, unless otherwise specified, be paid upon arrival or departure in cash (Swiss Francs or Euros) or by Maestro, Postcard, VISA, Diners or Mastercard.

6. Cancellations / no-shows

Changes to or the cancellation of a booking must be made in writing to Valsana Hotel & Appartements. The receipt by Valsana Hotel & Appartements of the written statement of change or cancellation is crucial to the way in which charges are calculated.

The reservation may be cancelled without cost up to 30 days before the date of arrival. However, this does not apply to the Christmas and New Year period, nor to the high season in February. The weeks to which such exception applies will in each case be published by Valsana Hotel & Appartements on its homepage. The reservation of such weeks may be cancelled without cost up to 45 days before the date of arrival.

Valsana Hotel & Appartements will endeavour to resell any accommodation that has become free due to cancellation, so that any loss resulting from the cancellation may be kept as low as possible. However, Valsana Hotel & Appartements reserves the right to charge 100% should the accommodation not resell. Valsana Hotel & Appartements is under no obligation to provide evidence of its efforts to resell.

To save you unnecessary costs, we are able to offer you travel cancellation insurance through the agent [Allianz Global Assistance](#). Such travel cancellation insurance may be obtained by phoning +41 (0)44 283 32 22 or online. Valsana Hotel & Appartements accepts no liability in respect thereof.

7. Swimming pool and fitness suite

The use of the swimming pool and fitness suite by children and young people under the age of 16 is forbidden unless they are supervised by an adult. Valsana Hotel & Appartements does not provide life guards. Entry into the swimming pool and fitness suite areas is at your own risk and subject to the swimming pool rules on display there being observed.

8. Use and return of the hired property

The hired property must be treated with the utmost care. It may only be used by the number of people (including children) stated on the reservation form. Pets only upon request. In the case of over-occupancy or misuse, Valsana Hotel & Appartements may terminate the hire agreement or charge for the excess services/persons. The cost of the apartment remains payable in full. The Hirer is not permitted to transfer the hired property to a third party.

The Hirer is liable for all damage and breakages, unless he/she can prove that these occurred through no fault of his/her own. All damage and breakages must be reported promptly to Valsana Hotel & Appartements. Defects discovered after the return of the accommodation may also be claimed against the Hirer.

The hired property must be vacated by 10.00 am on the last day of the hire period and be left in an orderly state.

The final cleaning cost included in the rental price covers normal cleaning, i.e. the Hirer must have left the property swept and tidy (Including rubbish taken out, washing-up done, oven cleaned). If the property is particularly dirty, the Hirer will be responsible for the additional cleaning cost. Hourly rate CHF 90, with a minimum charge of 30 minutes.

9. Liability

Valsana Hotel & Appartements is liable to the Hirer for the proper performance of the contract. Liability is excluded if non-performance is due to any of the following reasons:

- negligence or failures on the part of the Hirer
- negligence or failures and conduct on the part of third parties who were not involved in the service provision
- force majeure or events that were not foreseeable or were unavoidable

Liability of Valsana Hotel & Appartements for minor negligence is excluded.

If accommodation or services are deficient, Valsana Hotel & Appartements is already on site to be informed, so that any fault or defect can be rectified during the Hirer's stay. If such notification has not been made promptly and by the day before departure at the latest, the Hirer forfeits all claims against Valsana Hotel & Appartements.

All contracts with Valsana Hotel & Appartements are subject exclusively to Swiss law. The place of jurisdiction is Arosa, Switzerland

Arosa, 15 May 2017