

## GENERAL TERMS & CONDITIONS

### 1. CONTRACT / BOOKING

The provisions of the Swiss Code of Obligations shall apply to the conclusion of the contract (also referred to as ,booking'). A booking is deemed valid when it has been confirmed in writing by the Hotel Bernerhof and the deposit required has been paid or a credit card number has been given as security. The hotel reserves the right to charge cancellation fees directly to the credit card given as a guarantee. The hotel recommends that guests take out cancellation insurance.

### 2. RATES / MEANS OF PAYMENT

Rates are indicated out in the contract. Rates are given in Swiss francs (CHF) and include service charges and VAT. The visitors tax will be charged separately per person and night.

The hotel accepts the following means of payment: American Express, MasterCard, Visa, Maestro, Postcard and cash. Please note that the hotel does not accept cheques. Transfers may be made to the following bank account:

Address:	SB Saanen Bank, Promenade 52, CH-3780 Gstaad
IBAN	CH68 0634 2016 1010 9440 7
Clearing No.	6342
Swift/BIC	RBABCH22342

### 3. GUEST ROOMS

Rooms are available after 3.30 pm on the day of arrival and until 11.00 am on the day of departure. A further charge will be made as follows if the guest fails to vacate his room by the designated time and does not leave:

- before 4 pm: CHF 100.00
- after 4 pm: full room rate

If the guest fails to vacate his room by the designated time, the hotel reserves the right to remove his belongings from the room and to hold them in a suitable place on the hotel premises at his expense.

A hotel room is reserved solely for the registered guest. The (written) consent of the hotel is required if the guest wishes to allow a third party or an additional person to use the room. The written consent of the hotel is required for the subletting or re-letting of rooms and for their use for purposes other than accommodation. The scope of the agreement is determined by the booking made and confirmed by the guest personally.

The guest is not entitled to a specific room.

If, in spite of a confirmed booking, no room is available in the hotel, the hotel is obliged to offer alternative accommodation in another hotel of the same or a higher category. Any additional costs for such alternative accommodation are to be paid by the hotel. If the guest refuses to accept the alternative accommodation, the hotel must reimburse the guest immediately for payments already made (e.g. deposits). Further claims by the guest shall be excluded.

## 4. CANCELLATION TERMS

### A. CANCELLATION OF A BOOKING OR REDUCTION IN DAYS

#### **Individual bookings**

Upon confirmation, we allow ourselves to reserve the total amount of your booking on the indicated credit card.

Cancellations made on time will not generate any fees. **For late cancellations, the total amount of your booking will be charged to your credit card. Please respect the following terms:**

<b>Booking period</b>	<b>Cancellation fees will be charged starting from</b>
07.03. – 19.12.	7 days prior to arrival
20.12. – 06.01.	30 days prior to arrival
07.01. – 31.01.	7 days prior to arrival
01.02. – 06.03.	30 days prior to arrival

These conditions shall also apply for no shows, late arrivals or early departures. Cancellations must be made in written form. To avoid any inconvenience, we recommend a cancellation insurance.

#### **Group bookings**

A deposit of 70% of the cost of the stay is required 3 months prior to arrival together with a list of names giving the final number of guests. Cancellations must be made in writing. Deposits will not be returned. If cancellations are made less than 30 days prior to arrival 100% of the stay booked will be charged unless a replacement booking can be obtained. The same shall apply to late arrival

or early departure. In order to avoid unpleasantness, the hotel recommends that guests take out cancellation insurance.

## **B. CANCELLATION BY THE HOTEL**

The hotel is entitled, on reasonable grounds, to withdraw from the agreement with immediate effect in exceptional circumstances by giving immediate notice in writing:

The following are considered reasonable grounds:

- An agreed deposit or guarantee has not been made or given within the period fixed by the hotel;
- Force majeure or other circumstances beyond the hotel's control make it objectively impossible for the hotel to fulfil its side of the agreement;
- Rooms or premises which have been booked by giving misleading or incorrect information e.g. about the guest, the use of the room or the purpose of the stay;
- If the hotel has reasonable grounds for believing that the use of the agreed services may adversely affect the smooth running of the hotel, the safety of other guests or the reputation of the hotel;
- The guest has become insolvent (bankruptcy or fruitless seizure) or has suspended payments;
- The purpose of or the reason for the guest's stay is illegal.

If the hotel terminates the agreement for one of the above-mentioned reasons, the guest shall not be entitled to claim damages and payment for the services booked shall in principle be due.

## **5. PROVISIONAL BOOKINGS**

Provisional bookings are binding for both parties. If guests fail to confirm their booking within the option period the hotel may dispose of the rooms/premises or services in question without further notification. Confirmation must reach the Hotel Bernerhof no later than the last day of the option period.

## **6. KEYS**

The room key given to the guest is the property of the hotel. When a key is lost, the reception desk must be informed immediately; guests will be charged for lost keys.

## **7. INTERNET**

The password for the Internet can be obtained from the reception desk. Wi-Fi is free of charge for all guests. A steady connection cannot always be guaranteed. The guest shall be liable for misuse of the Internet and illegal activities connected therewith.

## **8. SMOKING**

Smoking is forbidden throughout the hotel, except in specially designated areas/rooms. If guests do smoke in their rooms, they will be charged for the cleaning. If a room cannot be let to another guest because it smells of smoke, the corresponding number of nights will be charged to the departing guest.

## **9. PETS**

Pets may only accompany guests staying in the south-facing rooms on the 1<sup>st</sup> floor with the prior express consent of the hotel and against payment of a supplement.

Owners are obliged to look after their pets properly, or hire a suitable third party to look after them at their expense. Damage caused and/or additional costs (e.g. special cleaning) will be charged to the guest in full.

## **10. LOST PROPERTY**

Lost property will be kept for six months and forwarded at the guest's request provided ownership has been clearly established. The guest will be liable for the costs and risks involved in forwarding lost property.

## **11. LIABILITY**

### **A. HOTEL**

The hotel's liability to guests for damages incurred through minor or moderate negligence shall be excluded as far as the legal framework allows and the hotel shall only be liable for damages caused intentionally or through gross negligence.

On being informed by the guest of disruptions or shortcomings in the services of the hotel, the hotel shall immediately seek a remedy. If the guest fails to notify the hotel of a defect in a timely manner, he shall not be entitled to a reduction in the agreed price.

The hotel shall be liable for a guest's personal property in accordance with the provisions of the law, i.e. up to an amount of CHF 1,000.--. The hotel shall not be liable for minor or moderate negligence. If valuables (jewellery etc.), cash or securities are not handed to the hotel for safekeeping, the hotel's liability shall be excluded as far as the legal framework allows. If a guest fails to notify the hotel immediately of losses sustained, his claims will not be recognised.

The hotel shall not be liable under any legal title for services which it has provided to the guest in an intermediary role. The hotel declines all liability for theft of and damage to material brought in by third parties.

## **B. GUEST**

The guest shall be liable to the hotel for any damage or losses caused by him, his companion(s) or his helper(s) or those taking part in his event and the hotel is not required to prove that the guest is at fault. A guest is responsible for seeing that all equipment which the hotel has placed at his disposal or obtained from third parties at his request is used properly and returned in good order and shall be liable for damage and loss.

Ski boots, hiking boots and shoes with spikes or nailed studs must be removed and left in the boot room on the lower ground floor (not in the guest's room).

The Hotel Bernerhof shall not be liable for accidents, injuries or loss of belongings incurred in the course of activities inside and outside the hotel even though such activities may have been suggested by the hotel, recommended to the guest and/or organised by third parties.

The guest shall be liable for services and outlays rendered to third parties by the hotel at his request.

## **C. THIRD PARTIES**

If the booking has been made for the guest by a third party, both the third party and the guest shall be jointly liable to the hotel for all obligations under the agreement. Regardless thereof, each person making a booking is obliged to forward all relevant information, in particular these General Terms & Conditions, to the guest.

## **12. SECURITY AND DATA PROTECTION**

Guests are obliged to comply with the fire safety regulations of the Hotel Bernerhof and, in particular, to keep escape routes clear and to refrain from smoking etc.

Guests are informed that, for their personal safety, CCTV has been installed in the hotel lobby and on the lower ground floor.

It goes without saying that guests' personal data will be treated confidentially.

### 13. PLACE OF JURISDICTION

All contracts, bookings, additional agreements and general terms & conditions shall be governed exclusively by Swiss law. Place of fulfilment and payment is the registered office of the hotel. Place of jurisdiction is **Gstaad/Thun**, canton of Berne, Switzerland.

### 14. FINAL STIPULATIONS

Changes or additions to a contract or booking confirmation will always be made in writing if at all possible. Unilateral changes or additions made by the guest are invalid. On signing the contract, confirming a booking or making a unilateral confirmation of a booking the guest automatically agrees to these General Terms & Conditions.

Gstaad, February 10<sup>th</sup> 2019