# General Terms and Conditions for Guests of the Hotel Schwarzhorn

Last updated: 9 July 2024

#### Disclaimer:

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#### Introduction:

The following General Terms and Conditions (GTC) constitute the legal basis for the contractual relationship between Hotel Schwarzhorn, hereinafter referred to as the "Hotel", and its guests. These GTC are applicable to all bookings and reservations made either through the official website of the Hotel or by contacting the Hotel personally. In addition, they apply to the entire stay of the guests at the hotel, including all services and facilities offered.

The GTC contain important regulations and information about the rights and obligations of the guests as well as the hotel. By making a reservation and commencing your stay at the hotel, you accept the validity of these General Terms and Conditions and agree that they are authoritative for your stay at the Hotel Schwarzhorn.

It is strongly recommended that you read these terms and conditions carefully before making a reservation or beginning your stay at the hotel. If you have any questions or uncertainties regarding the GTC, please contact the hotel directly before making your reservation or beginning your stay. The hotel is always available to clarify any questions and assist you in planning your stay.

Please note that Hotel Schwarzhorn reserves the right to change or update these T&C at any time without prior notice. In such cases, the most current version of the GTC will be published on the hotel's official website. It is the responsibility of the guests to inform themselves about the applicable conditions and to familiarize themselves with the current GTC.

By using the Website, contacting the Hotel and using the Hotel's services and facilities, you expressly agree to these Terms and Conditions and accept the rights and obligations associated with them.

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## 1. Scope

These General Terms and Conditions for Guests (GTC) apply to all guests who make a reservation and stay at the hotel via our website or directly at the hotel. By making a reservation and staying at the hotel, the guest agrees to these terms and conditions.

### 2. Check in and check out

Unless individual arrangements have been made, the rooms are available to you from 15:00 on the day of arrival. On the agreed departure day, we ask you to release the rooms by 10:00 a.m. at the latest, so that we can prepare them for the next guest. In case of late release of the room until 12:00 o'clock, we reserve the right to charge 50% of the full accommodation price (based on the list price) for the use exceeding the contract. From 14:00 the surcharge is 100% of the full lodging price.

#### 3. Credit card information

Guests must provide valid credit card details at the time of booking. The hotel reserves the right to authorize the credit card before arrival. The credit card serves as a guarantee for the booking. In case of no-show, the credit card may be charged. The credit card information is subject to the privacy policy see section 17.

## 4. Smoking

The hotel is smoke free. Smoking is prohibited in all areas of the hotel. In case of violation of this prohibition a fee will be charged.

#### 5. Prices

- 5.1. All prices are in Swiss Francs (CHF) per person and night.
- 5.2. Our prices include the statutory value added tax (VAT) applicable at the time of your stay.
- 5.3. The prices quoted do not include the spa and accommodation taxes of CHF 1.80 per person per night. These taxes will be charged on the final bill.
- 5.4. Prices are subject to change without notice, but we will always inform you of any changes before you make a reservation.
- 5.5. Payment is due upon departure. Please refer to section 14 for payment methods and terms.
- 5.6. We reserve the right to require a deposit or advance payment at the time of booking.
- 5.7. If you cancel your reservation, the cancellation conditions in section 9 apply.

## 6. Internet usage

- 6.1. To access the Internet, the guest must request a password at the reception. This service is available to all hotel guests.
- 6.2. The guest is responsible for the use of his access data and is liable for misuse and illegal behavior when using the Internet.
- 6.3. The hotel does not guarantee a stable and fast internet connection. In the event of a possible failure of the Internet connection, the guest has no right to compensation or damages.
- 6.4. Access to the WLAN network is granted after entering a valid password, which is available at the reception. The access data may not be disclosed to third parties.
- 6.5. Access to the WLAN network is exclusively for the personal use of the user. Any commercial use is prohibited.
- 6.6. The user undertakes to use the WLAN network exclusively for legal purposes and not to engage in any illegal activities.
- 6.7. The hotel does not guarantee the availability and quality of the WLAN network. Liability for damages resulting from the use of the WLAN network is excluded.
- 6.8. The hotel reserves the right to block or terminate access to the WLAN network at any time if the user violates these General Terms and Conditions.
- 6.9. Exclusion of damages in case of failure
- 6.10. The hotel is not liable for any damages caused by a failure or malfunction of the WLAN network.
- 6.11. The hotel is also not liable for damages resulting from the impossibility to use the WLAN network, especially not for lost revenue or lost profit.
- 6.12. The hotel is also not liable for damages caused by force majeure, disturbances of the network operation, errors of the network infrastructure or similar events that are beyond the control of the provider.
- 6.13. The user is responsible for his own access data.

# 7. Extension of the stay

- 7.1. Extension of the stay is possible only after prior consultation and availability. Guests who wish to extend their stay should inform the hotel as early as possible.
- 7.2. The extension of the stay is subject to availability and may be subject to additional costs.

## 8. Reservation requests via the hotel's own web form

8.1. The guest can make a reservation via the hotel's web form. A reservation is not binding until the hotel sends the guest a confirmation email. Reservations are subject to availability and the hotel may refuse or cancel requests without giving reasons. Special requests, such as room location or bed type, will be considered but cannot be guaranteed. The hotel reserves the right to change the room type or price due to unforeseen circumstances and will not be held responsible for any errors or omissions in the information provided on the form.

#### 9. Cancellation conditions

- 9.1. Cancellation by the guest: The guest has the possibility to cancel his booking free of charge until the specified cancellation time. After this time, cancellation fees will be charged. Cancellations must be submitted in writing and confirmed by the hotel to be valid. The cancellation fees are staggered according to the following structure:
  - · Cancel up to 21 days before arrival: No fee
  - Cancel 15 to 21 days before arrival: 25% of total booking price
  - · Cancel 8 to 14 days before arrival: 50% of total booking price
  - Cancel 7 days or less before arrival: 100% of total booking price
  - In case of no show: 120% of the total booking price

#### 9.2. Reservation Rescheduling:

If a confirmed reservation is rescheduled to another date within 21 days prior to the original arrival date, a fee of 100% of the total reservation price will apply, regardless of whether cancellation of the rescheduled reservation occurs within 21 days prior to the arrival date.

#### 9.3. Special cases:

In exceptional cases, such as special offers or last minute cancellations during high season, the hotel reserves the right to charge higher cancellation fees.

#### 9.4. Weather-related Cancellations:

Cancellations due to weather will not be considered a valid reason for waiving cancellation fees. Guests are advised to plan their trip accordingly, taking into account the availability of public transportation.

#### 9.5. Cancellations due to accidents:

Cancellations due to accidents are not exempt from cancellation fees. However, guests affected by such accidents may submit the cancellation invoice to their insurance company for possible reimbursement.

#### 9.6. Rescheduling Last Minute Reservations:

Last minute rescheduling is at the sole discretion of the hotel and cannot be guaranteed. Such requests are considered a goodwill gesture and availability is subject to hotel occupancy and operational constraints.

### 9.7. Trip Cancellation Insurance:

We strongly recommend that our guests purchase trip cancellation insurance to be financially protected in the event of a cancellation.

# 10. Cancellation by the hotel

- 10.1. The hotel reserves the right to cancel a booking without giving any reason. In this case, any payments already made by the guest will be fully refunded. In this case, the hotel will inform the guest as soon as possible and, if possible, offer alternative accommodation.
- 10.2. The hotel reserves the right to cancel a booking if the guest violates the house rules or the general terms and conditions.
- 10.3. Should the hotel be forced to discontinue its services for reasons beyond its control (e.g. natural disasters, epidemics, official orders), there is no right to a refund or compensation.

#### 11. Late Check-in

- 11.1.If you expect to arrive at our hotel after 18:00 on the day of your reservation, you must notify us in advance. If you do not notify us, and you do not arrive by 18:00, we reserve the right to consider your reservation void and make the room available to other guests.
- 11.2.To notify us of a late check-in, please contact our front desk by phone or email before 18:00 on the day of your reservation.
- 11.3.If you fail to notify us of a late check-in and your reservation is considered void, you will still be responsible for paying any charges or fees associated with your reservation, including the full room rate for the night(s) you booked.

## 12. Early departure

In case of early departure, the hotel will charge the full booking amount.

## 13. Group reservations

For group bookings of 10 people or more, different conditions may apply and are available upon request.

## 14. Impossible arrival

- 14.1.The guest is obliged to inform the hotel in due time about any circumstances that might prevent the planned arrival.
- 14.2.In the event that the guest is unable to arrive or arrives late for reasons for which the guest is responsible (e.g. delays in public transportation or personal circumstances), the hotel reserves the right to cancel the reservation at the guest's expense.
- 14.3.In the event that arrival is not possible due to circumstances beyond the guest's control (e.g. natural disasters, epidemics, official orders), the hotel will make every effort to offer substitute accommodation if available.
- 14.4. The guest has no right to compensation or damages if the non-arrival is due to reasons for which the guest is responsible.
- 14.5. The guest is not entitled to a refund of payments already made if the arrival is not possible for reasons for which the guest is responsible.
- 14.6.It is recommended to take out a travel cancellation insurance in order to be financially covered in case of a not possible arrival.

# 15. Means of payment and terms of payment

15.1. Means of payment:

The hotel accepts only cash payments as a means of payment. Card payments or other electronic payment methods are not possible for technical reasons.

15.2. Terms of payment:

The total amount of the reservation will be charged by the hotel at check-out. All additional costs incurred during the stay must be paid before departure.

15.3. Service Charge for Departure without Settling the Bill In the event that a guest departs without settling the bill in full, a service charge of 2.5% will be applied to the outstanding balance. This service charge is intended to cover the administrative costs and efforts required to process the pending payment.

#### 16. Pets

#### 16.1.General conditions

Pets, especially dogs and cats, are generally allowed in our accommodation, provided they are clean and well behaved. Please inform us at the time of booking if you plan to arrive with a pet.

#### 16.2.Responsibility of the guest

The guest is responsible for the welfare and appropriate care of the pet throughout the stay. This includes keeping the animal under control and ensuring that it does not disturb or damage other guests or furnishings.

#### 16.3.Liability for Damage

The guest is liable for all damage caused by the animal and is obligated to pay any costs incurred to repair the damage.

#### 16.4.Use of hotel inventory

The guest is responsible for ensuring that the animal does not use the bedding, furniture or other furnishings and lies exclusively on the floor.

#### 16.5.Cleaning

The guest is responsible for cleaning the animal and the premises used by him. If the animal causes an increased cleaning effort, the guest is obliged to pay an additional animal keeping fee.

#### 16.6. Violation of the General Terms and Conditions

The provider reserves the right to prohibit the keeping of animals at any time if the guest violates these General Terms and Conditions or if the animal impairs the well-being of other guests.

## 17. Liability regulations

#### 17.1.Customer liability

The customer bears full responsibility towards the hotel for all damages, losses or other impairments caused by himself or by third parties. The customer is obligated to immediately notify the hotel of any damage incurred and to make appropriate restitution.

#### 17.2.Liability of the hotel

The hotel assumes no liability for theft, damage or loss of items brought to the hotel by the customer. This includes both personal and business items. The customer is advised that it is their responsibility to take appropriate security measures to ensure the protection of their belongings.

#### 17.3.Insurance Coverage

It is the customer's responsibility to obtain adequate insurance to protect his property and interests against possible risks during his stay at the hotel. The hotel recommends that the customer obtain information about suitable insurance options and take out appropriate policies.

## 18. Privacy policy

The hotel's data protection conditions are listed in a separate document and are considered an integral part of these General Terms and Conditions. The Customer agrees to the processing of his personal data in accordance with the Privacy Policy. In order to be informed about the Hotel's data protection practices, the Customer is requested to read the relevant document carefully. The document is available on the hotel's website or can be viewed upon request at the hotel.