

Belvédère Strandhotel  
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## **General Terms and Conditions**

This is an analogous translation. You can find the original, legally binding terms and conditions in German on our website.

### **1. Coverage**

These terms and conditions apply to all legal relationships between the guest and Hauenstein Immobilien AG, Belvédère Strandhotel, hereinafter referred to as the hotel.

### **2. Contract**

With the receipt of the written, telephone, electronic or personal booking and the delivery of the reservation confirmation, a contract is concluded between the guest and the hotel. Reservations are binding as soon as an offered service has been confirmed in writing. These general terms and conditions are part of this contract. Notifications by email are deemed to have been made in writing.

### **3. Useful life**

Unless otherwise agreed, the rooms are available from 3.30 p.m. on the day of arrival. On the agreed departure date, the rooms must be made available to the hotel no later than 11 a.m. Thereafter, the hotel can charge 50% of the full accommodation price (list price) due to the late delivery of the room for use beyond the contract for up to two hours. If the delivery is more than two hours late, we charge 100% of the full accommodation price (list price). Any additional costs incurred by the hotel will be charged to the person who caused it. This does not justify contractual claims by the customer. He is free to prove that the hotel has no or significantly lower entitlement to usage fees.

### **4. Smoking and cooking in the room**

Smoking and cooking are not permitted in any of our rooms. Failure to do so will result in a cleaning fee of at least CHF 250.00

### **5. Parking**

A garage for our hotel guests, outdoor parking spaces and, if available, covered parking spaces are available. The cost per night is CHF 10.00, a maximum of 3 nights will be charged. No liability is accepted for damage to the vehicle.

## **6. Objects found**

Lost property will only be forwarded upon request, risk and at the expense of the guest. The lost and found items are kept up to 1 year after the date of finding and then be disposed. The hotel is not liable for loss or damage in the return and storage.

## **7. Prices**

Unless otherwise noted, all prices are in Swiss Francs (CHF) and include the legally required Swiss VAT. The prices quoted are subject to price changes and can be seen in the order.

## **8. Change of price**

In the following cases, the hotel can change the previously communicated or published prices without prior notice:

- Newly introduced or increased government levies (e.g. value added tax, tourist taxes, etc.)

In the amount of the fee increase

- Exchange rate changes (converted according to the current rate of the hotel) at Change in the reference price
- Print errors that can be clearly explained
- Adjustment of the market situation

## **9. Prepayment / security deposit**

The hotel is entitled to request a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, from the customer when the contract is concluded. The amount of the advance payment and the payment dates can be agreed in text form in the contract. The statutory provisions remain unaffected in the case of advance payments or security deposits for package tours. In justified cases, e.g. late payment by the customer or expansion of the scope of the contract, the hotel is entitled, even after the contract has been concluded, to make an advance payment or security deposit in the sense of the above point or to increase the advance payment or security deposit agreed in the contract up to the full agreed remuneration to demand.

The hotel is also entitled to request a reasonable advance payment or security deposit for existing and future claims from the contract at the beginning and during the stay, as far as such has not already been performed. The following payment methods are accepted: cash in CHF, Maestro, Postcard, Visa and Mastercard. If payment by invoice is agreed, the entire invoice amount is due 20 days after the invoice date, unless otherwise agreed. In the event of late payment, each reminder costs CHF 20.00.

## **10. Cancellation and change of booking**

### **10.1 General terms**

Cancellations or rebookings are only valid if they are sent to the hotel in writing. This applies to bookings made directly through the hotel. The following costs are incurred for our hotel guests:

#### **10.1.1 For individuals with direct bookings**

- Cancellation up to 72 hours before arrival: no costs
- Cancellation within 72 hours or less before arrival: 100% of the booked arrangement

#### **10.1.2 In the high season from July 9th to August 30th, 2021 the following conditions apply:**

- Cancellation up to 7 days before arrival: no costs.
- Cancellation within 7 days or less before arrival: 100% of the booked arrangement

#### **10.1.3 Non-refundable bookings**

- For non-refundable bookings, the amount will be charged 100% when the booking has been received and will not be refunded. These bookings can never be cancelled or postponed free of charge. If it is not possible to debit the amount of the booking at the time, the booking is considered void.

In the event of non-arrival (so-called "no shows") and early departure, the full booked arrangement will be charged.

The arrival time for the cancellation period is 6:00 p.m. local time.

#### **For individuals through intermediaries:**

When the booking was made through travel agents, cancellations or change of booking must be made directly through this travel agent. The cancellation deadlines agreed there apply.

### **10.2 Cancellation agreement for the booking of 5 rooms and more**

In the event of cancellation of a confirmed arrangement, we must charge you to cover the costs as follows:

up to 4 weeks before	25%	of the arrangement
up to 3 weeks before	50%	of the arrangement
up to 2 weeks before	80%	of the arrangement
less than 2 weeks	100%	of the arrangement

### 10.2.1 Prepayment

Up to 3 weeks before arrival, we expect a prepayment of 50% of the booked arrangement, otherwise we allow ourselves to resell the booked rooms. The prepayment can be made via bank transfer to the bank details below or can be charged upon request from a credit card provided by you.

#### Bank details Belvédère Strandhotel

Name and address of the bank:	Berner Kantonalbank CH – 3001 Bern
Account holder:	Hauenstein Immobilien AG Strandhotel Belvédère CH – 3700 Spiez
IBAN:	CH59 0079 0016 4360 9113 6
Swift code:	KBBECH22
Account number:	30-106-9
Clearing number / BIC:	79030

### 10.3 Conditions for seminar, banquet and event guests:

We need the exact number of participants until to 2 weeks before your event. We accept changes up to a maximum of 3 days before your event. Please note that only a maximum deviation of 5% is possible free of charge. After the deadline we will charge the food / arrangement for the number of people ordered 3 days before.

Costs of a cancellation of the complete event:

up to 8 weeks before	10% of the arrangement*
up to 4 weeks before	25% of the arrangement*
up to 3 weeks before	50% of the arrangement*
up to 2 weeks before	80% of the arrangement*
less than 2 weeks	100% of the arrangement*

\* Definition of "arrangements": menu price as well as 3dl of the selected wines, 5dl mineral water per person. If the wines were not previously defined, we assume a dl price of CHF 8.50.

These cancellation periods **do not apply to banquets on a Saturday or on a public holiday**. Here we must insist on full cost recovery for a definitive reservation.

### 10.4 Cancellation date and insurance

The decisive factor for calculating the cancellation date is the receipt of the written declaration at the hotel. Any cancellation insurance is in the responsibility of the guest.

### **10.5 Cancellations in the event of force majeure**

In the event of force majeure such as political fidget, strikes, catastrophes, pandemics etc., the hotel can cancel in short notice for security reasons without compensation.

### **11. Unused consumption**

At seminars, banquets and events, there is no entitlement to reimbursement for ordered but not used services or unconsumed food / drinks. There is also no entitlement to reimbursement for unused services in a booked package or flat rate.

### **12. Additional provisions for the purchase of vouchers**

The vouchers ordered are valid for one year. The date of purchase is decisive.

### **13. Printed matter**

Use of logos / pictures of the hotel in any form by the organizer or third parties always requires the prior written approval of the hotel.

### **14. Hotel liability**

The hotel is only liable for damage in the event of intent or gross negligence. This also applies explicitly to damage that arises from the use of our IT infrastructure and Internet access points. Liability for items brought in by the guest is excluded to the extent permitted by law. Claims must be made to the hotel in writing immediately, at the latest 3 days after departure; otherwise they are considered forfeited. If a parking space is made available by the hotel, this does not result in a custody contract. The hotel carries out wake-up calls with the greatest of care. Messages, mail and consignments for guests are handled with care. The hotel takes care of delivery, storage and - if requested - forwarding for a fee. Liability is excluded.

#### **14.1 Customer liability**

Customers (or the hotel's contractual partner) are liable for any damage or theft that they, the under aged (less than 18 years old) persons entrusted to them, animals, their employees, event participants or commissioned third parties cause or commit on the premises and on the premises of the Belvédère Strandhotel. The customer also undertakes to indemnify the hotel against claims by third parties arising from events or services carried out by the customer. The insurance of the objects brought in by the customer (e.g. technology, exhibition objects, samples, etc.) is the responsibility of the customer. The hotel can request proof of sufficient insurance cover from the customer at any time.

### **15. Pets / Dogs**

Your four-legged companions are warmly welcome at the Belvédère Strandhotel Spiez. Bringing dogs is only permitted with prior approval and for a special fee.

### **15.1 Permissibility and Areas**

Well-behaved dogs are welcome in the restaurant, on the terrace, and in the seminar area. Access to the wellness and spa facilities is strictly prohibited for dogs. For the well-being of all, we kindly ask you to keep your dogs on a leash within the hotel and on the hotel grounds, not to allow them on upholstered furniture and beds, and to dry them off when wet.

### **15.2 Supervision and Duty of Care**

The guest bringing a pet is obliged to properly house or supervise the animal during the stay, or to have it supervised at their own expense by a suitable third party. If you leave the hotel grounds without your dog during your stay, please inform our reception team and leave a phone number where you can be easily reached. Should any problem arise in your absence, this will allow us to contact you quickly. Please note that animals may only be left alone in the hotel room for a reasonable and animal-welfare-compliant period of time. The dog must not cause any damage or soiling to the furnishings and must not create persistent noise (e.g. barking, howling). The dog beds, bowls, and other items provided remain the property of the Belvédère Strandhotel and must be treated with care.

### **15.3 Duty to Report and Costs**

Any damage, soiling, or other incidents must be reported to the hotel immediately. Any resulting damages, including third-party claims or consequential damages, will be fully charged to the dog owner.

### **15.4 Liability Insurance**

The dog owner must have valid pet owner's liability insurance or equivalent personal liability insurance covering damages caused by the dog. Proof of such insurance must be provided to the Belvédère Strandhotel Spiez upon request.

## **16. Data protection**

The hotel is obliged to observe the applicable data protection legislation when handling and processing all guest data and guest usage data. Guest data is only used to maximize operational security or in the interest of sales promotion, product design, crime prevention, collection of key economic data and statistics, and billing.

Internet use of guests within the hotel is at your own risk. The hotel does not guarantee the security, availability and functionality of the hotel's hardware and software. The provision of the internet signal in the hotel is not part of the room or seminar price - the hotel provides this service voluntarily and free of charge - accordingly, there is no claim on the part of the customer for a permanently functioning internet supply.

**17. Applicable law and place of jurisdiction**

For all contracts concluded with the hotel under these terms and conditions, only Swiss law is applicable. The parties agree on Thun (Switzerland) as the exclusive place of jurisdiction.

**18. Brawling**

We explicitly point out that the non-payment of hospitality services in accordance with Art. 491 StG constitutes an offense against the property (brawl).