

General business and cancellation terms and conditions for temporary camping pitches at Davos

Davos Destinations-Organisation (Genossenschaft), tax ID CHE-105.769.479, hereinafter "Destination Davos Klosters" acts as the go between for temporary campsites for and on behalf of the service provider. These business and cancellation terms and conditions apply to the reservation and use of parking spaces for vehicles on temporary camping pitches at Davos during the summer season 2021.

Booking and conclusion of the contract

The booking of a temporary camping pitch is made definite after payment has been received from the guest and confirmation/voucher has been sent by Destination Davos Klosters. The booking of a pitch is made definite after payment has been received from the guest and confirmation/a voucher has been sent by Destination Davos Klosters. After successful booking, the guest will immediately receive a confirmation/voucher which authorises him or her to claim from the service provider as the contractual partner the booked service (parking of the vehicle on a temporary camping pitch).

The confirmation/voucher must either be printed out and displayed behind the vehicle's windscreen for the entire duration of the guest's stay on the temporary camping pitch or the guest must be able to present it in digital form (on a mobile phone or electronic device) at the temporary camping pitch upon first request of the local representative of the service provider at any time during his or her stay. The confirmation/voucher issued after successful booking is only valid for the vehicle and number plate stipulated at the time the pitch was booked and may not be used for any other vehicle/number plate or be transferred to third parties.

Prices and guest taxes

The prices listed on the booking form are in Swiss francs (CHF) and are binding. Prices remain subject to alteration determined as by the service provider for reasons beyond the control of Destination Davos Klosters (e.g. newly introduced or increased taxes, charges, levies, etc.).

The listed prices are to be understood as a flat fee for a vehicle up to a maximum of five persons and include the current statutory VAT amount of 3.7%. **Guest taxes will also be charged** as per applicable statutory provisions and are to be paid by the guest at the time of booking.

The reserved pitch may not be occupied by more than the number of persons listed on the booking confirmation/voucher. Babies/children/adolescents are regarded as full persons.

Cancellation of the booking

If the guest wishes to withdraw from a booking, this must be done in writing (by email or letter). The date on which the cancellation is received by Destination Davos Klosters will be used to determine whether the guest has met with the deadline below. In the event of withdrawal, the following cancellation costs will be charged:

- Up to 4 days before arrival => 0% of the booking amount
- 3 to 0 days before arrival => 100% of the booking amount

In the case of a no-show or where the booked service is not made use of without giving prior notice ("no show") as well as early departure, 100% of the booking amount will be due; no refunds will be given.

The purchase of cancellation insurance is highly recommended. On request, cancellation insurance can be taken out with European Reisesversicherungs AG via Davos Services.

Approved vehicles

Only vehicles listed on the booking platform may be parked on the pitches. The pitching of tents/bivouacs is strictly prohibited everywhere.



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Pets

The maximum number of pets allowed is two. The owners must ensure that their pets do not harass other guests and do not foul the camping area. Pets are not allowed in sanitary facilities. They must not be left unattended or locked up at the camping pitch. Dogs and cats must be kept on a leash at all times.

Acts of God and similar events

If force majeure, epidemics, pandemics, environmental disasters, natural forces or similar events prevent Destination Davos Klosters from acting as a go between and/or the service provider from providing the services booked by the guest, they are entitled to cancel bookings or to rebook guests to other sites without paying compensation. In the event of cancellation by Destination Davos Klosters or, as may apply, the service provider as a result of force majeure or a similar event, the booking fee already paid by the guest shall be refunded. Otherwise there is no compensation or other claims by the guest against the service provider and/or Destination Davos Klosters.

Liability

The service provider undertakes towards the guests to reserve the temporary pitch booked by the guest and to make it available according to the information on the confirmation/voucher. The service provider's liability is limited to gross negligence or damage caused deliberately. Destination Davos Klosters shall be liable for the correct reservation or, as may apply, booking of the temporary pitch on site. Otherwise Destination Davos Klosters and the service provider do not accept any liability.

Data Protection

Destination Davos Klosters is subject to the Swiss Data Protection Act and processes data according to the regulations contained therein. The guest shall acknowledge and state its express agreement to Destination Davos Klosters forwarding data provided by the guest to the service provider as a contractual partner of the guest. Destination Davos Klosters reserves the right to forward the guest's or his or her travelling companions' data to the competent bodies in order to pursue legitimate interests or where a criminal offence is suspected, or to instruct third parties to enforce Davos Services' rights.

General

The guest undertakes to comply with the local regulations for the particular temporary camping site as well as instructions given by representatives of the service provider who are present on site.

The pitch is for holiday purposes only. Subletting is not permitted. Its use for the provision of any kind of trade or service is prohibited.

Any acts which contravene these terms and conditions, local regulations applicable to the respective temporary camping site or instructions given by the representatives of the service provider present on site may be punished with fines and/or expulsion from the camp-site with the assistance of the local authorities.

Davos shall be the place of jurisdiction for any disputes arising from these terms and conditions. Swiss law shall apply.

Bank details

Davos Services - Talstrasse 41 - CH-7270 Davos Platz

Payments in CHF:

Credit Suisse, CH-7270 Davos Platz IBAN: CH36 0483 5040 1200 0100 0 BLZ: 4835 S.W.I.F.T.: CRESCHZZ72D

Payments in EUR: (SEPA transfer free of charge)

Credit Suisse, CH-7270 Davos Platz IBAN: CH02 0483 5040 1200 0200 0 BLZ: 4835 S.W.I.F.T.: CRESCHZZ72D

Davos/Klosters, July 2022 DESTINATION DAVOS KLOSTERS