

# General terms and conditions

## Hotel Bergwelt Grindelwald

### 1. Scope

These General Terms and Conditions (hereinafter referred to as GTCs) apply to all guest accommodation contracts concluded between Swiss Design Collection AG as the operating company of Hotel Bergwelt Grindelwald and third parties (guests), as well as to all other services and deliveries provided by Hotel Bergwelt Grindelwald.

### 2. Conclusion of contract / resale

Following the reservation by the customer, or the person commissioned by the customer, the customer receives a reservation confirmation from the hotel by e-mail. The contract between the parties comes into effect with the delivery of the confirmation. A reservation made on the day of arrival is binding at the moment of acceptance by the hotel.

The resale/rental and/or rebrokering of booked rooms is prohibited. In particular, the re-sale of rooms to third parties at prices other than the actual room rates is not permitted. In such cases, the Hotel Bergwelt Grindelwald is entitled to cancel the booking. Use of the hotel room for any purpose other than accommodation is expressly prohibited.

### 3. Cancellation deadlines and advance payments Hotel

Die Stornierungsbedingungen sind abhängig von der gebuchten Rate:

#### Non refundable rates - non refundable rates:

The 100% cost of the booked services will be charged to the credit card prior to arrival, normally immediately after booking. Bookings made at a non-refundable rate cannot be changed or cancelled. No refund will be given.

#### Best available daily rate - best available rate as well as bookings with corporate rate:

This rate gives the highest possible flexibility and no prepayment is required (credit card details are only used to guarantee the booking). The booking can be canceled or modified free of charge up to 6 p.m. before the cancellation period expires. For cancellations or changes after 6 p.m. after the cancellation period has expired or for no-show, 100% of the total booked service will be charged.

In the summer and winter seasons and in particular during Christmas and sports holidays, special cancellation conditions apply, which are listed individually in the offers/booking confirmations.

The cancellation conditions of the group or contingent bookings are specified in the Offers/booking confirmations listed individually.

### 4. Cancellation deadlines Spa & Wellness

Pre-booked and reserved wellness treatments with therapists will be charged at 100% in case of no-show or cancellation after 6.00 p.m. of the previous day.

### 5. Cancellation deadlines and advance payments Seminar rooms and events

Cancellation of an event confirmed in writing:

Conference packages, room rental and number of persons

- a) Up to 30 days before the date of the event: no costs
- b) 29 to 75 days before the date of the event: 50 % of the agreed services
- c) 14 to 8 days before the date of the event: 75% of the agreed services
- d) 7 to 1 day before the date of the event: 100% of the agreed services

The invoice amount is calculated as follows:

Agreed services multiplied by the agreed number of persons. The list of names is used for the production of the menus and serves as a trend figure for the definitive number of people. The Events Department must be notified in writing of the definitive number of participants guaranteed no later than seven working days before the event; this number may not

deviate by more than +/- 5% from the trend number. The actual number of participants will always be charged, but at least the guaranteed number.

#### Rooms

- a) All rooms can be canceled free of charge up to 60 days before arrival.
- b) 30% of the current room contingent can be canceled free of charge up to 59 days before arrival.
- c) 20% of the current room contingent can be canceled free of charge up to 14 days before arrival.
- d) 70% of the current room contingent can be canceled free of charge up to 7 days before arrival.
- e) In the event of rooms being canceled outside the free cancellation period and in the event of a no-show, we reserve the right to charge you 700% of the total price.

#### Sellout Bergwelt Grindelwald

An advance payment of 50% is required for a full booking of the hotel. Subsequently, the cancellation deadlines for the rooms apply

#### **6. Taxes, fees, duties**

The advertised prices are in CHF including service and VAT. The state accommodation and overnight charges (visitor's tax) per person and night will be charged in addition to the advertised prices.

#### **7. Terms of payment**

The hotel is entitled to demand a reasonable deposit or security at any time. If the customer does not fulfil his obligation to pay the deposit or provide the security in due time, the hotel shall be entitled to withdraw from the contract after setting a reasonable grace period.

If no advance payment has been made, the entire invoice amount must be paid by the customer by credit card (Master, VISA, American Express), debit card (EC/Maestro) or in cash at the latest upon departure. Common foreign currencies (Euro, Dollar, Pound) are accepted according to the daily exchange rate and with a surcharge of 3%. If payment by invoice has been agreed, this is due 30 days after the invoice date without deduction. In the event of late payment, the hotel is entitled to charge interest on arrears. Payment by invoice is only possible for companies located in Switzerland.

#### **8. Fire & Ice SPA**

Entry to the Fire & Ice SPA and Gym is only permitted from the age of 16 without being accompanied by parents. Access to the sauna area is generally only permitted from the age of 16. The hotel assumes no liability in the event of accidents or events due to violations of the access regulations.

Further provisions relating to the SPA stay are listed and explained in the "How to SPA" brochure.

#### **9. Possibilities of using reserved rooms / arrival and departure times**

Reserved rooms are available to the guest from 15.00 hrs on the day of arrival until 12.00 hrs on the day of departure. In the event of earlier departure or later departure, the hotel will endeavour to make this possible upon corresponding timely request, subject to availability and, if necessary, for a fee. There is no entitlement.

If the room is used for a longer period of time without prior agreement and consent of the hotel, the hotel may charge the costs for up to one overnight stay.

If the guest is unable to arrive on time or at all as a result of force majeure (floods, earthquakes, etc.), the obligation to pay shall not apply. The guest must prove the impossibility of non-arrival. However, the obligation to pay for the booked stay shall be revived from the moment the guest is able to arrive.

#### **10. Group bookings / room allotments**

In the case of group bookings, the customer must submit a complete list of participants to the hotel no later than 14 days prior to arrival, including the first and last names of all guests as well as instructions regarding the division of costs between the customer and the overnight guest. If the booked contingent is not exhausted, the rooms not required will be put back on sale. The general cancellation policy for group bookings and allotments allows the reservation to be cancelled up to 60 days before arrival.

Individually agreed cancellation conditions remain reserved in any case.

#### **11. Liability**

The hotel is liable for the guests' brought-in items in accordance with the statutory provisions. The hotel is liable for damages only in cases of intent or gross negligence. Liability for slight negligence is expressly excluded. Should one of our guests come to harm or not be satisfied with the hotel's services, this must be reported immediately to the hotel management, otherwise the guest cannot assert any rights claim any more.

#### **12. Data protection**

Hotel Bergwelt Grindelwald attaches great importance to data protection. When you make reservations and/or send us enquiries via our website, we require personal information from you, such as your name and email address. We will treat this data confidentially and use it solely for the purpose of providing individual information to our customers, geared to their interests and needs, as well as for statistical and marketing purposes for our own activities. We use this data to tailor our website and our own range of services to the needs of our users. However, data processing is also carried out in particular for the purpose of market analysis and to determine the interest in the varied hotel offer and thus to gain conclusions for the design of this tourist service offer in line with needs. Any other use of your personal data, in particular its sale to third parties, is expressly excluded.

#### **13. Food and drinks brought along**

In the public areas, the consumption of food and drinks brought in is prohibited. Breakfast may only be taken in the rooms provided for this purpose. No food or drinks may be taken from the buffet. The preparation of food is prohibited in the rooms.

#### **14. Non-smoking in the hotel**

The Hotel Bergwelt Grindelwald is a non-smoking hotel. Smoking is prohibited in the entire hotel complex - except in the Smokers Lounge on the ground floor. If a guest nevertheless smokes in the rooms or in the public area, we will charge him/her CHF 200.00 towards the cleaning costs (curtains, furniture, carpet, etc.). If the hotel room cannot be re-let the next day due to the strong smell of smoke, an additional night will be charged according to the hotel tariff. All rooms and guest rooms are connected to a fire alarm centre via smoke detectors. In the event of a fire alarm through the fault of the guest, all costs incurred in direct connection therewith, such as the deployment of the fire brigade or the follow-up costs for restoring the operating condition, shall be borne solely by the party responsible.

#### **15. Lost property**

Lost property belonging to guests will be kept for six months. All valuables will be handed over to the public lost property office within one week.

#### **16. Pets**

Bringing a pet requires the consent of Hotel Bergwelt Grindelwald. The guest is obliged to give prior notice of the wish to bring a pet. If Hotel Bergwelt Grindelwald agrees to the bringing of a pet, this is on condition that the pet is under the constant supervision of the guest, is free from illness and does not otherwise pose a danger to the hotel guests or staff. For the special cleaning of the room we charge CHF 35.00 per pet and night without food. If damage is caused to the room by the animals, this must be paid for by the pet owner or guest. Animals must be kept on a leash in all public areas. Exceptions to this rule are guide dogs, deaf dogs and other similar service dogs. These may be kept free of charge and at all times.

#### **17. Final provisions**

Changes or additions to the contract or the reservation confirmation shall always be made in writing, if possible. Unilateral changes or additions are invalid. By making an online booking, by booking through a travel agency or online travel agency or by the unilateral confirmation of a booking by the guest, the guest accepts our "General Terms and Conditions". The contract shall be governed exclusively by Swiss law. The parties agree that Bern, Switzerland, shall be the exclusive place of jurisdiction.

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