

# Terms and Conditions

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*Hotel Gemmi Betriebs AG*

*English*

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## **1. General Provisions**

These General Terms and Conditions regulate the legal relationship between the guest, customer or event organiser, hereinafter referred to as the "Guest", and Hotel Gemmi Betriebs AG as operator, hereinafter referred to as the "Hotel".

For simplicity, these Terms and Conditions use the term "contract" regardless of the specific service concerned.

Only the Hotel's terms and conditions valid at the time the contract is concluded shall apply. The Guest's own general terms and conditions shall only apply if this has been expressly agreed in writing before the contract is signed.

Should individual provisions of these Terms and Conditions be invalid or unenforceable, the validity of the contract and the remaining provisions of these Terms and Conditions shall remain unaffected. In all other respects, the statutory provisions shall apply.

Check-in is possible from 3:00 p.m. to midnight. Check-out must take place by 11:00 a.m. at the latest.

## **2. Place of Jurisdiction / Applicable Law**

For any disputes arising from this contract, the place of jurisdiction shall be Thun, Bern, unless another mandatory statutory place of jurisdiction applies.

Swiss law shall apply exclusively to all contracts, reservations, any supplementary agreements and general terms and conditions. The place of performance and payment shall be the registered office of the Hotel.

## **3. Definitions**

Groups within the meaning of these Terms and Conditions are travel groups with a minimum of 10 booked persons.

Written confirmations also include fax and e-mail messages.

The contracting parties are the Guest and the Hotel.

## **4. Subject Matter of the Contract / Scope**

The contract for the rental of rooms, seminar rooms, areas and for the provision of other deliveries and services is concluded upon the Guest's written confirmation or by implied conduct.

A reservation made on the day of arrival itself becomes binding at the moment it is accepted by the Hotel.

Contract amendments shall only become binding for the Hotel upon written reconfirmation. Unilateral amendments or additions to the contract by the Guest are invalid.

Subletting or further letting of the rooms provided, as well as their use for purposes other than accommodation, require the Hotel's prior written consent.

## **5. Scope of Services**

The scope of services under the contract is determined by the Guest's individually made and confirmed reservation.

Unless otherwise contractually agreed, the Guest has no claim to a specific room.

If, despite a confirmed reservation, no rooms are available at the Hotel, the Hotel shall inform the Guest in good time and, where possible, offer equivalent replacement accommodation in a nearby hotel of comparable or higher category.

Any additional expenses for the replacement accommodation shall be borne by the Hotel. If the Guest refuses the replacement room, the Hotel shall promptly refund any payments already made by the Guest, such as deposits. The Guest shall have no further claims.

## **6. Duration of Use**

Unless otherwise agreed, the Guest is entitled to use the rented premises from 3:00 p.m. on the agreed arrival date until 11:00 a.m. on the departure date.

If the Guest leaves the room late, the Hotel reserves the right to remove the Guest's belongings from the room and store them at a suitable place in the Hotel at the Guest's expense.

## **7. Options**

Option dates are binding for both parties. If the option period expires unused, the Hotel may dispose of the optioned rooms, premises or services without further notice.

The confirmation must reach the Hotel by no later than 5:00 p.m. on the last day of the option period.

## **8. Prices / Payment Obligation**

Prices communicated by the Hotel are stated in Swiss francs (CHF) and include statutory VAT.

The Guest is obliged to pay the agreed or applicable prices of the Hotel for the provision of rooms and for any further services used by the Guest. This also applies to orders placed by the Guest's accompanying persons and visitors.

Any increase in statutory charges after conclusion of the contract shall be borne by the Guest.

Prices quoted in foreign currencies are indicative and are charged at the applicable daily exchange rate. The prices confirmed by the Hotel shall be valid.

The Hotel may change the prices if the Guest subsequently changes the number of booked rooms, the Hotel's services or the length of stay.

Depending on the agreement or from a reservation amount of CHF 500.00, the Hotel may require a deposit of 50% of the total booking amount. The deposit is considered a partial payment of the agreed remuneration.

Instead of a deposit, the Hotel may also require a credit card guarantee.

An advance payment must be transferred within 15 days of receipt of the reservation confirmation. If the reservation is made at shorter notice, the Hotel may require a credit card guarantee for the entire booking amount.

If the deposit or credit card guarantee is not provided on time, the Hotel may immediately withdraw from the contract, including all promised services, without reminder and may charge the cancellation costs listed or agreed under section 10 of these Terms and Conditions.

The Hotel is entitled to invoice or issue interim invoices for its services to the Guest at any time.

The final invoice includes the agreed price plus any additional amounts arising from extra services provided by the Hotel for the Guest and/or the persons accompanying the Guest. Unless otherwise agreed, the final invoice must be paid in Swiss francs in cash or by accepted credit card at the latest upon check-out on the day of departure.

For each reminder, the Hotel may charge a reminder fee of at least CHF 15.00.

The Guest may not offset claims against claims of the Hotel.

## **9. Withdrawal by the Hotel**

Up to and including 7 days before the agreed arrival date of the Guest, the Hotel may withdraw from the contract without cost consequences.

Furthermore, the Hotel is entitled to withdraw from the contract at any time for objectively justified reasons by immediate unilateral written declaration with immediate effect.

Objectively justified reasons include, in particular: an agreed advance payment or security deposit is not made within the period set by the Hotel; force majeure or other circumstances beyond the Hotel's control make fulfilment of the contract objectively impossible; rooms or premises are booked or used under misleading or false information, for example regarding the identity of the Guest or the purpose of use or stay; the Hotel has reasonable grounds to believe that use of the agreed services may impair smooth business operations, the safety of other hotel guests or the reputation of the Hotel; the Guest has become insolvent or has suspended payments; or the purpose or occasion of the stay is unlawful.

If the Hotel withdraws for the aforementioned reasons, the Guest shall have no claim for damages. Compensation for the booked services shall generally remain due, to the extent permitted by law.

## **10. Cancellation of Reservation / Cancellation Fees**

Cancellation of the reservation requires the Hotel's written consent. If such consent is not given, the agreed price must be paid even if the Guest does not make use of the contractual services. In the event of a no-show by the Guest, at least 100% of the booked services will be charged.

The decisive factor for calculating any cancellation fee is the receipt of the Guest's written cancellation by the Hotel. This applies both to letters and to e-mail messages.

If the Guest withdraws from the contract without an approved cancellation, or if certain reserved services are changed or cancelled, the Hotel may charge the cancellation fees applicable under the reservation, contract or rate conditions.

Mitigation of loss: The Hotel shall endeavour to reallocate unused services in the case of both cancelled individual and group reservations. If the Hotel is able to provide the cancelled services to third parties during the agreed period, the Guest's cancellation fee shall be reduced by the amount paid by those third parties for the cancelled service.

## **11. Impossible Arrival**

If the Guest is unable to arrive, or unable to arrive on time, due to force majeure, for example flooding, avalanche or earthquake, the Guest is not obliged to pay the agreed remuneration for the missed days.

The Guest must prove that arrival was impossible.

The payment obligation for the booked stay resumes from the moment arrival becomes possible again.

## **12. Early Departure**

If the Guest departs early, the Hotel is entitled to charge 100% of all booked services.

The Hotel shall endeavour to reallocate the unused services in the event of early departure. If the Hotel is able to provide the unused services to third parties during the agreed period, the Guest's invoice amount shall be reduced by the amount paid by those third parties for the unused service.

## **13. Stay / Keys / Security / Internet / Smoking**

The hotel room is reserved exclusively for the registered Guest. Passing the room on to a third party or use by an additional person requires the Hotel's written approval.

By concluding a contract, the Guest acquires the right to the customary use of the rented premises and the Hotel's facilities by all booked persons, provided such facilities are usually accessible to guests without special conditions, and to customary service. The Guest must exercise these rights in accordance with any hotel and/or guest guidelines (house rules).

The room key issued by the Hotel remains the property of the Hotel and allows 24-hour access to the Hotel. Loss of the key must be reported immediately to reception. A charge of CHF 15.00 will be made to the Guest for the loss of a key.

For internet access, the Guest receives the necessary access data or information from the Hotel. This service is free of charge for guests.

The Guest is responsible for the use of the access data. The Guest is liable for misuse and illegal conduct when using the internet. The Hotel does not guarantee that the internet will function at all times.

Smoking is permitted throughout the Hotel only in appropriately marked places or rooms.

## **14. Extension of Stay**

Unless otherwise agreed, the Guest has no right to an extension of the stay.

If the Guest is unable to leave the Hotel on the day of departure because all departure options are blocked or unusable due to unforeseeable extraordinary circumstances or force majeure, for example extreme snowfall or flooding, the contract shall automatically be extended for the duration of the impossibility of departure under the previous conditions.

## **15. Handling of Events**

If the Hotel procures technical or other equipment from third parties at the Guest's request, it does so for the account of the Guest.

The Guest is liable for careful handling and proper return of the equipment. The Guest shall indemnify the Hotel against all third-party claims arising from the provision of such equipment.

The use of the Guest's own electrical systems and devices via the Hotel's power network requires the Hotel's prior written approval. Any malfunctions or damage to the Hotel's technical systems caused by the use of such devices and systems shall be borne by the Guest, unless the Hotel is itself responsible. The Hotel may record and charge the electricity costs arising from the use of electrical systems and devices on a flat-rate basis.

With the Hotel's consent, the Guest is entitled to use the Guest's own telephone, fax and data transmission equipment. The Hotel may charge connection and usage fees for this in accordance with a separate list.

Malfunctions of technical or other equipment provided by the Hotel shall be remedied as quickly as possible after being reported by the Guest. To the extent that the Hotel is not responsible for such malfunctions, they shall not give rise to reduction claims or liability claims.

The Guest must obtain, at the Guest's own expense, all official permits that may be necessary for holding the event. The Guest is responsible for complying with such permits and all other public-law regulations in connection with the event. Fines due to breaches of permits or regulations must be paid by the Guest.

The Guest is responsible for independently handling the formalities and settlements required in connection with music performances and sound systems with the competent institutions, for example SUISA.

## **16. Items Brought in by the Guest**

Exhibition items or other items brought in, including personal belongings, are kept at the Guest's risk in the event rooms or on the Hotel premises. The Hotel assumes no duty of supervision or safekeeping. The Hotel accepts no liability for loss, destruction or damage of items brought in, except in cases of gross negligence or intent on the part of the Hotel. The Guest is responsible for insuring items brought in.

Decorative material brought in must comply with fire safety requirements. The Hotel is entitled to request official proof of this. To avoid possible damage, the installation and attachment of items must be agreed with the Hotel in advance.

Exhibition items or other items brought in must be removed immediately after the end of the event. The Hotel may remove and/or store items left behind at the Guest's expense. If removal involves disproportionately high effort, the Hotel may leave the items in the event room and charge the Guest the usual room rental for the duration of their remaining there.

Packaging material, for example cardboard, crates or plastic, arising in connection with the delivery of the event by the Guest or third parties must be disposed of by the Guest. If the Guest leaves packaging material in the Hotel, the Hotel is entitled to dispose of it at the Guest's expense.

## **17. Conduct, Use and Liability**

a) Hotel: To the extent permitted by law, the Hotel excludes liability towards the Guest for slight and medium negligence and is liable only for damage caused intentionally or by gross negligence.

If disruptions or defects occur in the Hotel's services, the Hotel shall endeavour to remedy them after immediate notification by the Guest. If the Guest fails to notify the Hotel of a defect in good time, there shall be no claim to a reduction of the contractually agreed remuneration.

The Hotel is liable for items brought in by guests in accordance with the statutory provisions, namely up to the amount of CHF 1,000.00. The Hotel is not liable for slight and medium negligence. If valuables, for example jewellery, cash or securities, are not handed over to the Hotel for safekeeping, the Hotel's liability is excluded to the extent permitted by law. The Hotel recommends that money and valuables are generally kept in the reception safe.

If any damage is not reported to the Hotel immediately after its discovery, the Guest's claims shall lapse.

The Hotel shall not be liable under any legal title for services that it merely arranges for the Guest. The Hotel rejects any liability for theft of or damage to material brought in by third parties.

b) Guest: The Guest is liable to the Hotel for all damage and losses caused by the Guest, accompanying persons, assistants or event participants, without the Hotel having to prove fault on the part of the Guest.

The Guest is responsible for the correct use and proper return of all technical aids and equipment provided by the Hotel or procured through third parties on the Guest's behalf, and is liable for damage and losses.

The Guest is liable for services and expenses of the Hotel arranged for third parties.

c) Third Parties: If a third party makes the booking for the Guest, that third party shall be liable to the Hotel as the ordering party together with the Guest as joint and several debtor for all obligations arising from the contract. Irrespective of this, each ordering party is obliged to pass on all booking-related information, in particular these General Terms and Conditions, to the Guest.

## **18. Illness or Death of the Guest**

If a Guest falls ill during the stay at the Hotel, the Hotel shall notify a doctor at the Guest's request. If the Guest is no longer legally capable of acting and the Hotel is aware of the illness, the Hotel shall arrange for notification.

Medical care shall in all cases be at the Guest's expense. The contract with the Hotel ends upon the Guest's death.

## **19. Keeping of Animals**

Animals may only be brought into the Hotel with the Hotel's prior consent.

A Guest who brings an animal into the Hotel is obliged to keep and supervise the animal properly during the stay or to have it kept and supervised by suitable third parties at the Guest's own expense.

The Guest must have appropriate animal owner liability insurance for the animal. Proof of such insurance must be presented to the Hotel upon request.

Animals are not permitted in the Hotel's wellness area.

## **20. Lost Property**

Lost property will be forwarded if ownership is clear and the residential or business address is known. The costs and risk of forwarding shall be borne by the Guest.

## **21. Further Provisions**

If the Guest requests services that are not provided by the Hotel itself, the Hotel acts merely as an intermediary.

The statutory limitation periods apply. To the extent that they may be amended, an absolute limitation period of 6 months after departure shall apply to the Guest's claims for damages.

Advertisements in media, for example newspapers, radio, television or the internet, referring to events at the Hotel, with or without use of the unchanged company logo, require the Hotel's prior written consent.