

club hotel davos

General Terms and Conditions

The general terms and conditions below define the legal relationship between you and the Club Hotel Davos, Du Midi AG.

1. Scope

These general terms and conditions apply to any legal relationship between the Club Hotel and the guest, based on the reservation or order confirmation you receive by email, facsimile or mail.

2. Conclusion of contract

The contract between the guest and the club hotel is closed when confirmation (in writing, by phone, electronic or in person) of the booking is received. The present terms and conditions are part of this contract. Any communication by email shall be deemed to be in writing.

3. Prices and price changes

The guest may take the services included in the price from the individual confirmation, VAT is always included.

In the following cases the Club Hotel may change the advertised or confirmed prices:

- Newly introduced or raised national taxes (e.g. VAT, visitor's tax)
- Currency rate changes
- Obvious printing or calculating errors

4. Reservations

The reservation arrangement and any changes therein concerning services rendered by the Club Hotel are only binding for the hotel when confirmed and acknowledged by the hotel and the client. Requests and acknowledgments are considered based on the order of receipt. The specific services are as indicated in the reservation confirmation. In case one guest books on behalf of other guests that one guest shall be liable for the total charge of the invoice resulting from the reservation.

Every reservation must be guaranteed in time by a prior deposit and/or credit card, otherwise the Club Hotel may cancel the reservation.

5. Terms of cancellation

Individual reservations

After conclusion of the agreement the following cancellation terms shall apply wherein receipt of a written declaration is decisive:

- Up to 21 day prior to arrival: without charge
- 20 to 7 days prior to arrival: 50% of the total costs
- 6 to 0 days prior to arrival: 100% of the total costs

Shortened stays: all booked nights have to be paid

In case an all-inclusive package was booked, the "contents of the package" cannot be changed and no money will be refunded for services that were not used.

Group reservations

After conclusion of the agreement the following cancellation terms shall apply wherein receipt of a written declaration is decisive:

- Up to 29 days prior to arrival: without charge
- 28 to 0 days prior to arrival: 80% of the total costs

Shortened stays: all booked nights have to be paid

In case an all-inclusive package was booked, the "contents of the package" cannot be changed and no money will be refunded for services that were not used.

6. Terms of payment

Individual reservations

The final bill must be settled in cash or by credit card at departure. The hotel reserves the right to demand credit card authorisation or partial payment during the stay.

Group reservations

A deposit of 50% of the total charge is due 28 days prior to arrival. The final bill is to be settled either at departure or 10 days after receipt of the bill. The hotel reserves the right not to check in subsequent groups in case of an open balance.

7. Arrival and departure

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Unless arranged otherwise, rooms are available on the day of arrival from 4 p.m. Rooms must be vacated on the day of departure by 11 a.m. at the latest. Rooms might be available earlier.

8. Use of rooms and accommodation

The hotel room as well as any other part of the premises are to be used and treated with the greatest care by the guest. They may only be used and occupied by the number of persons (including children) indicated in the agreement. The guest must not let a third party use the hotel room.

The guest is liable for any damage unless it can be proven that the damage occurred without the fault of the guest. Any damage is to be reported at the reception desk immediately.

The guest is further liable not only for damage and losses caused by the guest but also for those caused by his designated guests, third parties and pets.

9. Miscellaneous

The Club Hotel shall not be liable for theft and damage caused by guests, third parties and pets of guest.

The Club Hotel further reserves the right to ask guests who behave inappropriately, disrupt or disturb other guests and/or cause any kind of damage to the hotel to leave the hotel immediately. Any damage caused will be charged in full.

10. Applicable law and place of jurisdiction

The applicable law for all contracts made based on the above general terms and conditions is Swiss law. Davos is the place of jurisdiction for any eventual disputes from such contracts.