



## General Terms and Conditions (GT&Cs) of Vermigelhütte

### 1 Area of Application

The General Terms and Conditions (GT&Cs) apply to all reservations in the Vermigelhütte and are based on the Regulations for Huts and Infrastructure SAC.

### 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 hut warden of the Vermigelhütte.

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 For accommodation reservations made through the Online Hut Reservation System (OHRS) in the Vermigelhütte it is obligatory to provide credit card details.

### 3. Advance Payment / Deposit

3.1 The hut warden of the Vermigelhütte 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 of the Vermigelhütte is entitled to charge a fee to the credit card on file. The terms of cancellation of the Vermigelhütte are as follows:

Up to 2 days at 6 pm before arrival	free of charge
from 2 days after 6 pm before arrival	CHF 25 per person and per night
from 1 day after 6 pm before arrival	CHF 50 per person and per night
No show	CHF 50 per person and per night

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 of the Vermigelhütte 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 to early departures and cancellations due to accident or illness.



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

The hut warden of the Vermigelhütte 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**

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.

## **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 warden of the Vermigelhütte with the greatest possible diligence and to the best of their knowledge and experience. However, the hut warden of the Vermigelhütte does 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 warden of the Vermigelhütte 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 of the Vermigelhütte are governed by Swiss law. The place of jurisdiction is the municipality in which the hut is located.

City / date: Zofingen, 01.01.2025

Hut warden: Franziska Scherrer, Hüttenchefin