

# TERMS AND CONDITIONS

## ANZÈRE TOURISME SA



ANZERE TOURISME SA (hereinafter referred to as "ATSA") is the intermediary between the client and the provider who rents hotel or bed & breakfast rooms, holiday homes or apartments or offers services such as activities, equipment rental, tickets or treatments. The provider's terms and conditions apply alongside these general conditions.

### 1. RENTAL / PURCHASE CONDITIONS

The contract between the service provider and the customer is concluded at the end of the reservation / order process made online. ATSA sends a confirmation of reservation by e-mail to the customer as well as to the participating partners. On request this confirmation can be sent in paper form. In addition, customers will receive an email containing the vouchers to be redeemed at the respective service providers. The booking confirmation is valid as a contractual document.

#### 1.1 Price of services

The sale price displayed in the results list is for:

- Apartments/houses : per unit for the duration of the selected stay
- Hotel rooms: per person for the selected length of stay
- Services/activities: per person per service/activity

Tourist taxes are not included. They must be paid by the customer at the hotel or the rental agency at the latest on the day of departure. The tax price is CHF 3.50 per adult/night and CHF 1.75 per child/night (6-15 years old) .

Accommodation occupation: the maximum number of people indicated on the contract cannot be exceeded (including children). Any request for modification must be sent to the service provider.

#### 1.2 Pricing error

In the event of a significant and recognizable error in the price of the services, for example following a computer malfunction, the contract may be cancelled by ATSA upon reimbursement of the price paid, in application of articles 23 and following of the Code of Obligations. No other compensation is awarded.

#### 1.3 Payment

The Swiss franc is the only currency that is accepted by ATSA. The total amount of the reservation or order is debited immediately from the customer's credit card, VAT included.

### 2. MODIFICATIONS AND CANCELLATIONS

ATSA does not provide compensation for cancellation. Only customers with private travel/cancellation insurance are insured against the costs incurred, according to the general conditions of the insurance. The customer is responsible for purchasing such insurance.

#### 2.1 Accommodation / hotel

The client must announce in **written form** (letter, email) each cancellation or modification of the reservation as well as each late arrival or early departure **to the service provider**. Only the service provider is able to accept any modification to the contract. The latter is also responsible for finding an arrangement with the client. ATSA acts only according to the indications, which have been transmitted by the service provider. Consequently, ATSA does not reimburse any refund to the customer following a cancellation, a change of stay, a late arrival or an early departure. The cancellation conditions of the provider apply.

#### 2.2 ATSA services

The client must announce each cancellation or booking modification to an event/activity organized by ATSA **in written form to ATSA** (letter or email).

Refund conditions :

- Cancellation up to 14 days before the event/activity: full refund of the received amount.
- Cancellation from 13 days to 24 hours before the event/activity: partial refund with deduction of 50% of the received amount\*
- Cancellation within 24 hours before the event/activity: no refund possible\*

\*If the client cancels due to illness or accident, a medical certificate must be presented. In this case, the full amount will be refunded.

#### 2.3 Other services

The provider's conditions of cancellation apply for all other bookings of activities, equipment rental, tickets or treatments. The customer is required to respect the validity of the booked service.

### **3. RESPONSIBILITY**

ATSA is responsible for the proper functioning of reservations on its marketplace [www.anzere.ch](http://www.anzere.ch) (Ingénie reservation system). The figure 1.2 above is reserved.

Subject to serious misconduct directly attributable to ATSA staff, ATSA declines all responsibility for any damage caused during or in connection with the performance of services offered by partners. In particular, ATSA is not responsible for damage caused by the customer to the service provider's facilities or for material or bodily damage suffered by the customer during activities organized by the service provider.

The customer must be covered by private liability insurance and communicate any damage to the service provider before departure. The terms and conditions of each provider apply in the event of a dispute.

The service provider is required to provide the services described in the booking confirmation; he carries out his activity under his own responsibility and cannot be considered as an ATSA auxiliary. The service provider may subject the use of the infrastructure or services to conditions of use, which bind the customer.

#### **3.1 ATSA services**

Subject to serious misconduct directly attributable to ATSA personnel, ATSA declines all responsibility for material damage or bodily injury suffered by the customer during an event / activity organized by ATSA, in particular following an accident. ATSA cannot be held responsible for the theft of personal effects and other valuables occurring during its events / activities.

#### **3.2 Overbooking**

During an overbooking, the service provider is required to relocate the client, victim of the overbooking, and must bear any costs for the provision of an object of identical or higher standard (upgrading).

#### **3.3 Force majeure regarding accommodation**

In cases of force majeure (natural disasters, pandemic, epidemic, etc.), ATSA has the possibility of cancelling the reservation without compensation.

### **4. DATA PROTECTION**

ATSA attaches great importance to the protection of your data and undertakes to comply with the relevant legal provisions, in particular the Federal Law on Data Protection, the Ordinance on the Federal Law on Data Protection and, to the extent that it is applicable, the General Data Protection Regulation of the European Union. The legal notices on [www.anzere.ch](http://www.anzere.ch) apply as additional provisions to these general conditions.

When ordering, the data collected will be subject to computer processing carried out on behalf of ATSA by the company Ingénie, headquartered in France. By using the platform, the customer consents to the processing of the data he has provided. The data collected may be used by ATSA for internal marketing purposes, in particular to send targeted offers; they are not sold, assigned or given in any way to third parties. Each customer may at any time request, by written request (letter, e-mail), that his data be erased.

In the event of an order relating to services provided by a partner (eg hotel room or leisure activity), the service provider's general conditions apply to the processing of data by the latter, to the exclusion of any liability from ATSA.

### **5. PAYMENT TERMS**

The customer must pay for the products online at the time of booking by credit card (VISA or MASTERCARD). As soon as the customer confirms the reservation, ATSA will collect the entire amount due.

### **6. FOR LEGAL**

This contract is subject to Swiss law. The French version of the terms and conditions of sale is in force legally. The place of jurisdiction is the District Court of Hérens and Conthey in Sion.

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Anzère Tourisme SA  
[www.anzere.ch](http://www.anzere.ch)