

# General terms and conditions of sale (GTCS) of the Gruyère Pays-d'Enhaut Regional Nature Park

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Introductory note: for the sake of clarity, customer refers to both men and women.

## 1. Scope of Application

- a These general terms and conditions govern the contractual relationship between the customer and the Parc naturel régional Gruyère Pays-d'Enhaut (hereinafter referred to as Parc Gruyère Pays-d'Enhaut). They apply to services, group bookings, and any other offer – particularly related to products – provided by the Parc Gruyère Pays-d'Enhaut.
- b By confirming their booking or purchase, the customer accepts these general terms and conditions. The detailed provisions are governed by Section II of these general sales conditions.
- c A distinction must be made between services provided directly by the Parc Gruyère Pays-d'Enhaut and services offered by the latter on behalf of third parties. If the Parc Gruyère Pays-d'Enhaut is the service provider and thus the contractual partner, these general conditions apply. If it is an agent, the general conditions of the third-party supplier apply. The detailed provisions are governed by Article 3 of these general conditions. Each offer explicitly states who the contractual partner is.
- d The provisions of the Federal Law on Package Travel apply to package tours, except for the provision on liability mentioned in Article 2.5d of these general terms and conditions. A package tour refers to a combination of transport and accommodation or any other essential service, offered at a total price, lasting more than 24 hours or including an overnight stay.

## 2. The Parc as the Organizer

If the Parc Gruyère Pays-d'Enhaut acts as the organizer, the contract between it and the customer will be concluded according to the following provisions:

### 2.1 Conclusion of the Contract and Services

- a The offers presented on the Parc Gruyère Pays-d'Enhaut website or other communication platforms are considered non-binding offers. By making a reservation/order (verbally, in writing, or online), the customer makes a firm offer to the Parc Gruyère Pays-d'Enhaut to establish a contract. The contract between the customer and the Parc Gruyère Pays-d'Enhaut is concluded at the moment the booking confirmation (verbally, in writing, or online) is issued by the Parc Gruyère Pays-d'Enhaut, and becomes effective at that point.
- b By making a reservation, the customer unreservedly accepts these general terms and conditions, the privacy policy (see Article 5.1), and the prices set at the time of booking.
- c If services are reserved for other participants, the person making the reservation is considered the contractual party and is responsible for payment and compliance with the obligations of all participants.
- d The scope of services is specified in the service description provided with the booking confirmation.

## **2.2 Payment Conditions / Price**

- a All prices are expressed in Swiss francs (CHF), including all taxes. The prices indicated in the booking confirmation are final.
- b In the case of late payment, the Parc Gruyère Pays-d'Enhaut, as the contractual partner, may suspend all services, terminate the contract, and claim any cancellation fees in accordance with Section 4 of these general terms and conditions.

## **2.3 Cancellation and Modification of the Contract by the Customer**

- a The customer must communicate any cancellation or modification of a service that has already been confirmed, either orally or in writing.
- b The number of people indicated in the contract is binding. A number of people exceeding the number specified in the contract may only participate in the service with the express consent of the Parc Gruyère Pays-d'Enhaut and against appropriate payment. If fewer people than the number stated in the contract participate in the service, the full price indicated in the contract remains due.
- c If the customer cancels the service before it begins, the following cancellation fees apply:
  - Up to 7 working days before the service begins: 0% of the total price.
  - From 3 to 7 working days before the service begins: 50% of the total price.
  - After this period (less than 3 working days before the service begins): 100% of the total price.

The date the Parc Gruyère Pays-d'Enhaut receives the cancellation is considered valid. If the cancellation is received on a Saturday, Sunday, or public holiday, the following working day will apply.

In addition to the above cancellation fees, a processing fee of CHF 50.00 will be charged for packages and for services intended for groups, companies, and schools, regardless of the cancellation period.

- d The customer's no-show will be treated as a cancellation on the same day, as specified in Article 2.3 c.
- e If the reserved service cannot be used, it is generally possible to designate a replacement person who will take over the service under the same conditions. The replacement person is jointly responsible for payment with the person who made the reservation.
- f The customer is responsible for their transportation to the service location. In case of late arrival, no refund will be made, and the full price will be charged.

## **2.4 Cancellation and Modifications of the Contract by the Parc Gruyère Pays-d'Enhaut**

- a The Parc Gruyère Pays-d'Enhaut commits to correctly performing the services outlined in the contract.
- b If the execution of a service is made difficult or impossible due to force majeure (e.g., ecological disaster, natural event, epidemic, etc.), or due to any decision made by the authorities or a strike, the Parc Gruyère Pays-d'Enhaut has the right to cancel the reservation. The price already paid will not be refunded. Any other claims by the customer are excluded. The option to take out travel insurance to cover these types of force majeure events remains the responsibility of the customer.
- c If other reasons beyond the control of the Parc Gruyère Pays-d'Enhaut prevent the service from being carried out, the Parc Gruyère Pays-d'Enhaut may choose to cancel the offer or find an equivalent replacement solution. In case of cancellation, the full price will be refunded.
- d If, after the conclusion of the contract, the service becomes impossible for reasons solely attributable to the Parc Gruyère Pays-d'Enhaut, or if it is canceled by the latter, any payments already made by the customer will be refunded. Any outstanding claims the Parc Gruyère Pays-d'Enhaut may have against the customer, resulting from the canceled reservation, will be annulled.

- e Certain events organized by the Parc Gruyère Pays-d'Enhaut may be based on a minimum number of participants. If this number is not reached, the Parc Gruyère Pays-d'Enhaut has the right to cancel the reservation after the registration deadline. Participants will be informed in due time, and any payments already made will be refunded.
- f If an event is canceled due to the customer's fault, no refund request will be accepted.

## 2.5 Liability

- a When acting as an organizer, the Parc Gruyère Pays-d'Enhaut can only be held liable for intentional faults and gross negligence. Any liability for minor negligence or for auxiliary personnel is excluded. The Parc Gruyère Pays-d'Enhaut can in no case be held liable for faults committed by the customer or a third party. Any liability for loss of profits or other consequential, direct, or indirect damages is excluded.
- b Personal insurance (including accident, illness, travel, liability, damage to baggage, and loss of baggage) is the responsibility of the customer. The Parc Gruyère Pays-d'Enhaut disclaims all liability.
- c The Parc Gruyère Pays-d'Enhaut assumes no responsibility for items brought by the customer, rented, or made available by the customer.
- d In the case of package holidays, the Parc Gruyère Pays-d'Enhaut is liable for personal injury caused to customers for whom a reservation has been made, within the limits of applicable legal provisions. For other damages (such as material damage and purely financial losses), the Parc Gruyère Pays-d'Enhaut's liability is limited, per customer, to twice the price of the package holiday, unless the damage was caused intentionally or by gross negligence.

## 2.6 Reimbursement of Transportation

- a As part of the sale of a package for the **Tour of the Old County of Gruyère**, the Parc reimburses the public transportation expenses incurred between the customer's home (or the point of entry into Switzerland) and the departure location of the package.
- b Reimbursement is made upon presentation of a valid public transport ticket and corresponds to the actual cost of the journey in 2nd class, up to a limit of 80 CHF per person per trip. In the case of a 1st class ticket or use of a general subscription, the reimbursement amount is determined by the Parc's staff based on the information and fares available on the website [www.cff.ch](http://www.cff.ch).
- c The Parc reserves the right to modify or interrupt this offer at any time, without prior notice or justification.

## 3. Parc Naturel as an Intermediary

- a If the Parc Gruyère Pays-d'Enhaut offers third-party services as an intermediary, the contract regarding the content of the third-party service is concluded between the client and the respective organizer. The Parc Gruyère Pays-d'Enhaut is not considered a contractual party. Third-party services are subject to the contractual terms of the service provider. Third-party services presented on the website or any other platform of the Parc Gruyère Pays-d'Enhaut are considered as third-party offers with no commitment.
- b The third party, as the contractual partner of the client, is solely responsible for the execution of the contract. The Parc Gruyère Pays-d'Enhaut does not offer any guarantee regarding the proper execution of this contract. Any claims must be addressed exclusively and immediately to the third party.
- c In case of cancellation, the general terms and conditions or the refund conditions of the partner shall apply.
- d The Parc Gruyère Pays-d'Enhaut is in no way responsible for any damages suffered by the client in connection with a third-party service. Any claims for damages must be addressed to the third party.

#### 4. General Terms and Conditions of Sale for Products and Merchandise

- a The sale of products refers to all orders placed for local products, platters, picnics, Parc packages. Merchandise refers to **all promotional materials from the Parc, such as pocket knives, tote bags, carafes, etc.** Products and merchandise can be ordered by email, phone, or directly through the Parc website's order form.
- b The client's order is placed by submitting the order form directly, by email, or by phone. It is considered a legally binding offer to the Parc Gruyère Pays-d'Enhaut, committing the client for **one week**. After submitting the order, an acknowledgment of receipt is sent, which has no legal effect.
- c The sales contract is concluded:
  - Upon sending a valid confirmation of the order via email.
  - Upon making the ordered products available for shipment to the client.
- d Before this, the Parc Gruyère Pays-d'Enhaut is free to reject all or part of the order without justification. It disclaims any responsibility in this regard, as permitted by law. If payments have already been made for the ordered products, the amount will be refunded.
- e Orders are generally processed from Monday to Friday.
- f The shipping time may vary, ranging from 2 to 5 working days. Postal deliveries are made exclusively to the addresses in Switzerland provided by the client.
- g The delivery date is communicated by email in the order confirmation. This is not a due date within the meaning of Art. 102 para. 2 of the Swiss Code of Obligations (CO). Delays only occur upon receipt of a written warning from the client. In all cases, an additional two-week period is granted to the Parc Gruyère Pays-d'Enhaut for subsequent delivery.
- h For shipping fees, the general rates of Swiss Post apply. They generally depend on the quantity, size, and weight of the product. Packaging fees are included in the displayed price.
- i As a general rule, payment is made by invoice. Invoices must be paid in Swiss francs within 30 days from the receipt of delivery. This day is considered the due date under Art. 102, para. 2, CO, meaning the client is automatically in arrears without a reminder being sent.
- j A delivery is considered received once it is in the client's sphere of influence (e.g., mailbox, house entrance, first withdrawal option at the Post Office; hereinafter "Delivery").
- k The client agrees to verify the completeness and condition of the goods upon receipt. Any complaints regarding quality or completeness must be communicated to the Parc Gruyère Pays-d'Enhaut immediately, and no later than three days after delivery, in writing (e.g., letter, email, SMS, or other). The client must provide a reason for the complaint and substantiate it (e.g., with photos). Otherwise, the delivery is considered accepted.
- l The client has a right to return the product in the following cases, provided they have reported the complaint within the time frame and provided sufficient evidence:
  - The delivered products are incorrect; or
  - The products are defective, for example because they differ significantly from the description in the online store or because their functionality is significantly reduced.

A return is possible within 14 calendar days from the date of delivery. The postal date will be considered as proof. The product must be returned clean, complete, with any accessories, and, if possible, in its original packaging.

If the Parc Gruyère Pays-d'Enhaut deems the return justified, it will refund the client the sales price already paid, plus the return shipping fees from Swiss Post, or cancel the corresponding invoice.

If the defects are less significant and the product is still usable, the Parc Gruyère Pays-d'Enhaut reserves the right to only offer a partial refund and refuse to accept the return of the product.

**Food products are never accepted for return.** If the client proves that the food items were already damaged at the time of delivery, they are entitled to a full or partial refund of the purchase price.

- m The Parc Gruyère Pays-d'Enhaut is only responsible for direct damages and only if the harmful act is due to gross negligence or intentional misconduct. Indirect damages such as loss of profits and damages resulting from a defect are explicitly excluded from its liability. The Parc Gruyère Pays-d'Enhaut is also not responsible for the actions of transport or shipping companies (e.g., transport damage) or auxiliary personnel who are not employees of the Parc Gruyère Pays-d'Enhaut. In such cases, the client must contact the transport or shipping company or the auxiliary personnel.

## 5. General Provisions

### 5.1 Data Protection

The Parc Gruyère Pays-d'Enhaut is committed to processing personal data in accordance with the provisions of Swiss data protection legislation. The Parc Gruyère Pays-d'Enhaut's data protection statement specifically governs the collection and processing of personal data by the Parc. The client acknowledges having read and accepted this statement, which forms an integral part of these Terms and Conditions. The data protection statement can be consulted on the Parc's website under the [Declaration of confidentiality](#) section.

### 5.2 Copyright

All content on the Parc Gruyère Pays-d'Enhaut's website is protected by copyright. All rights are owned by the Parc Gruyère Pays-d'Enhaut or by third parties. The elements of the website [www.gruyerepaysdenhaut.ch](http://www.gruyerepaysdenhaut.ch) are freely accessible for navigation purposes only. The reproduction of any or all parts of these elements, in any form, whether written or electronic, is only permitted with the express mention of the Parc Gruyère Pays-d'Enhaut. Reproduction, transmission, modification, creation of links, or use of this website for public or commercial purposes are prohibited without the prior written consent of the Parc Gruyère Pays-d'Enhaut.

### 5.3 Dispositions finales

- a Any provision of these terms and conditions that is found to be wholly or partially invalid will be replaced by an equivalent provision that closely aligns with the invalidated provision. The validity of the other provisions will not be affected.
- b The Parc Gruyère Pays-d'Enhaut reserves the right to modify these terms and conditions at any time. The version that is authoritative is available on [www.gruyerepaysdenhaut.ch](http://www.gruyerepaysdenhaut.ch). It applies to all reservations made from the date of publication. The version in effect at the time of the order shall prevail.
- c The relationship between the client and the Parc Gruyère Pays-d'Enhaut is governed exclusively by Swiss law. The legal venue is in Château-d'Œx (Switzerland).

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