

GENERAL TERMS AND CONDITIONS – ONLINE BOOKING PLATFORM www.la-gruyere-booking.ch

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The General Terms and Conditions of the online booking platform www.la-gruyere-booking.ch comprise the General Terms and Conditions of Use, the General Terms and Conditions for Visitors and the Legal Notices. Together they form the "General Terms and Conditions". By using the platform www.la-gruyere-booking.ch, you agree to be bound by these General Terms and Conditions. If you refuse to be bound by these General Terms and Conditions, you may not use the platform www.la-gruyere-booking.ch and must leave it without fail.

I. GENERAL CONDITIONS OF USE

1. Definitions

A User is any natural person or legal entity who visits and/or uses the platform www.la-gruyere-booking.ch.

A Visitor is any natural person over the age of majority, who is capable of making a judgement and/or has legal capacity to enter into a contract and who books an Activity offered by a partner of La Gruyère Tourisme on the platform www.la-gruyere-booking.ch.

A Partner is any natural person or legal entity who proposes an activity or a touristic service on the platform www.la-gruyere-booking.ch.

An Activity is any cultural, sporting or leisure activity offered by La Gruyère Tourisme on the platform www.la-gruyere-booking.ch.

2. General remarks

The platform www.la-gruyere-booking.ch is the property of La Gruyère Tourisme (hereinafter "LGT"). www.la-gruyere-booking.ch is an online booking platform for the sales of touristic activities and souvenirs.

The purpose of the platform is to facilitate the planning of the visitor's stay in La Gruyère and to propose an additional buy and sale canal for the visitors and the partners.
The platform must not be used for illegal or harmful purposes.

LGT reserves the right to amend these General Terms and Conditions at any time. Should a new version of these General Terms and Conditions be produced, the version that applies to any User shall be the one in effect at the time of their booking. The French version of these General Terms and Conditions shall be deemed authoritative.

3. Formation of the contract and services

The definition and publication of an Activity on the platform constitute a precontractual offer.

A contract of sale is formed between the Partner and the Visitor once the Visitor's registration for an Activity has been confirmed.

The subject of the contract is on the one hand, the organisation and delivery of the Activity offered by the Partner and their participation in said Activity, and on the other, the price paid by the Visitor for their participation in the Activity selected. The price is the price shown on the platform for the Activity selected.

The Partner and the Visitor undertake to comply with the terms and conditions of this contract. The terms and conditions of the contract are first, those shown in these General Terms and Conditions and secondly, those defined in the "Activity Description" offered by the Partner on the platform.

The role of LGT is solely as an intermediary to publicise the Activity or Activities offered by the Partner(s). Any contract relating to the delivery of an Activity is formed directly between the Visitor(s) and the Partner(s) concerned at the time of booking.

LGT cannot be considered as a contracting party between the Visitor and the Partner and accepts no responsibility for the quality and delivery of the Activities offered.

4. Price, booking fees and commission

The price shown on the platform is the price requested by the Partner for an Activity. Prices are shown per person and inclusive of all taxes, including commission and booking fees payable to the LGT.

LGT receives a commission and booking fees in return for the use of the platform. Commission is set at 15% of the total price. These are paid at the point of making a booking on the platform.

The amount of commission payable is subject to change. In this case, Partners will be notified six months before the new commission comes into effect.

5. Payment terms and methods

Financial transactions are managed by SIX Payment Services SA (hereinafter «SPS»). These services are offered on the platform as a means of paying for an Activity. No other payment method is offered on the platform.

The Visitor agrees to be bound by the CGU of SPS when he uses the SPS payment method on the platform.

Payment for the activity by the Visitor is made by bank card (Visa, MasterCard) at the time of booking. The amount is stored in electronic form in the electronic currency account opened in the name of the Visitor through the SPS payment module.

Once the Activity is complete, the Partner receives the amount due in their electronic currency account, minus the commission and booking fee payable to the platform in the month following the date of the Activity concerned. Payment must be made to the bank account indicated by the Partner.

6. Cancellation and refund conditions

6.1. Cancellation by the Visitor

Once confirmed, the booking is firm and non-refundable. The amounts paid by the Visitor are due and will be paid to the Partner and LGT.

6.2. Cancellation by the Partner

The Partner undertakes only to cancel the Activity for legitimate reasons. The Activity may also be cancelled if the weather conditions would make it dangerous to proceed with the Activity.

In these cases, the Visitor will be fully reimbursed for the sum paid for the Activity, including the booking fees and commission payable to the UFT.

7. UFT liability and guarantee

7.1. Exclusion of LGT's liability in relation to the platform

LGT may not be held liable for any error, omission, interruption, deletion, any defect or delay in operation or transmission, any theft or destruction or unauthorized access or any problem in communication with any User.

LGT does not guarantee the continued availability of the services it offers and may temporarily suspend access to its services, in particular for technical or maintenance reasons; no entitlement to compensation will arise as a result.

7.2. Exclusion of the LGT's liability in respect of the Activities themselves

LGT declines any liability in the case of an accident.

The organisation, completion and participation of Partners and Visitors in the Activities offered on the platform are their sole responsibility.

LGT is not responsible for the performance or quality of the Activity.

7.3. Exclusion of the LGT's liability in respect of the regulations applicable to an activity

The User undertakes to comply with the regulations in effect, including but not limited to, tax, administrative, social and civil legislation, which may be applicable to them as a Partner, Visitor or simply as a User.

LGT may not be held liable for any breach of the applicable regulations by a User.

In the event of a dispute between the Partner and the Visitor resulting from the failure by one of said Parties to comply with its contractual obligations, LGT may not be held liable in any way.

8. Complaints

The Partner and the Visitor undertake to comply with the particular stipulations referred to in the Activity Description published on the platform.

Should a Partner have failed to fulfil or only partially fulfilled its obligations towards their Visitor, the Visitor may, up to five (5) days following the completion of the Activity, make a complaint, explaining their reasons and the details of the situation, by sending an e-mail with the date and references for the Activity to info@la-gruyere.ch. The period of five (5) working days begins on the first working day following the completion of the Activity.

If the complaint against the Partner is found to be justified, LGT will decide to refund the Visitor's payment fully or in part (including the platform's commission and booking fee) as soon as possible.

Any other complaints related to an Activity, the behaviour of a Visitor or Partner or the use of the platform must also be sent to info@la-gruyere.ch.

9. Exclusion – deregistration

LGT reserves the right to remove the User's access to the platform unilaterally and without prior notice should they fail to comply with the General Terms and Conditions.

Should a User decide to deregister from the www.la-gruyere-booking.ch platform, they must write to "La Gruyère Tourisme, www.la-gruyere-booking.ch, Place des Alpes 26, CP 593, 1630 Bulle" or "info@la-gruyere.ch". Their account will be deactivated within five (5) working days following receipt of their e-mail or letter. Bookings that have already been accepted or confirmed will, however, remain in place. Otherwise, in the event of deregistration by the Partner, the commission and booking fees will be payable by the Host.

10. Applicable law and jurisdiction

Only Swiss law will apply. In the event of a dispute, the place of jurisdiction will be Bulle (Switzerland).

II. GENERAL TERMS AND CONDITIONS FOR VISITORS

1. Creation of a Visitor account and booking Activities

In order to book an Activity, the Visitor must first create an account and complete the required information. The Visitor guarantees that this information is complete, accurate and honest. The Activities published on the platform are defined and proposed by Partners. Before booking an Activity, the Visitor must read the Activity Description and, if necessary, obtain information directly from the Host concerned.

A Visitor who registers for an Activity will receive an automated e-mail confirming that their booking has been registered. If they do not receive said e-mail, it is the Visitor's responsibility to check with info@la-gruyere.ch.

Payment must be made according to the payment terms stipulated in the General Conditions of Use 1.5 above.

Once the e-mail confirming the registration has been received, the Visitor and the Partner are bound by a contract of sale.

2. Specific commitments for Visitors

The Visitor undertakes to:

- arrive at the designated location on time, if specified in the Activity Description;
- comply with the special conditions stipulated by the Partner in the Activity Description as shown on the platform (including, for example, minimum age, level of physical condition, equipment, etc.);
- comply with instructions given by their Partner during the course of the Activity.

3. Visitors' responsibilities and insurance

By registering for an Activity, the Visitor confirms that they are covered by all the necessary types of insurance at a sufficient level to participate in the Activity concerned. They accept the risks inherent in taking part in the Activity (damage to equipment, contamination, accidents, etc.).

The Visitor acknowledges that their participation in the Activity is at their own risk and under their own responsibility.

The Visitor undertakes to comply with the particular stipulations referred to in the Activity Description published on the platform. If a Visitor does not meet a requirement for participating in the Activity offered by the Partner, the latter may refuse to allow the Visitor to take part and the Visitor will not receive a refund. LGT declines any responsibility if the Partner agrees that a Visitor who does not fulfil the conditions required for the proposed Activity may participate.

Visitors will be held liable by the Partner and LGT should they refuse to pay for the Activity without justification.

III. GENERAL TERMS AND CONDITIONS FOR PARTNERS

1. Creation of a Partner account and listing an Activity

In order to become a Partner, the future Partner must agree to the cooperation agreements with LGT (description of the operation and the prices conditions).

The Partner undertakes to control the description on the platform regarding the content of the proposed Activity. If needed, the Partner undertakes to describe accurately and in detail, indicating precisely all the elements included and the conditions for taking part (in particular physical condition, age, equipment, etc.). The information about the Activity and the conditions for participation form the "Activity Description".

Once the Activity has been validated by LGT, the future Partner will be sent a log-in by e-mail. With the log-in, the partner can access the bookings / orders.

The Partner guarantees that all the information they publish on the platform is complete, accurate, honest and up to date.

A Partner may offer several types of Activity on the platform.

LGT reserves the right to correct any errors in the information about the Activity directly on the Partner's account without prior notification.

2. Partner's commitments

The Partner undertakes to:

- comply with the particular stipulations referred to in the Activity Description published on the platform;
- ensure that the Activity lasts at least as long as the time announced in the Activity Description on the platform;
- only cancel the Activity on legitimate grounds;

Moreover, the Partner guarantees the veracity of the information contained in the Activity Description and their profile.

3. Partner's responsibilities and insurance

The Partner will ensure Visitors' safety and must have sufficient and appropriate insurance for the Activity offered. Insurance cover must be appropriate for the proposed Activity, in particular with regard to the level of risk.

The Partner confirms that they have all the authorisations of any kind necessary to run each of the Activities they are offering on the platform and are up to date with their statutory obligations (including tax, social security and insurance requirements).

The Partner acknowledges and accepts that acting as a Host entails certain risks (damage to property, contamination, etc.).

4. Compliance with legislation in effect

The Partner undertakes to comply with administrative, tax, social and any other regulations that could apply to them with regard to the Activity offered.

The Partner undertakes not to offer any Activity that would be contrary to public order or any local, co-ownership or other regulations to which they may be subject.

Should the Partner need to hire someone to help run their Activity, they undertake to comply with the applicable legal requirements, in particular in respect of employment law and social insurance (AVS (old age and survivors), 2nd pillar, accident insurance, etc.).

According to Swiss federal law, if the profits made by a Partner exceed CHF 2,300 per year, they must be affiliated with an AVS insurance fund for the normal deduction of social-security contributions.

Depending on their status, Partners may be subject to VAT. They undertake to declare the VAT collected in their VAT calculation.

Partner are also responsible for the payment of all other taxes and dues applicable to the proposed Activities.

IV. LEGAL NOTICES

NON-LIABILITY CLAUSE / DECLARATION ON DATA PROTECTION ON THE PLATFORM

1. Copyright and trademarks

The content of all pages on the website www.la-gruyere-booking.ch is legally protected by copyright. All rights are held by LGT or the partners. The elements of the website www.la-gruyere-booking.ch are accessible to the public for browsing only. Photocopying any or all of the documents in written or electronic form is only authorised with express reference to www.la-gruyere-booking.ch. Reproducing, communicating, modifying, combining or using the website www.la-gruyere-booking.ch for commercial or dissemination purposes without LGT's prior written permission is prohibited. All names and logos shown on the website www.la-gruyere-booking.ch are registered and protected trademarks. The website www.la-gruyere-booking.ch is designed so that no right or licence may be granted for the

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2. Absence of guarantee

Although LGT makes every effort, in good faith, to guarantee the reliability of the information found on the website www.la-gruyere-booking.ch at the time of its publication, neither LGT nor its contractual partners can formally certify or confirm, either explicitly or implicitly (including in respect of third parties) the accuracy, reliability or completeness of the information found on www.la-gruyere-booking.ch. The opinions expressed and other information found on the website www.la-gruyere-booking.ch may be modified at any time without prior warning. LGT declines any responsibility and offers no guarantee whatsoever that the functions available on the website www.la-gruyere-booking.ch will never be interrupted, or with regard to the absence of viruses or other harmful elements in the browser concerned.

LGT cannot be held liable in the case of a failure of the payment service provided by its partner.

3. Limitation of liability

LGT declines any responsibility for any direct, indirect or consequential damage that may result from access to the elements of the website www.la-gruyere-booking.ch or their use, in respect of the impossibility of accessing them or using them or as a result of connecting to other websites.

4. Connection (links) to other websites

The website www.la-gruyere-booking.ch contains links to third-party websites that may be of interest to you. By clicking on these links, you may either leave the website www.la-gruyere-booking.ch or windows of third-party sites may appear in the environment of the website www.la-gruyere-booking.ch. LGT has no control over third-party websites linked to the site www.la-gruyere-booking.ch and cannot under any circumstances be held liable for the content or operation of said websites. This applies regardless of whether you leave the environment of the website www.la-gruyere-booking.ch by clicking on a link or a third-party site appears in the environment of the website www.la-gruyere-booking.ch, even if in this case, the publisher of the information shown on the third-party site is not clearly indicated. Any risk or danger arising from connecting to or viewing third-party sites is the user's sole responsibility.

5. Data protection

Data protection is a priority for LGT. As a User of the platform, you decide which information you choose to share. In general terms, no personal data concerning you is recorded on www.la-gruyere-booking.ch after your visit unless you have expressly authorised it. In some cases, you will need to provide your name and contact details; when information of this kind is required, you will be informed appropriately. Data received via the internet or e-mail will be processed on the basis of complete confidentiality. Please note that these data are given to the service providers cited. Furthermore, LGT reserves the right also to use your details for its marketing purposes. Any other use of your personal data, in particular sale to third parties, is expressly excluded.

6. Google Analytics

This site uses Google Analytics, a website analysis service provided by Google Inc. ("Google"). Google Analytics uses cookies, which are text files placed on your computer to help the website analyse the use of the site by its users. The data generated by cookies concerning your use of the site (including your IP address) will be sent and stored by Google on servers located in the United States. Google will use this information to evaluate your use of the site, compile reports on site activity for its publisher and provide other services relating to activity on the site and use of the internet. Google may communicate these data to third parties if legally required to do so or when said third parties process these data on behalf of Google, including among others, the publisher of the site. Google will not cross-reference your IP address with any other data held by Google. You may disable the use of cookies by selecting the appropriate settings in your browser. This may, however, prevent you from using certain site functionalities. By using this website, you expressly agree to your personal data being processed by Google in accordance with the conditions and for the purposes described above.

7. Cookies

Cookies are codes that a server saves onto your hard disk to identify you on protected database systems more effectively. You can, however, adjust your browser settings to warn you when you receive a cookie or to refuse them automatically. You therefore decide whether or not to accept a cookie. However, refusing cookies means that you will not be able to open an account on www.la-gruyere-booking.ch or place orders online.

8. General

This page was last updated on 27th June 2018. If you have any questions or comments regarding our legal notices or data protection, please contact info@la-gruyere.ch.

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