

General Terms and Conditions of the Hotel Accommodation Contract – Switzerland

I. Scope

1. These General Terms and Conditions apply for the Hotel Accommodation Contract as well as all other services and supplies rendered to the Guests by the Hotel.
2. Deviating terms, also to the extent included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly approved by the Hotel in writing.

II. Conclusion of the Contract

1. Upon the Guest's request for reservation, a hotel accommodation contract is brought about by the Hotel's corresponding confirmation of the reservation (hereinafter referred to as "Contract").
2. Contractual Partners are Steigenberger Hotels Aktiengesellschaft with registered office in Zurich (hereinafter referred to as "the Hotel") and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable vis-à-vis the Hotel jointly and severally with the Guest for all obligations resulting from the Contract.
Independent therefrom, any Ordering Party is obliged to pass on all booking-related information to the Guest, in particular the present General Terms and Conditions.
3. Sub- and re-leasing of rooms let as well as their usage for purposes other than accommodation require the prior written consent of the Hotel.

III. Services, Prices, Payment

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and to fulfil the services agreed.
2. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he/she has made use of. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Guest's request.
3. The prices agreed include the applicable statutory Value Added Tax. In case the period between the conclusion and performance of the Contract exceeds four months, and if the prices usually charged by the Hotel for such services have increased in the meantime, the Hotel may increase the contractually agreed price accordingly, but, by no more than 10 % maximum.
4. The prices may be also changed by the Hotel if the Guest subsequently wants to change the number of the booked rooms, the service of the Hotel or the duration of the Guests' stay and the Hotel gives its consent thereto.
5. Upon receipt, invoices issued by the Hotel shall become due for payment immediately, without deduction. The Guest shall be in default at the latest upon failure to pay within 30 days after the due date and receipt of an invoice. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5 % of the invoice total. For business transactions, the default interest rate is 8 % of the total invoice. The right for the Hotel to prove a higher damage is reserved. For each reminder sent after default occurs, the Hotel may charge a reminder fee of SFR 10.00.
6. The Hotel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the Contract in writing.
Moreover, the Hotel is entitled to call and declare as due claims accruing during the Guest's stay by issuing an interim invoice and requesting immediate payment.

7. The Guest shall be entitled to a set-off against a claim of the Hotel with only undisputed or unappealable legally binding claims.

IV. Revocation by the Guest, Cancellation

1. The Hotel grants to the Guest the right to revoke the Contract at any time. In this respect, the following provisions shall apply:
 - a) If the Guest revokes the booking, the Hotel is entitled to reasonable compensation.
 - b) It is at the Hotel's discretion to claim from the Guest a lump-sum revocation compensation instead of a specifically calculated compensation. The lump sum to be paid in cases of revocation is 80 % of the contractually agreed price for overnight accommodation with or without breakfast, 70 % of the contractually agreed price for overnight accommodation with half-board and 60 % of the contractually agreed price for overnight accommodation with room and full board arrangements. The Guest is free to prove that the Hotel did not suffer any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum revocation compensation claimed.
 - c) If the Hotel calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from the latter's performance for any other Contractual Partners.
2. The above provisions on the compensation shall apply analogously if the Guest does not make use of the booked room or the booked services and fails to notify this fact to the Hotel in due time.
3. If the Hotel has granted to the Guest an option to withdraw from the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to compensation. For the question of whether the declaration of revocation is made in due time, the receipt thereof by the Hotel shall be decisive. The Guest must declare the revocation in writing.

V. Revocation by the Hotel

1. If a revocation right free of charge has been granted to the Guest according to clause IV para. 3, the Hotel shall likewise be entitled to revoke the Contract within the agreed period in the event of inquiries by other guests asked for the booked rooms and of failure of the Guest to finally confirm the booking after being requested to do so by the Hotel.
2. In case an advance payment or security agreed in clause III para. 6 is not performed within a period prescribed for this purpose, the Hotel is also entitled to revoke the Contract.
3. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if
 - force majeure, or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract;
 - misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to the person of the Guest, or the purpose;
 - the Hotel has justified reason to assume that in case the Guest makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organisation;
 - an unauthorised sub-lease or further lease according to clause II para. 3 exists;

- a case of clause VI para. 3 exists;
 - the Hotel has gained knowledge that the financial situation of the Guest has considerably worsened after conclusion of contract, in particular if the Guest does not pay for due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
 - the Guest is no longer able to pay its debts, particularly became insolvent or a seizure cannot be enforced or if the Guest initiated judicial or extra-judicial proceedings for the settlement of debts or suspended its payments;
4. The Hotel is obliged to inform the Guest of the exercising of the revocation right in writing without delay.
 5. In the above cases of revocation the Guest is not entitled to compensation for damage.

VI. Arrival and Departure

1. The Guest is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of certain rooms in writing.
2. Booked rooms shall be at the Guest's disposal from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to an earlier provision.
3. Booked rooms shall be taken by the Guest on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right to place, after 6.00 p.m., the booked rooms with other guests, without the contractual party being able to claim any compensation as a result thereof. In so far, the Hotel is entitled to revocation.
4. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 12.00 a.m. at the latest. Thereafter, the Hotel may charge, beyond the damage incurred to it thereby, the daily room rate for the additional use of the room until 6.00 p.m., and from 6.00 p.m. 100 % of the full applicable price for board and lodging. The Guest is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel.

VII. Liability of the Hotel, Limitation

1. If any interference with the performance of any obligation or if defects in the services of the Hotel occur, the Hotel will, on immediate complaint of the customer, endeavour to remedy the same. If the Guest fails culpably to notify a defect to the Hotel, this shall not result in a right to reduce the contractually agreed remuneration.
2. Subject to the statutory provisions, the Hotel shall be liable for all damage arising from injury to life, limb and health as well as in the case of a guarantee given by the Hotel and for malicious non-disclosure of defects.
3. For all other damage not covered by VII clause 2 and caused by slight negligence on the part of the Hotel, its legal representatives or its agents, the Hotel shall be liable only if such damage is attributable to a material contractual obligation having been breached in a manner jeopardising the purpose of the contract. In these cases liability shall be limited to the damage typically foreseeable for this contract type.
4. The foregoing limitations of liability shall apply for any claims for damages, irrespective of their legal basis including claims arising from tort. Aforementioned limitations of liability shall also apply in cases of any claims for damages of a Guest against employees or vicarious agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the

quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.

5. For objects brought in, the Hotel shall be liable vis-à-vis the Guest according to the statutory provisions, i.e. up to a maximum of SFR. 1'000.00 provided that the Hotel is without fault. If valuables (jewellery etc.), cash or security papers are not handed over to the Hotel for deposit, the liability of the Hotel is limited to gross negligence or wilful intent. In any of these cases the Hotel's liability shall be limited to a maximum of SFR 5'000.00; This limitation shall also apply for the in-room safe. The Hotel recommends depositing cash and valuables in the central hotel safe at the reception. Liability claims of the Guest lapse if the Guest does not immediately notify the Hotel of the damage upon notice thereof.
6. If the Guest is – even against payment – provided with a parking space in the garage or the carpark of the Hotel, this shall not constitute the conclusion of a contract of bailment deposit. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel, its legal representatives or its vicarious agents have caused such damage by wilful intent or gross negligence. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.
7. Wake-up services shall be performed by the Hotel with the greatest care. Claims for damages shall be excluded except in cases of gross negligence or wilful intent.
8. The Hotel treats with care messages, mail and consignment of goods for the Guests. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry. Claims for damages are excluded, except in cases of gross negligence or wilful intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.
9. The statutory provisions for limitation periods shall apply. To the extent legally permissible, claims for damages of Guests become finally time-barred within 6 months after the departure of the Guest.

VIII. Final provisions

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions for the Hotel Accommodation Contract shall be made in writing. Unilateral changes or modifications on the part of the customer shall be invalid.
2. Place of performance and payment shall be the registered office of the Hotel.
3. Exclusive place of jurisdiction in the business transactions shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Guest.
4. The laws of Switzerland shall apply.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Rather, the affected provision shall be reduced in its content to a permissible extent. In addition, the statutory provisions shall apply.

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