



## **General Terms and Conditions (GT&Cs) for Carschinahütte SAC**

### **1 Area of Application**

The General Terms and Conditions (GT&Cs) apply to all reservations in the Carschinahütte SAC and are based on the Regulations for Huts and Infrastructure SAC.

### **2 Guest Contract and Reservation**

2.1 The guest contract is finalised directly and exclusively between the person making the reservation (hereinafter: the guest) and the hut warden of the Carschinahütte SAC.

2.2 Reservations for accommodation and half board become binding for both parties as soon as they are confirmed verbally or in writing. The GT&Cs come into force with each confirmation.

2.3 For accommodation reservations made through the Online Hut Reservation System (OHRS) in the Carschinahütte SAC it is obligatory to provide credit card details.

### **3. Advance Payment / Deposit**

3.1 The hut warden of the Carschinahütte SAC is entitled to request an advance payment / deposit to secure the reservation. The maximum amount of the advance payment / deposit may be the equivalent of the total value of the booked services. The payment must be transferred by the agreed date, otherwise the reservation will be deemed not confirmed. A refund will only be granted if the contract is cancelled in a timely manner in compliance with the Terms of Cancellation.

3.2 No advance payments may be requested for officially advertised section tours. Sections bear responsibility for any arising compensation in accordance with the Terms of Cancellation.

### **4. Terms of Cancellation / No-Show Charge**

4.1 Cancellations, amendments and rescheduling of reservations are accepted free charge until 18:00 hrs 2 days before the booked overnight stay at the latest and shall be made through the OHRS or by telephone.

4.2 For cancellations and postponements of reservations or changes in the number of persons that are not reported or are reported too late, the hut warden of the Carschina Hut is entitled to charge the cancellation fee to the credit card on file. The cancellation fee is divided as follows:

from 2 days after 18:00 hrs before arrival: CHF 40

from 1 day after 18:00 hrs before arrival: CHF 65

The no-show fee of the Carschina hut is CHF 80 per person per night, regardless of age, SAC membership etc.

4.3 The no-show charge as specified in Art. 4.2 shall not apply if the guest can prove in writing through documented evidence that it is impossible to use the booked service due to weather events (a confirmed severe weather warning from MeteoSwiss or a confirmed avalanche hazard level rise in the SLF Avalanche Bulletin compared to the previous day) for the route and day in question. The hut warden of the Carschinahütte SAC must be informed by 18:00 hrs on the day prior to the date of the booked overnight stay.

4.4 Art. 4.1, 4.2 and 4.3 also apply in the event of early departure.



## 5. Withdrawal by the Hut Warden

The hut warden of the Carschinahütte SAC may withdraw from the contract under the following conditions:

- Force majeure or other circumstances beyond the control of the hut warden.
- Guest clearly violates the SAC hut rules during his or her stay;
- The purpose or reason for the stay is in breach of the law.

In the event of a contract withdrawal by the hut warden for the aforementioned reasons, the guest shall not be entitled to compensation for damages incurred. Payment for the booked services remains due in principle within the scope of the Terms of Cancellation, except in cases of force majeure.

## 6. Obligation of Identification

6.1 Discounted overnight rates for SAC members and members of reciprocating organisations shall only be granted upon presentation of a valid identity card.

6.2 Free overnight stays for mountain guides practicing their profession shall only be granted upon presentation of a valid IVBV credentials as well as the membership card of the SAC or a reciprocating organisation.

## 7. Payment

Charges for board and accommodation are to be paid on the eve of the day of departure at the latest. Payment by credit card, electronic transfer (e-payment) or foreign currencies is only possible upon availability and prior agreement.

## 8. Exclusion of Liability

All written and verbal information (e.g. on route, avalanche and weather conditions, route information etc.) is provided by the hut warden of the Carschinahütte SAC with the greatest possible diligence and to the best of their knowledge and experience. However, the hut warden of the Carschinahütte SAC does not assume any liability for the information provided. All decisions made regarding tours, routes etc. are the guest's sole responsibility. Any liability of the hut warden of the Carschinahütte SAC or the SAC for damages of any kind incurred by the guest as a result of information or advice provided is excluded.

## 9. Applicable Law and Place of Jurisdiction

The General Terms and Conditions of the Carschinahütte SAC are governed by Swiss law. The place of jurisdiction is the municipality in which the hut is located.

City / date: Lantsch/Lenz, 24.11.2021.....

Hut warden: .....

*The General Terms and Conditions for SAC Huts were approved by the General Assembly on 29 August 2020 and enter into force on 1 November 2020.*