

# General Terms & Conditions of Business (GTCB)

These General Terms & Conditions of Business govern the legal relationship between the guest and the Hotel Kirchbühl AG with domicile in Grindelwald.

## 1. Conclusion of contract

The contract comes into effect with the unconditional acceptance of the guest reservation by the Hotel, as a rule with the receipt of the reservation confirmation signed by the guest.

A verbal reservation may also be made in exceptional cases.

Should the guest making the reservation also book for other guests, he is liable for payment of the entire invoice resulting from this reservation.

## 2. Services

The specific hotel services are in accordance with the confirmation of reservation.

The Hotel acts solely as an agent should the guest require services which are not provided by the Hotel. These services will be invoiced separately.

## 3. Prices and duty of payment

Prices are shown in the confirmation or pricelist.

The Hotel is entitled to request a reasonable deposit on conclusion of a contract.

The deposit will be taken into account on the hotel charge to be paid or any cancellation fee.

The Hotel may also request a credit-card guarantee instead of a deposit and use the credit card to secure a deposit on the reservation.

On checking out, the final account/total account is to be paid in cash as Swiss francs (CHF) or with a credit card that is accepted by the Hotel.

## 4. Terms for cancellations or no-shows

The following cancellation fees are liable should the guest withdraw from the contract:

### High season:

Up to 30 days before arrival: no cancellation fee

29 - 0 days before arrival: 100% of package price for maximum of 3 days

### Mid season: (weekends Friday-Sunday during mid season are considered high season)

Up to 22 days before arrival: no cancellation fee

21 - 0 days before arrival: 100% of package price for maximum of 3 days

### Low season:

Up to 8 days before arrival: no cancellation fee

7 - 0 days before arrival: 100% of package price for maximum of 3 days

The receipt of the cancellation notice at the Hotel is definitive for the invoice. The above terms also apply to no-shows and premature departures.

## 5. Room occupation and vacation

Rooms are available for occupation from 15.00 h on the day of arrival.

Rooms are to be vacated by 11.00 h on the day of departure.

Guests are expected to occupy their room by the latest 18.00 h on the day of arrival.

The Hotel is to be notified in the event of late arrival or is otherwise entitled to relet the room.

The guest is not entitled to a specific room except when otherwise agreed.

Rooms may only be used for the contracted purpose of overnight accommodation. The Hotel reserves the right to terminate the contract without prior notice if the said contract has been concluded using false or misleading information or the room is not being used for the contractual purpose.

We strongly recommend the closure of a cancellation insurance.

## 6. Additional terms & conditions of business for groups/ events

For the purpose of these GTCB, groups/events are travel groups with a minimum reservation for 10 persons, with joint arrival and departure. One total invoice will be issued and if applicable handed to the travel guide. Rates for individual travellers apply to groups of fewer than 10 persons. No entitlement exists to granting of group rates. Group rates can be granted on the basis of an individual agreement, according to availability and demand.

Reservations must be confirmed in writing. The Hotel must be provided with the final list of names of group members up to 14 calendar days before arrival. The following conditions apply to group cancellations, including if only cancellation of individual rooms:

Up to 30 days before arrival: no cancellation fee

29 to 15 days before arrival: 50% of booked services

14 to 0 days before arrival: 100% of booked services

## 7. Liability of Hotel

The Hotel bears liability for property brought in by the guest in keeping with legal requirements (CO 487), to a maximum of CHF 1000.

The liability claim becomes invalid if the customer does not immediately notify the Hotel after gaining knowledge of any loss or damage.

No liability is accepted for minor negligence.

The Hotel bears no legal liability to the client for services for which it has acted solely as the agent (Item. 2).

Should the guest suffer damage or loss or be dissatisfied with the Hotel services, he must notify the Hotel immediately, otherwise no further claim will exist. All claims against the Hotel expire 6 months after the end of the contract, in so far as mandatory legal conditions do not permit a longer deadline.

Wake-up calls will be carried out by the Hotel with extreme care.

Compensation claims are excluded except in the event of gross negligence or deliberate intent.

No contract of safe custody exists if a parking space is made available to the customer in the garage or Hotel car park, including when a fee is charged. The Hotel bears no liability in the event of the loss of, or damage to, a motor vehicle parked or in motion on Hotel land, except in the case of gross negligence or deliberate intent. This also applies to vicarious agents of the Hotel as well as to the vehicle being towed away by the Hotel.

Non-contractual liabilities are in accordance with legal requirements, with rights remaining to further liability limitations and liability exclusion in accordance with these GTCB.

## 8. Further terms & conditions

Applicable law: the legal relationship between the guest/booking point and the Hotel is subject to Swiss law.

Should an individual condition of this contractual relationship become inoperative or void, all other conditions and terms remain effective.

The place of jurisdiction is agreed as Interlaken, whereby the Hotel Kirchbühl AG retains the option of going to law at the domicile of the claimant.

Should any dispute arise from the interpretation of this document, the original German version is binding.

Grindelwald, January 2007

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