



## General Terms and Conditions (GT&Cs) for SAC Huts

### 1 Area of Application

The General Terms and Conditions (GT&Cs) are based on the Regulations for Huts and Infrastructure. They apply to all reservations in the official SAC Huts according to Art. 1.3 of the Regulations for Huts and Infrastructure and the SAC Huts listed on [www.sac-cas.ch](http://www.sac-cas.ch).

### 2 Guest Contract and Reservation

2.1 The guest contract is finalised directly and exclusively between the person making the reservation (hereinafter: the guest) and the responsible hut warden; in unattended huts or those attended to by section members between the guest and the hut-owning section.

2.2 Reservations for accommodation and half board become binding for both parties as soon as they are confirmed verbally or in writing. The GT&Cs come into force with each confirmation.

2.3 Credit card details may be requested for accommodation reservations made through the Online Hut Reservation System (OHRS).

### 3. Advance Payment / Deposit

3.1 Each hut warden is entitled to request an advance payment / deposit to secure the reservation. The maximum amount of the advance payment / deposit may be the equivalent of the total value of the booked services. The payment must be transferred by the agreed date, otherwise the reservation will be deemed not confirmed. A refund will only be granted if the contract is cancelled in a timely manner in compliance with the Terms of Cancellation.

3.2 No advance payments may be requested for officially advertised section tours. Sections bear responsibility for any arising compensation in accordance with the Terms of Cancellation.

### 4. Terms of Cancellation / No-Show Charge

4.1 Cancellations, amendments and rescheduling of reservations are accepted free charge until 18:00 hrs 2 days before the booked overnight stay at the latest and shall be made through the OHRS or by telephone.

4.2 In the event of failure to communicate or late communication of cancellations, rescheduled reservations or changes in the number of guests, the hut warden is entitled to charge the no-show fee to the credit card on file, or else issue an invoice.

The maximum amount of the no-show charge may be the equivalent of the total value of the booked and unused services (accommodation and half board). The no-show fee must be clearly communicated to the guest both during the reservation inquiry and when confirming the reservation.

4.3 The no-show charge as specified in Art. 4.2 shall not apply if the guest can prove in writing through documented evidence that it is impossible to use the booked service due to weather events (a confirmed severe weather warning from MeteoSwiss or a confirmed avalanche hazard level rise in the SLF Avalanche Bulletin compared to the previous day) for the route and day in question. The hut warden must be informed by 18:00 hrs on the day prior to the date of the booked overnight stay.

4.4 Art. 4.1, 4.2 and 4.3 also apply in the event of early departure.



## **5. Withdrawal by the Hut Warden**

The hut warden may withdraw from the contract under the following conditions:

- Force majeure or other circumstances beyond the control of the hut warden.
- Guest clearly violates the SAC hut rules during his or her stay;
- The purpose or reason for the stay is in breach of the law.

In the event of a contract withdrawal by the hut warden for the aforementioned reasons, the guest shall not be entitled to compensation for damages incurred. Payment for the booked services remains due in principle within the scope of the Terms of Cancellation, except in cases of force majeure.

## **6. Obligation of Identification**

6.1 Discounted overnight rates for SAC members and members of reciprocating organisations shall only be granted upon presentation of a valid identity card.

6.2 Free overnight stays for mountain guides practicing their profession shall only be granted upon presentation of a valid IVBV credentials as well as the membership card of the SAC or a reciprocating organisation.

## **7. Payment**

7.1 Charges for board and accommodation are to be paid on the day of departure at the latest. Payment by credit card, electronic transfer (e-payment) or foreign currencies is only possible upon availability and prior agreement.

7.2 In unattended SAC huts, payment must be made in cash in the designated cash box or via bank transfer within 10 days of the stay.

## **8. Exclusion of Liability**

All written and verbal information (e.g. on route, avalanche and weather conditions, route information etc.) is provided by the hut wardens with the greatest possible diligence and to the best of their knowledge and experience. However, the hut wardens do not assume any liability for the information provided. All decisions made regarding tours, routes etc. are the guest's sole responsibility. Any liability of the hut wardens or the SAC for damages of any kind incurred by the guest as a result of information or advice provided is excluded.

## **9. Applicable Law and Place of Jurisdiction**

The General Terms and Conditions for SAC Huts are governed by Swiss law. The place of jurisdiction is the municipality in which the hut is located.

*The General Terms and Conditions for SAC Huts were approved by the General Assembly on 29 August 2020 and enter into force on 1 November 2020.*