



General terms and conditions of business

1. Scope of application

These General Terms and Conditions of Business (GTCB) apply to all bookings made at the “Chez Vrony” restaurant and to all services provided in this connection. Possible terms and conditions of business of the person placing the order/client (referred to below as the “guest”) shall not apply.

2. Conclusion of the contract

The contracting parties are Chez Vrony AG (referred to below as “Chez Vrony”) and the guest. If a third party has acted on behalf of the guest, the guest has joint and several liability with that third party for all obligations arising out of, or in connection with, the booking or the guest’s stay at the Chez Vrony restaurant.

The contract is closed when the request for a booking is accepted by Chez Vrony. If Chez Vrony makes a binding offer to the guest, the contract is closed when the guest accepts the offered table. In both cases, Chez Vrony is at liberty to confirm the booking in writing without that being a necessary requirement for conclusion of the contract. Changes to the content of the contract are binding only when they have been confirmed in writing by Chez Vrony.

3. Services

Chez Vrony undertakes to make the table booked by the guest available and to provide the services agreed with the guest. The booked table shall only be available to the guest for the period of time agreed in each case. Chez Vrony is entitled to determine the maximum number of persons for safety reasons. The maximum capacity of the room stipulated by the fire brigade must not be exceeded.

The booked table may only be made available to guests other than those designated in the booking with the prior consent of Chez Vrony. That consent may be declined without stating reasons and without the guest being released from his payment obligations as a result.

The guest undertakes to pay the currently valid or agreed remuneration to Chez Vrony for the services used by him. This likewise applies to services and disbursements made by Chez Vrony for third parties but occasioned by the guest. All prices are quoted in Swiss francs (CHF). Chez Vrony accepts payments in cash, Maestro and Postcard as well as VISA and Master Card credit cards. Chez Vrony is entitled to change the menu and beverage prices at any time without prior announcement.

4. Cancellation of the table booking and number of participants

A table booking at Chez Vrony can be cancelled free of charge up to 09:00 on the day of the visit by sending an email to info@chezvrony.ch. Thereafter, a cancellation charge of CHF 50.- (including VAT) will be billed for each guest. The same applies in case of no show.

The number of persons originally notified can be reduced free of charge until 09:00 on the day of the visit by sending an email to info@chezvrony.ch. Thereafter, Chez Vrony may charge a fee of CHF 50.- (including VAT) per person deleted from the booking.

5. Liability

Chez Vrony is liable only for damage caused by deliberate intent or gross negligence, as a direct consequence of failure to perform or substantial non-performance of the contractual obligations accepted by Chez Vrony. In so far as Chez Vrony has legal obligations for third parties, Chez Vrony is liable only to the extent that gross negligence of that third party has occurred. Liability of Chez Vrony is excluded if the third party caused the damage deliberately.

Guests are responsible for looking after persons or objects brought with them during the visit to Chez Vrony. To the extent that this is permitted by law, Chez Vrony declines all liability for loss, destruction or damage of or to objects brought by persons or for other damage that has occurred. In particular, Chez Vrony accepts no liability for the guests’ valuables and cash.

Potential claims of the guest for liability are time-barred in full unless the guest reports the damage to Chez Vrony in writing immediately after becoming aware of such damage.

The guest is liable for all damage to the building or inventory of Chez Vrony caused by the guest or by third parties under his responsibility.

6. Cancellation by Chez Vrony

Chez Vrony is entitled to withdraw from the contract with immediate effect if the acceptance, continuation or performance of the contractual relationship is no longer reasonable for Chez Vrony, in particular if force majeure or other circumstances for which Chez Vrony is not responsible make performance of the contract unreasonable, if the booking was made on the basis of misleading statements or misrepresentation of important facts (e.g. concerning the person of the guest) or if there is justified reason to suppose that performance of the contract might endanger the smooth course of business, security or reputation of the other guests or of Chez Vrony. In such cases, Chez Vrony is entitled to withdraw immediately from the contract without generating a claim to compensation on the part of the guest.

7. Final provisions

Unilateral changes or additions made to these GTCB by the guest are invalid.

Should individual provisions of these GTCB be either invalid or null and void, that fact shall not affect the validity of the remaining provisions. If a provision is null and void or invalid, it shall be replaced by another which is as close as possible to the economic purpose of the invalid provision and is effective. A similar procedure shall be followed if a gap is found to exist in these provisions.

The contractual relationship between the guest and Chez Vrony shall be governed solely by Swiss substantive law (to the exclusion of the provisions of conflict-of-law rules). The sole place of jurisdiction is Zermatt.

Legal information and data protection

1. Consent

Please read the following legal information carefully. By accessing the Chez Vrony AG (referred to below as "Chez Vrony") website, you signify your consent to the following conditions. Chez Vrony reserves the right to amend those conditions from time to time.

2. Limitation of liability

The content of the Chez Vrony website is drawn up with the utmost care. However, Chez Vrony gives no guarantee as to the accuracy, complete and up-to-date nature of the information provided and contents of the website. All information is provided without guarantee and no liability is accepted. The contents of the Chez Vrony website may be changed without prior notice. Use of the website does not establish a contractual relationship between the user and Chez Vrony.

3. Links to other websites

By using a link, you may establish a connection between the Chez Vrony website and the websites of other providers (known as "external links"). Chez Vrony has no control over the content and data protection procedures of such external websites and accepts no liability for their correctness, accuracy, complete, truthful and up-to-date nature or suitability for particular purposes. All liability of Chez Vrony for direct or indirect damage caused by use of the contents of the external websites is excluded. The particular operator is liable for the linked websites. The link does not mean that Chez Vrony agrees to the content of the linked sites in every case.

Linking the Chez Vrony website is prohibited without the prior written consent of Chez Vrony.

4. Copyright and registered trademarks

The Chez Vrony website contains images, logos, illustrations and texts which are the property of the Vrony and Max Cotting-Julen family, unless otherwise indicated. They are protected by copyright and/or trademark legislation. Any breach of copyright and/or of registered trademarks may have consequences in civil and criminal law. Use of the contents of the Chez Vrony website by circulation, duplication or modification of any kind is prohibited.

5. Data protection declaration

Chez Vrony undertakes under the terms of the applicable laws, in particular of the Swiss Data Protection Act, to protect personal data and privacy. Chez Vrony uses suitable technical and organisational security measures to protect personal data. In every case, as few items of personal data as possible are processed. The length of time for which personal data are stored is guided by the purpose of the particular data processing and/or by statutory storage obligations.

When the Chez Vrony website is visited, data such as the IP address of the requesting computer, the date and time of access are ascertained and stored. Such data are gathered and processed for the sole purpose of enabling the Chez Vrony website to be used, improving the Internet offering or for internal statistical purposes. Visitors to the Chez Vrony website have the opportunity to use an order form to place orders for souvenirs from the Chez Vrony shop. For that purpose, Chez Vrony requires the visitor's first name and surname, address, telephone number and email address. Such data are used for the sole purpose of satisfying the visitor's order in the best possible way. Visitors to the Chez Vrony website likewise have the possibility of requesting a password by telephone or by email in order to view the menu and photos of Chez Vrony.

Chez Vrony accepts table bookings by telephone or online. The visitor's first name and surname, address, telephone number, email and possibly credit card details are required for that purpose. These data and any other information given voluntarily by the visitor are processed by Chez Vrony to record the booking as required and to contact the visitor if any points are unclear or if problems arise.

By visiting the website, using the order form and voluntarily disclosing the first name and surname, telephone number or email address on the occasion of a table booking, or under the menu/photos heading, the visitor grants Chez Vrony consent to process the data provided. Data will not be disclosed to third parties without the visitor's express consent. A statutory obligation or disclosure to enforce our rights are reserved.

On visiting the Chez Vrony website, the visitor's data are transferred via the Internet, in other words, via a public network that is accessible to everyone. Data transferred by electronic media (including email) cannot be protected effectively against access by third parties. This entails risks that the data may be disclosed or their content changed or that data may be sent without control to another country where data protection requirements may possibly be less stringent than they are in Switzerland. If a visitor uses the Chez Vrony website, he confirms his specific consent to this data protection declaration and to the stated risks.

By using the Chez Vrony website, a visitor declares his consent to the use of cookies. Cookies are small data files that are stored on the visitor's computer in order to track the relevant website visit and navigation between different pages and/or to store settings (e.g. chosen language). Cookies are used to collect statistical data about the frequency and time of visits to individual website zones and help to enable the design of customised, useful and user-friendly websites. The visitor may decide at any time to decline the use of cookies and delete the cookies set by our website. Deletion is possible via the settings of the visitor's Internet browser.

Anyone may request information as to whether personal data about him or her are being processed. Incorrect data can be corrected. In addition, the deletion of personal data may be requested unless legal or technical obstacles prevent that from being done. As a consequence of data deletion, it may no longer be possible to provide certain services. In addition, there is a right of appeal to a competent authority in certain cases.

Enquiries about the processing of personal data are to be sent to info@chezvrony.ch.

12. Applicable law/Place of jurisdiction

Use of the Chez Vrony website and these terms and conditions are governed by Swiss substantive law (to the exclusion of the provisions of conflict-of-law rules). The place of jurisdiction is Zermatt.