

HOTEL EDEN SPIEZ AG, SPIEZ (CHE-105.796.157) GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION

I. Subject matter and scope of application

1. These Terms and Conditions apply to hotel accommodation agreements and to all other services and supplies of the Hotel provided to the guest.
2. Deviating provisions, also where these are contained in the general business conditions of the guest or customer, shall not apply unless these are expressly accepted in writing by the Hotel.
3. The Terms and Conditions apply as an inherent part of the hotel accommodation agreement concluded between the Hotel and the guest. The guest expressly accepted the Terms and Conditions upon making his booking request. The Terms and Conditions are also considered to have been accepted when making any booking request by email, fax or telephone.

II. Conclusion of contract

1. A hotel accommodation agreement materialises upon receipt of a booking request from the guest and an appropriate booking confirmation of the Hotel (hereinafter: "Agreement").
2. The contractual partners are Hotel Eden Spiez AG with its registered office in Spiez (hereinafter: "Hotel") and the guest. If a third party makes the booking for the guest, he shall be liable vis-à-vis the Hotel as the customer in conjunction with the guest as joint and several debtors for all obligations arising under the Agreement. Notwithstanding this, every customer is obliged to forward all information related to the booking, particularly these General Terms and Conditions, to the guest.
3. The subletting or re-letting of the rented rooms and their use for purposes other than accommodation requires the prior written approval of the Hotel.

III. Services, prices and payment

1. The Hotel is obliged to hold the rooms booked by the guest ready in accordance with these General Terms and Conditions and to provide the agreed services.
2. The guest is obliged to pay the prices of the Hotel applicable and agreed for the provision of the room(s) and other services used by him. This also applies to the services and expenses of the Hotel vis-à-vis third parties initiated by the guest or the customer.
3. The agreed prices include the respective statutory value-added tax. If the period between conclusion of contract and performance of the contract exceeds four months and the price generally charged by the Hotel for such services increases, it may increase the contractually agreed price by a reasonable amount, however by 10% at the maximum.
4. The prices may also be changed by the Hotel if the guest requests subsequent changes to the number of rooms booked, the services of the Hotel or the length of stay of the guests and the Hotel agrees to this.
5. All prices are in Swiss francs (CHF) per room and night, including value-added tax and excluding visitor's tax, subject to a prior written agreement. The parties may agree a different currency in advance in writing. The daily rate for forward transactions of a Swiss bank on the invoicing date is relevant for conversion.
6. Invoices of the Hotel are immediately payable after receipt without any deduction. The guest shall automatically be in default without any reminder being sent if he fails to make payment within 30 days after the due date and receipt of an invoice. In case of payment default, the Hotel is entitled to charge default interest of 5% of the invoice amount to private individuals. In business dealings the default interest rate is 8%. The Hotel reserves the right to claim greater damage. For each reminder sent after the occurrence of default, the Hotel may charge a reminder fee of CHF 10.00. If a reminder was unsuccessful, the Hotel may assign the claim to third parties. Should the guest fall into arrears with payments, this shall cause all the claims of the Hotel vis-à-vis the guest to become immediately due for payment.

7. The Hotel is entitled to demand a reasonable advance payment or the furnishing of security upon conclusion of contract or thereafter. The amount of the advance payment and the due date thereof may be agreed in writing in the Agreement. The Hotel is also entitled at any time to declare claims that have accrued during the guest's stay at the Hotel as immediately payable by issuing an interim invoice and demand immediate payment.
8. The set-off of any counterclaims with claims of the Hotel is excluded. Payments shall be made irrespective of any complaints about deficiencies. It is not permitted to withhold payments.

IV. Withdrawal of the guest, cancellation

1. The Hotel grants the guest a right to withdraw at any time. The following conditions apply in this case:
 - a) In the event of the withdrawal of the guest from the booking, the Hotel is entitled to reasonable compensation.
 - b) The Hotel has the option of claiming a flat charge for withdrawal from the guest instead of specifically calculated compensation. The flat charge for withdrawal amounts to 80% of the contractually agreed price for the overnight stays with or without breakfast, 70% of the contractually agreed price for overnight stays with half-board and 60% of the contractually agreed price for overnight stays with full-board. The guest is free to furnish proof that the Hotel did not suffer any damage or the damage suffered by the Hotel is lower than the flat rate demanded for compensation.
 - c) If the Hotel specifically calculates the compensation, the amount of compensation shall amount at the maximum to the contractually agreed price for the services to be provided by the Hotel, less the expenses saved by the Hotel and the amount accruing to the Hotel through other use of the hotel services.
2. The above regulations on compensation shall apply accordingly if the guest fails to use the room booked or the services booked without informing the Hotel thereof in due time.
3. If the Hotel has granted the guest in the Agreement the option of withdrawing from the Agreement within a specific period without any further legal consequences, the Hotel has no right to compensation. Receipt of the declaration of withdrawal by the Hotel is relevant for determining whether it is in due time. The guest must declare his withdrawal in writing.

V. Withdrawal by the Hotel

1. If the guest was granted a gratuitous right of withdrawal under No. IV paragraph 3, the Hotel is likewise entitled to withdraw from the Agreement within the agreed period if it has received requests for the booked rooms from other guests and the guest does not finally confirm the booking upon request by the Hotel.
2. If an advance payment or security agreed under No. III paragraph 7 is not made or furnished within the period set for this, the Hotel is likewise entitled to withdraw from the Agreement.
3. Furthermore, the Hotel is entitled to withdraw from the Agreement for good cause, particularly if:
 - force majeure or other circumstances beyond the control of the Hotel make the performance of the Agreement impossible;
 - rooms are booked by giving misleading or incorrect information on important facts, e.g. the person who is the guest or the purpose;
 - the Hotel has justified cause to assume that the use of hotel services can endanger the smooth running of business operations, the safety or the reputation of the Hotel in public without this being attributable to the area of control and responsibility of the Hotel;
 - the premises have been sublet or re-let according to No. II paragraph 3 without authorisation;

- the Hotel gains knowledge of circumstances indicating that the financial situation of the guest significantly deteriorated after conclusion of contract, particularly if the guest fails to pay receivables of the Hotel that are due or fails to offer sufficient security and thus the payment claims of the Hotel appear to be endangered;
 - the guest has become insolvent, namely if he has become bankrupt or an attachment cannot be enforced, court or out-of-court proceedings serving debt settlement have been instigated or payments have been stopped.
4. The Hotel must inform the guest of the exercise of its right of withdrawal without delay in writing.
 5. In the cases of withdrawal named above, the guest has no claim to damages or any other compensation.

VI. Arrival and departure

1. The guest shall not acquire any right to specific rooms being made available, unless the Hotel confirms the availability of specific rooms in writing.
2. Booked rooms shall be available to the guest from 3 p.m. on the agreed day of arrival. The guest has no right to the availability of such rooms earlier.
3. On the agreed day of departure, the rooms shall be vacated and made available to the Hotel by 11 a.m. at the latest. Thereafter, in addition to the damage suffered by it, the Hotel may charge the day room price for the additional use of the room until 6 p.m. and 100% of the full valid cost of accommodation from 6 p.m. The guest is free to furnish proof to the Hotel that the Hotel suffered no damage or much less damage.

VII. Liability of the Hotel, limitation period

1. Should disruptions or deficiencies occur in the services of the Hotel, the Hotel will endeavour to rectify the matter as soon as these are reported by the customer. If the guest culpably fails to notify the Hotel of a deficiency, no claim shall arise to a reduction in the contractually agreed price.
2. The Hotel shall be liable in accordance with legal provisions for all damage arising from injury to life, limb or health and in the event of the assumption of a guarantee by the Hotel and in case of fraudulently concealed defects.
3. For all other damage not covered by No. VII paragraph 2 which was caused by the slightly negligent conduct of the Hotel, its legal representatives or its vicarious agents, the Hotel shall be liable only if this damage is attributable to the breach of an essential contractual duty in a manner that jeopardises the purpose of the Agreement. In these cases liability is limited to the foreseeable damage typical for the Agreement.
4. The above limitations of liability apply to all claims for damages irrespective of their legal ground including claims based on tortious acts. The above limitations of liability shall also apply in the event of any claims for damages asserted by a guest against the employees or vicarious agents of the Hotel. They shall not apply in the event of liability for a deficiency after accepting a guarantee for the nature of the item or of a work, for fraudulently concealed faults or personal injuries

5. For items taken onto the hotel premises, the Hotel shall be liable to the guest in accordance with legal provisions, i.e. up to an amount of CHF 1,000.00, provided the Hotel is not responsible in this connection. If valuable items (jewellery etc.), cash or securities are not provided to the Hotel for safekeeping, the Hotel shall only be liable in the event of intent or gross negligence. Liability shall be limited to a maximum amount of CHF 5,000.00 in each case; this also applies to hotel room safes. The Hotel recommends that cash and valuable items are kept in the safe at the hotel reception. The claims of the guest lapse if he fails to immediately report the loss to the Hotel after discovery thereof.
6. If the guest is given a parking space in the hotel garage or in a hotel car park, also at a charge, this shall not create a deposit agreement. The Hotel is not obliged to ensure surveillance of the property. In the event of the loss of or damage to motor vehicles parked or moved on the hotel premises and their contents, the Hotel shall not be liable, unless the Hotel, its legal representatives or its vicarious agents acted with intent or gross negligence. In this case the damage must be asserted vis-à-vis the Hotel at the latest upon leaving the hotel premises.
7. Wake-up calls shall be carried out by the Hotel with the greatest care. Any claims for damages, except for gross negligence or intent, are excluded.
8. Messages, post and deliveries of goods for guests shall be treated with care. The Hotel shall ensure delivery, storage and – upon request and for a fee – forwarding of such items, and upon inquiry, also items that are found. Claims for damages, except for gross negligence and intent, are excluded.
9. The Hotel stores found items for 6 months.
10. The statutory limitation periods apply. If these can be changed, an absolute limitation period of 6 months after departure applies for claims for damages of the guest.

VIII. Final provisions

1. Amendments or supplements to the Agreement, the acceptance of applications or these Terms and Conditions for Hotel Accommodation must be made in writing. Verbal agreements must be confirmed in writing. Unilateral amendments or supplements by the customer are invalid.
2. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Instead the content of the provision concerned shall be reduced to the permitted level. In addition, legal provisions apply.
3. The place of performance and payment is the registered office of the Hotel.
4. The parties shall initially endeavour to initially amicably settle any differences between themselves. The exclusive place of jurisdiction is the registered office of the Hotel. However, the Hotel shall be at liberty to bring legal action at the place of residence of the guest.
5. The legal relationship is governed exclusively by the substantive law of Switzerland to the exclusion of the provisions of private international law.

Last revised: May 2018

Place/Date: _____

Signature: _____

Name in block capitals: _____