General Terms and Conditions Bregaglia Maloja Turismo

Booking conditions of Bregaglia Maloja Turismo for holiday packages, guided tours and events

These General Terms and Conditions govern the legal relationship between you and Bregaglia Maloja Turismo regarding holiday packages, guided tours, events or other services offered by Bregaglia Maloja Turismo in its own name. These booking conditions do not apply to hotel arrangements or hotel packages arranged by Bregaglia Maloja Turismo on behalf of third parties.

1. Booking

The contract between you and Bregaglia Maloja Turismo comes into effect upon verbal or written confirmation by Bregaglia Maloja Turismo. If the person making the booking registers additional participants, that person is responsible for their contractual obligations as well as their own. This applies in particular to the payment of the agreed price.

Registrations for events organised by Bregaglia Maloja Turismo, such as events held as part of the Festival della Castagna or ARTipasto, are binding. If a participant is unable to attend, Bregaglia Maloja Turismo must be informed promptly by e-mail or telephone. In the event of non-attendance without prior notice, Bregaglia Maloja Turismo reserves the right to request appropriate compensation for costs incurred.

2. Prices and payment conditions

The prices stated in the booking confirmation are binding. For bookings made at the counter, the full amount must be paid immediately upon booking or by invoice. For written bookings etc., the full invoice amount is payable upon receipt of the booking confirmation.

3. Changes to bookings, changes of date etc.

In the event of changes or amendments to a reservation, changes of date etc., a flat-rate rebooking or administration fee of CHF 50.00 will be charged. If the change is made after the cancellation periods specified in Section 4 have begun, the change or rebooking will be treated as a cancellation followed by a new booking.

4. Cancellation of the booking

In the event of cancellation of a reservation, an administration fee of CHF 50.00 will be charged. For holiday packages, the following cancellation costs apply: 28 to 15 days before arrival, 20% of the total amount; 14 to 8 days before arrival, 50% of the total amount; 7 to 3 days before arrival, 75% of the total amount; 2 to 0 days before arrival or in the event of a no-show, the full amount (minimum amount in each case CHF 50.00).

For guided tours etc., the following cancellation costs apply: 14 to 8 days before the start of the activity, 20%; 7 to 3 days before the start of the activity, 50%; 2 to 0 days before the start of the activity or in the event of a no-show, 100% (minimum amount in each case CHF 50.00).

For group bookings of holiday packages for 12 or more people, special cancellation conditions apply and are agreed directly with the group. The date on which Bregaglia Maloja Turismo receives the cancellation notice is decisive for calculating the cancellation costs (for Saturdays, Sundays and public

holidays, the next working day is decisive). It is recommended that cancellation insurance be taken out. The benefits provided by such insurance are specified in the respective insurance policy. The administration fee is not covered by cancellation insurance.

5. Programme changes and force majeure

Bregaglia Maloja Turismo reserves the right to modify the holiday package, guided tour, event or individual agreed services if unforeseen or unavoidable circumstances, force majeure, environmental disasters, natural events or official measures etc. make it impossible or significantly more difficult to provide the agreed services. If no reasonable alternative can be offered, Bregaglia Maloja Turismo is entitled to cancel the booking or terminate the activity or event.

In this case, the customer will receive a refund of the amount paid. If an activity or event that has already begun must be terminated, the objective value of the services not provided will be refunded. Further claims are excluded.

6. Customer liability

The guest is liable for any damage caused by them. The house rules of the respective hotel accommodation, holiday apartment etc. must be observed. Any damage must be reported immediately to the owner or their representative, at the latest upon departure.

7. Complaints

If the services provided do not correspond to the contractual agreements, the responsible person or Bregaglia Maloja Turismo must be informed immediately. The responsible person or Bregaglia Maloja Turismo will endeavour to remedy the situation within a reasonable period of time. If the guest does not accept an equivalent alternative offered to them, no refund will be made. Any claims must be submitted in writing to Bregaglia Maloja Turismo no later than 10 days after the end of the stay or activity; otherwise, all claims will expire.

8. Liability

Bregaglia Maloja Turismo will reimburse the value of agreed services that were not provided or were inadequately provided, or any additional expenses incurred, insofar as Bregaglia Maloja Turismo, its local representative or the service provider was unable to provide an equivalent replacement service on site. However, Bregaglia Maloja Turismo is not liable for impairments etc. caused by unforeseen or unavoidable circumstances, such as failures or interruptions to the water and/or electricity supply or facilities such as heating, lifts etc.; reductions in rental value due to environmental damage; temporary noise emissions on site, e.g. traffic diversions, construction sites etc.; or tourist facilities that are not open.

Liability for personal injury and other damages

Bregaglia Maloja Turismo is liable within the scope of the applicable statutory provisions. Liability for damages other than personal injury is limited to twice the price per person and, to the extent permitted by law, liability for minor negligence and auxiliary persons is excluded. Lower statutory liability limits or statutory exclusions of liability remain reserved.

Bregaglia Maloja Turismo is not liable if the non-performance or improper performance of the contract is attributable to any of the following causes:

1. failure on the part of the guest before or during the trip;
2. unforeseeable or unavoidable failures by a third party not involved in providing the contractual service;
3. force majeure or an event which Bregaglia Maloja Turismo or the service provider could not foresee or prevent despite exercising due care.

Bregaglia Maloja Turismo is not liable for loss of holiday enjoyment, wasted holiday time etc. Non-contractual liability is governed by the statutory provisions, whereby further limitations or exclusions of liability contained in these General Terms and Conditions take precedence over the statutory provisions.

9. Applicable law and place of jurisdiction

This contract is governed exclusively by Swiss law. The exclusive place of jurisdiction for all disputes is Stampa, Switzerland.

Bregaglia Maloja Turismo, CH-7605 Stampa