

## **General Terms & Conditions (GTC) for online bookings «rent»**

### **Mediation of Services**

Engadin St. Moritz Tourismus AG (ESTM AG) mediates services of the sporting goods rental companies via the sales platform Ferienshop on behalf and for the account of the respective sporting goods rental companies (hereinafter referred to as rental companies).

### **Reservation**

The guest receives the reservation notice immediately after the reservation has been made. Upon payment, the guest receives the reservation confirmation and the vouchers (payment receipts), which authorize them to use the reserved services. The vouchers must be presented by the guest together with an identification document (identity card, passport, etc.) to the respective landlord.

### **Payment**

Credit card payments on behalf of the landlords will be collected by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Switzerland ("TREKKSOFT"). TREKKSOFT will appear as TREKKSOFT TOUR BOOKING on your credit card statement. The domain where you enter and process your payment is owned and operated by TREKKSOFT. Please email [support@payyo.ch](mailto:support@payyo.ch) for all inquiries regarding your credit card payments and refunds.

### **Cancellation of the Reservation**

If the guest wishes to cancel a reservation, for whatever reason, the terms and conditions of the respective landlord apply.

### **Complaints**

All information about the landlords, their services, and prices has been compiled by us on site with the greatest possible care. The service descriptions and prices are binding. ESTM AG cannot accept any liability for changes that have occurred without our knowledge after this information went to press, nor for possible transmission and printing errors. In case of proven deficiencies, ESTM AG must be informed immediately if complaints cannot be settled amicably between the service provider and the guest. In these cases, ESTM AG will try to make a proper investigation of the services which are the subject of complaint and to find satisfactory solutions. If the vacation guest does not use his booked service or the equivalent alternative proposed to him, no refund of payments made will be made. Likewise, in such cases, any further claims for damages are excluded. ESTM AG expressly points out that complaints can only be considered after notification within 72 hours after the use of the service. These claims must also be made in writing to ESTM AG within 10 days after the end of the stay, otherwise any claim for damages expires.

### **Force Majeure**

In the travel business, extreme cases can always occur which cannot be foreseen. If force majeure, environmental disasters, or forces of nature prevent ESTM AG from mediating, ESTM AG is entitled to cancel bookings without compensation. If other reasons, which are also beyond ESTM AG's control, prevent the provision of services, ESTM AG can make re-bookings or, if necessary, cancel a booking. In case of cancellation, any amounts paid will be refunded, but there are no further claims.

### **Liability**

The lessors decline any liability for accidents that occur during the rental period. Accident and liability insurance is the responsibility of the guest. The general terms and conditions of the respective landlords apply. In all other respects, ESTM AG expressly rejects any liability. For any disputes arising from these conditions, St. Moritz is the place of jurisdiction, Swiss law is applicable.

St. Moritz, September 2021

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