

# General Terms and Conditions (GTC) for Capanna Adula UTOE

### **Field of application**

These General Terms and Conditions apply to booking enquiries and reservations at the Adula Hut UTOE (hereinafter referred to as the "Hut").

#### 2. Accommodation contract and booking

**2.1** The accommodation contract is concluded directly and exclusively between the person making the booking (guest) and the hut warden responsible for the hut.

**2.2** Overnight stays at the hut must in principle be booked. Reservations not only guarantee a bed but also facilitate planning of the hut manager.

**2.3** For each person or group, a reservation must be made by telephone or in writing (e-mail) with the contact details of the hut or the hut warden. Reservations shall be binding for both parties if confirmed verbally or in writing. These General Terms and Conditions shall apply in full after all confirmations.

#### 3. Advanced payments

**3.1** In order to secure bookings, the hut is entitled to request a deposit up to the amount of the cost of the booked services. This advanced payment must be credited within the specified period, otherwise the booking shall be cancelled. Any reimbursement shall only take place in the event of timely withdrawal from the contract in accordance with the Conditions of Cancellation.

**3.2** No advance payment shall be made for officially announced section tours. Sections of Alpine Clubs with a right of reciprocity undertake to pay compensation in accordance with the Conditions of Cancellation.

## 4. Cancellation Conditions / Fees for No-Show

**4.1** Cancellations, modifications and deferrals of bookings are not subject to costs if notified by telephone or via the online booking form at the latest by 18:00 two days prior to the booked date.

**4.2** For cancellations or postponements not notified or announced late, the hut warden is entitled to charge compensation, the maximum amount of which may be the equivalent of the value of the booked and unused services.

The rates applied in the event of a late change or cancellation are as follows:

- From 6 p.m. two days (48 hours) before the booked date: Rate of CHF 25.- per person per night.
- From 6 p.m. one day (24 hours) before the booked date: Rate of 50.- Chf per person and per night.
- NOT announced: Rate of 50.- Chf per person and per night.

**4.3** No-show fees pursuant to Art. 4.2 shall won't be forfeited if the Guest provides written proof that the use of the booked services was made impossible due to weather conditions (confirmed severe weather warning from MeteoSwiss or confirmation of an increase in the avalanche danger level compared to the previous day in the SLF bulletin) for the planned route and day. The hut warden must be informed by 6 p.m. the previous evening for overnight stays booked by telephone on +41 77 459 96 11.

**4.4** Articles 4.1, 4.2 and 4.3 also apply in the case of early departures.

### 5. Duty of identification

**5.1** Member rates shall only be charged on presentation of valid proof.

**5.2** In order to benefit from the reduced rates, valid and appropriate identification must be presented voluntarily.

**5.3** Free overnight stays for guides in the exercise of their profession shall only be granted on presentation of a valid UIAGM membership card as well as the UTOE/FAT membership card or membership of an association with reciprocal rights.

#### 6. Arrival at the hut

**6.1** On arrival at the hut, guests are requested to announce themselves in order to be allocated a bed and to receive general information on the operation of the hut.

**6.2** Dinner is served at 19:00 and can be brought forward to 18:30 in consultation with guests. We strongly recommend that guests arrive early so that they can be accommodated in the hut.

**6.3** For guests announcing an arrival after 19:00, a later service can be negotiated if the activities of the hutwarden and the hut are not too buisy.

### 7. Prices and payment

**7.1** All prices quoted are in Swiss francs (CHF) and include value added tax (VAT). Price changes are reserved.

**7.2** Overnight stays and meals must be paid in cash at the hut at the latest on the day of departure. Payment by credit cards and electronic ways is only possible subject to availability and prior confirmation.

**7.3** During the period when the hut is unattended, the price of overnight stays shall be paid in cash using the cash box or by payment slip.

#### 8. Exclusion of responsibility

**8.1** All written and verbal information (e.g. on the hiking conditions, weather and avalanche situation, routes, etc.) shall be provided by the hut manager to the best of his knowledge and belief. However, the hut managers do not accept any lresponsability in this respect. All decisions regarding trips, excursions, etc. are on the responsibility of the guest. The responsability of the hut keepers for damages of any kind incurred by the guest as a result of the use of this information is completely excluded.

**8.2** Mountaineering is carried out with the appropriate equipment and knowledge of the discipline. We recommend that guests inform themselves in advance about the planned route and its conditions. In case of doubt or limited experience it is advisable to contact a professional mountain guide (UIAGM qualified mountain guide) or to attend a mountaineering training course offered by the UTOE Bellinzona section.

### 9. Applicable Law and Place of Jurisdiction

These General Terms and Conditions for the Adula Hut UTOE are subject to Swiss law. The place of jurisdiction is the municipality where the hut is located.

Place / Date: Gryon 10.03.2023 The Hut wardens : Ciril Noto and Lisa Foletti *The following general terms and conditions are valid from 2023 and in force until the next update*