

General Conditions

1. Definitions

The terms beginning with a capital letter in the present General Conditions shall have the following meaning:

- “Conditions”: the present General Conditions;
- “Client(s)”: individual persons purchasing a service allowing use at the Eringer Hotel;
- “Hotel”: the Eringer Hotel
- “Website”: <https://www.eringerhotel.ch/>

2. Basic principles

The Conditions govern the legal relations between the Client and the Hotel. For ease of reference, regardless of the service referred to in these conditions, a contract will always be involved. Only the Conditions applicable at the moment of conclusion of the contract shall apply. The Client's general conditions shall apply only if this has been expressly agreed in writing. If any provision of the Conditions is found to be void or inapplicable, the validity of the contract and the other provisions of the Conditions shall not be affected. For the remainder, the legal provisions shall apply.

The Conditions constitute a legal agreement between the Client and the Hotel once the Hotel has sent the confirmation.

If a third party is acting on behalf of the Client, the Client shall be jointly responsible before the Hotel, together with the third party, for all obligations arising under the contract before the Hotel. Similarly, all persons making reservations are required to send the Client all the information relating to the reservation, especially the Conditions.

3. Field of application

The Conditions and the Confidentiality Policy apply to all services or products provided to the Client by the Hotel. They define the parties' rights and obligations within the framework of the long-distance service reservation offered by the Hotel and govern all the necessary stages of reservation and follow-up of reservation between the contracting parties. The Conditions apply to all reservations concluded on the internet via the reservation platform, or by telephone or e-mail, as well as reservations made with the Hotel reception.

The Conditions may be amended at any time by the Hotel, and the conditions applicable shall be those applicable on the date on which the Client makes the reservation. If any clause is declared void or cancelled for any reason, the other

clauses shall not be affected and the contracting parties shall negotiate in good faith to modify the cancelled clause and replace it with a valid clause. In the event of doubt or difference between the French and English versions, the French version of the Conditions shall prevail.

4. Type of services

The various services and their characteristics are detailed on the Website. The services shall depend on the reservation made by the Client. The Hotel shall provide the services requested by the Client and agreed in writing by the Hotel. Subject to other contractual provisions, the Client does not have the right to a specified room.

If a reservation has been confirmed when no room is available on the Hotel on the date in question, the Hotel must advise the Client accordingly and in good time and offer the Client a replacement room in a hotel of a similar or higher category located in proximity. Any additional costs incurred in the replacement accommodation shall be borne by the Hotel. If the Client refuses the replacement room, the Hotel must immediately reimburse the Client immediately for services already provided (such as deposits). The Client may not claim any compensation.

5. Method of reservation

Reservations for one or more stays may be made via telephone, email or the Website:

- via the Website <https://www.eringerhotel.ch/>
- by email to welcome@eringerhotel.com
- by telephone to +41 27 564 40 40

Reservations for one or more stays may also be made at the Hotel reception if the Client wishing to make a reservation is physically present. The reservation shall be firm and definitive and deemed accepted by the Client at the end of the reservation process once the Hotel has sent the confirmation of reservation to the Client. The Client may only cancel or alter in within the limits specified in the Conditions.

After the definitive choice of methods of stay to be reserved, the reservation procedure includes in particular the input of the Client's data, contact information and banking card details, the consultation and acceptance of the Conditions applicable at the moment of the reservation, and finally, confirmation of the reservation by the Client. The reservation of stay is firm and definitive for the Hotel following written confirmation of reservation by the Client. This written confirmation of stay is form and definitive for the Hotel after its written confirmation. This written confirmation contains the detail of the stay reserved, the applicable prices, and the

conditions of sale attached to the tariff chosen and accepted by the Client during the reservation process.

During the reservation process, the Client shall choose the services presented on the Website. The Client shall acknowledge having read the methods of reservation for the stay(s) available on the Website and having requested and obtained the necessary and/or additional information for making its reservation with a full knowledge of what is involved. The Client alone shall be responsible for his/her choice accommodation and its methods, in accordance with the information provided by the Hotel via its Website, meaning that the Hotel cannot be held liable. The Client shall confirm that the information sent during the reservation process is true and accurate.

The photographs shown on the hotel reservation platform are not contractually binding. Even though every effort is made to ensure that the photographs, graphic representations and texts reproduced to illustrate the types of accommodation provided provide the most accurate possible overview of the services offered during the Client's stay, there may be non-essential differences between what is visible on the Website at the moment of reservation and the details of services provided at start of stay.

6. Method of payment

a. Settlement of reservations

Payment shall be made by credit card according to the possibilities available on the Hotel's reservation platform when the stay is reserved, using a secure procedure.

The Client must arrive at the Hotel with the bank card that allowed him/her to guarantee the reservation. The Hotel may ask him/her to present an identity document for bank card fraud prevention purposes.

When reservations with tariffs that "cannot be reimbursed or cancelled" are confirmed, the Hotel shall take the full total using the credit or debit card communicated by the Client. A bank transfer may also be made if the Client so desires. However, if the transfer is not received, the reservation will not be confirmed.

If the credit card guarantee is not issued in good time, the Hotel may terminate the contract (including all service provision pledges) immediately (without warning) and claim the cancellation costs provided for in paragraphs 9.d and 9.e of the Conditions.

The Hotel may at any time compile and present an invoice to the Client for its services. The final invoice shall contain the agreed price plus any increases in price due in connection with additional services provided by the Hotel to the Client and/or the persons accompanying him/her. Subject to other agreements, the final invoice shall be settled not later than checkout on the day of departure, in cash or by accepted credit or debit card.

Name of bank: Banque Raiffeisen Sion et Région

Address: 6 Avenue de la Gare, 1950 Sion

Account No.: CH83 8080 8008 9123 6617 6

BIC/SWIFT: RAIFCH22187

Beneficiary: Valotel Alpine Management SA

b. Payment methods (up to maximum of 4 rooms reserved)

For any stay of three nights or over, a prepayment of 50% of the reservation will be required. In addition, for certain periods, a minimum stay period may apply.

c. Group payment (5 or more rooms reserved)

For any reservation of 5 or more rooms, the following payment methods apply:

- 20% of stay on confirmation;
- 50% of stay 30 days before arrival;
- 100% of stay at moment of check-out.

d. Means of payment accepted

Payment by cash, bank transfer, TWINT, Maestro, Postcard, Visa, MasterCard, American Express and Reka-check/Reka-card cheque.

The Hotel reserves the right to demand pre-authorisation for credit cards and prepayment for debit cards.

e. Information on credit cards

Data relating to credit cards shall be treated as confidential. Client who do not arrive or who cancel their reservations may be billed for a certain total (see conditions of cancellation in Paragraph 8 of Conditions). By accepting the Conditions shown in the confirmation, the Client authorises the Hotel to debit the sum from the credit card indicated.

7. Prices

Prices for stays and associated services are those shown on the Website. They are expressed in Swiss francs inclusive of tax, including VAT but not accommodation tax (which is invoiced on site). They do not include the Clients' personal costs incurred within the Hotel. When the stay cost selected by the Client depends on ages of children, this will be formally observed and taken into account on the first day of stay. The Hotel staff may request proof of age of children at any time. If such proof is not provided, the Hotel shall charge the applicable adult tariff.

Prices are only valid for the period indicated on the Website. Unless specified otherwise, additional services will not be included in the price. Prices take account of VAT at the rate applicable on the date of reservation and any change in the applicable rate of VAT shall be automatically recovered on the prices indicated on the date of reservation. The Hotel reserve the right to alter the prices shown on the Website at any time, it being understood however that the price shown when the Client reserves the stay shall be the only price applicable.

8. Groups

For block reservations (5 rooms and over), the Client must send to the Hotel, not later than 14 days before the arrival date, the following information concerning the Clients: (a) arrival times, (b) last and first names. After the deadline fixed by the Hotel passes, the allocated rooms still available shall be freed for other reservations.

The Hotel reserves the right to alter the allocation of rooms to the extent at which the room satisfies the Client's needs and interests and the change can be justified before the Client.

9. Modification and cancellation by Client

b. Modification

The Client may send the Hotel a request for modification of his/her reservation up to the 14th day preceding the stay start date during the winter season and up to the 7th day at other times of year, within the limits of rooms available at the Hotel at the moment of request for modification and subject to express agreement by the Hotel. If the reservation price increases following the request for modifications made by the Client in accordance with this paragraph, the additional total owed to the Hotel must be paid immediately using one of the means of payment previously accepted by the Hotel. The new price conditions following the Client's request for modification of reservation shall be those described on the Website at the time of acceptance of request for modification. The Client may not issue any

request for modification of his/her reservation to the Hotel less than 14 days before the stay start date during the winter season or less than 7 days before during the rest of the year. In no circumstances may a request for a reduction in the number of nights of stay give rise to any compensation; the entire cost of the stay initially reserved shall remain due.

c. Cancellation

The cancellation policy applies to (a) cancellations of reservation, (b) “no-shows”, and (c) early departures.

Cancellation of a reservation must be sent to the Hotel in writing as soon as possible, and at the latest according to the various conditions of cancellation communicated in relation to the reservation.

Cancellation of reservation requires the Hotel’s written consent. If this is not obtained, the agreed price must be paid using one of the payment methods previously agreed by the Hotel, even if the Client does not use the contractual services.

If the Client does not appear (“no-show”) or departs early, the Hotel has the right to invoice for all services reserved.

In addition, the cancellation costs as described in paragraphs 9.d et 9.e shall be deducted from sums already paid. Where necessary, costs remaining due must be settled immediately and in full.

Cancellation or modification of a reimbursable reservation shall not be debited to the credit card supplied if it occurs at least 14 days before the expected arrival time (excluding holiday periods). Any subsequent cancellation or modification cannot be reimbursed.

Non-reimbursable reservations may not be reimbursed in the event of cancellation, no-show or early departure. The sum total already paid shall be kept by the Hotel, and where necessary, remaining costs must be paid in full.

All reservations are nominative and may not in any circumstances be transferred to third parties, for a consideration or otherwise, unless the Hotel expressly agrees.

d. Cancellation costs (up to maximum of 4 rooms reserved)

Winter season:

- Up to 14 days before arrival, free cancellation, 0% of stay.

- Less than 14 days before arrival, 100% of stay.

Rest of year:

- Up to 7 days before arrival, free cancellation, 0% of stay.
- Less than 7 days before arrival, 100% of stay.

e. Group cancellation costs (5 or more rooms reserved)

Cancellation of a reservation must be advised to the Hotel in writing as soon as possible, and at the latest according to the specific conditions of cancellation communicated in relation to the reservation. Otherwise, the following condition of cancellation shall apply:

- Up to 30 days before arrival, free cancellation, 0% of stay.
- Between 29 and 15 days before arrival, 50% of stay.
- Between 14 and 7 days before arrival, 20% of stay.
- Less than 7 days before arrival, 100% of stay.

Cancellations of reservations for event organisation installations must be advised not later than 14 days before the start of the event.

All services provided in advance by the Hotel and/or its partners shall remain payable in the event of cancellation.

f. Prevention of access

If through circumstances of force majeure the Client cannot arrive at the desired time or cannot arrive at all, he/she shall not be required to pay the cost of lost days. The Client must provide proof of impossibility of access. The obligation to pay for the stay reserved shall however resume as soon as access once again becomes possible.

g. Early departure

If the Client leaves earlier than anticipated, the Hotel retains the right to invoice 100% of all services reserved.

h. Extension of stay

If the Client wishes to extend his/her stay, he/she will be required to inform the Hotel before 11:00 on the planned day of departure. The extension may be granted by the Hotel within the limits of offers available and visible at the time of the extension request on the Website. It shall be paid for immediately by the Client.

10. Modification and cancellation by the Seller

When, before the stay commencement date, the essential service of stay (accommodation) is prevented because of an external event, except in circumstances of force majeure, the Seller shall inform the Client as soon as possible and propose a modification of his/her reservation. The Client shall then have the option of:

- Demanding cancellation of his/her reservation, without penalty or cost and with reimbursement in full, by writing to the Hotel within twenty days of the stay commencement date initially agreed; or
- Accepting the modification proposed by the Hotel.

The Client shall advise the Hotel of his/her choice in writing, as soon as possible. When, during the Client's stay, the Hotel is unable to provide one of the essential services of the stay for reasons other than force majeure, the Hotel shall offer the Client, as far as possible, a similar service on the same date or a later date in replacement of the service not provided.

11. Force majeure

Following an event of force majeure (natural disaster, violent storm, flood, earthquake, fire, nuclear incident, pandemic etc) that prevents the Hotel from fulfilling some or all of its obligations under the contract, the Hotel's obligations shall be automatically suspended and the Hotel cannot be held liable before the Client for non-fulfilment. When such an event is unforeseeable, insurmountable and outside the control of the Hotel, the Hotel may cancel the contract or the part thereof still to be fulfilled, without being required to pay compensation.

In addition, the Hotel is authorised to cancel the contract without being required to pay any compensation if there are reasonable grounds for assuming that the event could compromise the proper operation of the Hotel, the security of the Hotel or of its other Clients, or the public reputation of the Hotel.

12. Stay

The Client may take possession of the room(s) covered by a reservation at 15:00 on the reservation start date. He/she must leave the premises not later than 11:00 on the date of departure. The Hotel reserves the right to invoice the Client for additional totals if the deadline for checking out is not respected.

On request, and according to availability, late departure from the room (late check-out) may be agreed in advance with the Hotel. When the Hotel grants the Client the request, immediate payment of an hourly supplement may be demanded.

If the Client leaves the room late and the Client has not made the request to the Hotel, the Hotel reserves the right to remove the Client's personal effects from the room and keep them in a suitable place within the Hotel in return for payment.

Any behaviour contrary to good morals and public order may lead the Hotel to demand that the Client leave the Hotel without compensation or reimbursement for services for which payment has already been made, without prejudice to the Hotel's right to institute proceedings before the competent courts as justified by the behaviour in question.

The room card provided by the Hotel remains the property of the Hotel and allows entrance to the Hotel 24 hours in 24. Loss of the card must be reported immediately to reception.

To access the Internet, the Client shall obtain the connection data from reception. This service is free for all Clients. The Client is responsible for use of his/her connection data. He/she shall be liable for abuse and illegal behaviour in the use of the Internet.

All public places are non-smoking, according to current laws. Smoking is however permitted outside the Hotel.

13. Dogs

Dogs are not admitted to the Hotel unless the Hotel agrees beforehand and in return for a special payment. Any Clients bringing a dog to the Hotel must oversee the animal in question or have it kept or watched over by third parties suitable to do so.

14. Items found

Items found shall be returned to their owner if the owner's identity is clearly established and the Hotel has knowledge of the Client's home or work address. The Client shall bear the risks and costs of sending.

If there is any doubt concerning the owner's identity, the items shall be sent to the local lost property office when a storage period of twelve months has expired.

15. Other provisions

The act of placing advertisements in the media (in particular newspapers, radio, television and internet) with mention of events organised at the hotel, shall, regardless of whether or not they use the Hotel logo, require the Hotel's prior written agreement.

Any slanderous or defamatory comments published on evaluation platforms (such as TripAdvisor) and concerning the Hotel, which the Hotel is able to refute and are proved to be defamatory, shall be reported to the competent authorities. The Hotel reserves the right to demand damages and moral reparation.

16. Claims

Any claim relating to fulfilment of the Hotel's observations within the framework of the stay reserved by the Client must be sent to the Hotel in writing, together with all supporting documents, within seven days of the date of departure from the Hotel, otherwise it may be debarred.

17. Liability

a. Hotel

The Hotel may not be held liable in any circumstances for failure to fulfil, or for poor fulfilment of, its obligations when the partial or complete non-fulfilment is attributable to the Client or to the unforeseeable and insurmountable action of a third party.

Within the framework of legal possibilities, the Hotel shall not be held liable before the Client for mild or moderate negligence and shall be liable only for damage caused deliberately or by gross negligence and arising directly from the Hotel's failure to respect its contractual obligations or from obviously poor fulfilment of obligations. If disruptions or defects are evident in the Hotel's services, the Hotel shall endeavour to make them good immediately after the Client reports them. If the Client fails to report a defect to the Hotel within the desired time, he/she shall have no entitlement to a reduction in the contractually agreed price. In any case, the total damages shall be limited to the cost of the stay reserved by the Client or effectively paid on his/her departure (excluding VAT and cash payments).

The Hotel shall not be legally liable for services in which it has simply played the role of intermediary before the Client. If the Client desires services that the Hotel itself does not provide, the Hotel merely acts as an intermediary. The Hotel is not liable for activities initiated by the Client or his/her associates or for services provided by a third party, including services organised by the Hotel. This applies, without this being limitative, to any injury or damage suffered in relation to activities organised by a mountain guide, activities linked to a restaurant or bar or events, activities in the sports room, or activities linked to a massage and/or spa session, including in particular any exacerbation or onset relating to a pre-existing condition.

The Hotel is not liable for business brought in by Clients, associates or other third parties and declines all liability for theft of or damage to equipment brought into its establishment.

The Hotel is exonerated from any liability of any kind regarding any vehicle parked by the Client in the hotel's parking area and any items forming part of that vehicle's cargo and left in position. This applies, inter alia, to any damage to, or theft or disappearance of the vehicle.

b. Client

The Client shall be liable before the Hotel for any damage or loss caused by him/her, associates or other third parties. The Client shall be held liable in the event of damage, deterioration or acts of vandalism affecting both persons and fixed or moveable property, equipment and other fixtures and fittings made available to the Client by the Hotel during his/her stay. In these cases, the Hotel shall be in a position to terminate the Client's stay and ask him/her to leave the premises without any compensation or reimbursement for the stay in progress, and to reimburse the damages caused by his/her actions in addition.

The Client shall be responsible for proper use and return, within the rules, of all technical equipment and resources made available to it by the Hotel or obtained on its behalf via third parties, and shall be liable for damage to or loss of these items. The Client shall be liable for the services and expenses that the Hotel has taken the necessary steps to provide or incur with regard to third parties.

Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for reasons attributable to the Client shall lead to termination of the order at the Client's expense, without prejudice to any civil or criminal action against the Client.

The Hotel expressly reserves the right to introduce claims for damages against Clients who infringe the present Conditions.

18. Applicable law

The Conditions and all the non-contractual obligations arising from or in connection with them shall be governed by, and interpreted according to, Swiss law. All differences and disputes between the parties arising from or in connection with the Conditions shall be exclusively and definitively settled by the District Court of Hérens et Conthey.

Héremence, 10 November 2021