

LECRANS

General Terms and Conditions of Sale of the Hotel LeCrans

GENERAL PROVISIONS

1. Scope

These General Terms and Conditions of Sale (GTCS) apply to the provision of rooms and/or conference rooms, as well as to all additional services of any other nature (in particular accommodation and catering) from LeCrans, Chemin du Mont-Blanc 1, 3963 Crans-Montana, to its customers, guests, boarders, etc. These terms and conditions apply to all offers at the LeCrans Hotel and form an integral part of all contracts entered into by LeCrans. These T&Cs take precedence over the client's general terms and conditions. In particular, by entering into a contract with LeCrans, the client irrevocably acknowledges and accepts the application of these T&Cs and simultaneously waives the application of any of its own general terms and conditions, which therefore do not apply to the relationship with LeCrans.

LeCrans is operated by the Swiss public limited company whose company name is "LE CRANS SA", located at Chemin du Mont-Blanc 1, 3963 Crans-Montana, Switzerland. This company is registered in the Central Valais Commercial Register under company identification number CHE-114.381.128.

2. Conclusion of the Contract

Following the customer's reservation request, the customer will receive a written confirmation (or by email, fax, or any other means of electronic communication, which meet the requirements of the written form within the meaning of these T&Cs) of the reservation from LeCrans. The contract between the parties is concluded only by the written confirmation of the reservation from LeCrans.

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3. Services, payments and prices

LeCrans undertakes to provide the services requested by the customer and confirmed in writing by the establishment.

All prices are in Swiss francs (CHF), including value added tax (VAT). Tourist tax, parking fees and all ancillary services such as drinks in the restaurant, bar, minibar, spa services, etc. are invoiced to the customer according to the applicable prices and tariffs.

LeCrans is always entitled to claim a deposit that it freely determines. The amount of the deposit and the payment deadline are stated in writing in the contract. If the customer does not fulfil its payment obligations within the specified period, the institution is entitled to terminate the contract after setting an appropriate additional period. The customer is liable for any damage caused by his delay. Payment of the balance is subject to the provisions of the following paragraph.

If no deposit is requested by LeCrans, the total amount is to be paid by the customer by credit card (Mastercard, VISA, American Express, Diners, JCB), debit card (EC/Maestro, Postcard), TWINT or in cash (CHF, EUR, £) at the exchange rate including a commission defined by the hotel at the latest at the time of departure. In the case of payment agreed upon by invoicing, the full amount must be paid within ten days of the invoice date. The invoice is sent by email to the customer, with a paper copy at his express request, and the date of sending of the email is proof. In the event of late payment, LeCrans is entitled to request default interest of 5% per year, without the need for an interpellation.

4. Responsibility

The client is jointly and severally liable to LeCrans for any damage, loss or other damage caused by himself, his employees, agents, participants, guests, members of the household, relatives, and third parties for whom he is responsible. LeCrans declines all responsibility in the event of theft, damage and/or destruction of belongings, property, and other personal effects or valuables (such as without limitation jewellery, watches, cash, securities, securities, means of payment, decorative objects, works) brought by the client. The customer is solely responsible for insuring the exhibits as well as other aforementioned items brought by the customer, participants or third parties. LeCrans is always entitled to demand proof of sufficient insurance from the customer. LeCrans is entitled to refuse the storage or presence on its premises of an object or belongings of the customer, which could in any way compromise the security of the establishment, the well-being of its guests or its reputation.

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The customer is required to respect the order and silence of the establishment, and to behave appropriately and dress appropriately. He agrees to comply with the instructions of the staff in this matter. If civil, criminal or administrative claims are made against LeCrans in connection with the presence of the customer or the event in question by authorities or third parties (including participants, customers or employees and co-contractors of the customer), the customer is obliged to completely discharge LeCrans from its liability, and to take any damage resulting from these claims and the costs to be borne by the customer in full.

LeCrans is liable for damage caused only in the event of a breach of contract or tort committed intentionally or through gross negligence and LeCrans is otherwise liable only for direct damage, excluding any loss of income, loss of certain or expected profits, loss of business volume, loss of contracts, loss of business reputation, loss of anticipated savings, damage to or corruption of data, or for any other indirect loss or damage of any kind and for any cause, whether or not such loss or damage was foreseeable or contemplated by the parties. The property assumes no responsibility for any damage caused by slight or medium negligence. LeCrans' liability is capped at the amount of the remuneration paid by the client for the service(s) provided by LeCrans.

5. Termination of contract

LeCrans may terminate the unperformed part of the contract partially or totally without compensation in the event of force majeure or other circumstances not attributable to the establishment that make it more difficult or impossible to perform the full or partial contractual performance of LeCrans.

In addition, LeCrans is entitled to terminate without compensation if there is reason to believe that the guest's presence or the event in question threatens the hotel's business operations, safety or reputation vis-à-vis the public, or that the customer is in breach of the obligations mentioned in these T&Cs. LeCrans expressly reserves any rights to damages against the customer.

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6. Arrival and departure times

Hotel rooms are available from 3pm on the first day of booking and must be checked out by 12pm on the day of departure.

7. Cancellation Policy

A. Cancellation by the customer (rooms, suites and apartments)

In the event of cancellation of a reservation, if the guest does not show up or if the room is left before the date agreed for the end of the reservation, the total amount of the reservation will be charged. The general cancellation conditions for each booking are indicated on the booking confirmations.

In the event of restrictions and/or prohibitions on travel or entry into the national territory of Switzerland, travel restrictions, isolation or quarantine obligations on the dates of stay, provided that such disruptions are officially decided by the competent authorities and documented by the customer, the prepaid amount will be carried forward as a credit that can be used for a future stay 6 months after the date of the cancelled stay, subject to availability to be agreed between the client and LeCrans. No refund will be made, unless you please LeCrans.

B. Cancellation by the client (conference spaces)

In case of cancellation of a reservation or if the customer does not show up, the full amount of the reservation will be charged. The general conditions for cancelling each booking are indicated in the corresponding contract.

In the event of restrictions and/or prohibitions on travel or entry into the national territory of Switzerland, travel restrictions, isolation or quarantine obligations on the dates of stay, provided that such disruptions are officially decided by the competent authorities and documented by the customer, the prepaid amount will be carried forward as a credit that can be used for a future stay 6 months after the date of the cancelled stay, subject to availability to be agreed between the client and LeCrans. No refund will be made, unless you please LeCrans.

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C. Cancellation by LeCrans

With a view to carrying out a renovation project that will require the temporary closure of the hotel, and even though the closing date cannot be determined in advance because it depends on obtaining an administrative authorisation whose date of issuance cannot reasonably be anticipated, LeCrans reserves the right to cancel any reservation subject to compliance with a written notification (valid e-mail) served to the guest at least three months before the date of arrival Agreed.

In this case, LeCrans does not incur any liability and the host is not entitled to claim compensation or compensation. He expressly waives the right to claim any damages whatsoever.

Only any sums advanced by the host at the time of booking are returned to him or her by LeCrans.

8. Use of premises

LeCrans reserves the right to stop the activity carried out on its premises, in particular the sound, music or any other sound, visual action, etc. that may cause nuisance or inconvenience within the hotel or outside it. The noise pollution must not exceed 85 decibels. The client undertakes to bear or compensate LeCrans for the costs / fines incurred as a result of non-compliance with this clause. In addition, LeCrans does not allow any outdoor activity beyond 10:00 p.m. that would be likely to cause nuisance or inconvenience (such as: balloon release, speeches, reception, etc.) to guests staying at the hotel and the immediate neighborhood. Before 10:00 p.m., such activities are subject to the prior authorization of LeCrans. Requests for indoor activities such as smoke machines / smoke machines are not accepted (risk of triggering the fire alarm). The use of such equipment is expressly prohibited. In the event of the use of this type of equipment, the customer will be responsible for the related intervention costs (firefighters, police) and will be responsible for any damage caused.

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9. Fire safety regulations and other decorating safety instructions

The organizer is required to follow the fire safety regulations of LeCrans, in particular not to obstruct the emergency exits, to respect and enforce the smoking ban, etc. The organizer must comply with the instructions of LeCrans or its staff. The equipment brought by the organizer must comply with fire safety regulations, be in good working order and comply with the legal or regulatory requirements that may be applicable to it. In addition, the organizer is responsible for the number of participants, which must not exceed the number of seats allowed for each room. LeCrans reserves the right to refuse access to participants or to exclude them from the event if their behaviour would be detrimental to the interests of the organiser, the hotel or third parties. The prior agreement of LeCrans is required to put decorative materials and other objects on the walls, doors and ceilings. The organizer is liable for any resulting damages.

10. Print - Advertisements - Media

Prior written authorisation from LeCrans is required for the use of the establishment's logos/images by the organiser. In the event of publication without authorisation from LeCrans, the hotel is entitled to terminate the contract with immediate effect. The organizer is liable for any resulting damages.

11. Food & Beverage

For reasons of hygiene and food safety, the establishment is not able to accept that customers take and consume food not produced by LeCrans' kitchens or a third-party professional caterer previously authorized by LeCrans. Guests are not allowed to cook on the property's premises.

The Hostels and Drinking Establishments Act (LADB) applies to the hotel's business and the hotel complies with the legal requirements. As such, the LADB obliges LeCrans, in particular, to limit the service of alcoholic beverages to people who show signs of intoxication. Under these conditions (in the event of excessive alcohol consumption), LeCrans reserves the right to stop the service of alcoholic beverages to any individual or group of individuals at any time. LeCrans reserves the right to exclude anyone showing signs of intoxication from its premises, or even to call the police if necessary.

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12. Governing Law/Jurisdiction

Swiss law shall apply to the contract and to these T&Cs. The exclusive place of jurisdiction for all disputes is the municipality of Sion, Valais.

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