



# General Terms and Conditions for Hotel Accommodation Contracts

## Applicability

1. The present terms and conditions apply to contracts for the use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. All goods and services provided by the hotel shall be exclusively governed by the present terms and conditions. The hotel and the customer shall be bound by the terms and conditions.
3. The hotel shall not be bound by conflicting terms and conditions of the customer.

## Conclusion of contract; parties;

1. The customer may book a room or other services of the hotel by phone, internet, e-mail, fax or letter or directly at the reception. The contract is validly established through the hotel's acceptance of the customer's application by means of a written confirmation (by internet, e-mail, fax or letter). If the customer books a room directly at the reception, the parties enter into a contract and are bound to it upon the oral acceptance of the customer's application by the hotel.
2. The parties to the contract are the hotel and the customer. Thereby, "customer" means the person to which the services of the hotel are provided. The booking of a hotel room by a third party on behalf of the customer or the use of a room for purposes other than accommodation must be indicated in the application and requires the written approval of the hotel. If a third party books the hotel room on behalf of the customer, the third party and the customer are liable to the hotel as joint and several debtors for all obligations arising from the hotel accommodation contract.

## Performances, rates, payment, set-off

1. The hotel is obligated to keep the rooms booked by the customer available and to render all services agreed on.
2. The customer is obligated to pay the applicable or agreed hotel rates for the booked rooms as well as the prices for all services rendered by the hotel in favour of the customer. This does also apply to the hotel's services and outlays to third parties caused by the customer.
3. The hotel rates and prices are indicated in Swiss Francs and refer to the booking of one hotel room. They include the applicable value-added tax as required by law. City tax is not included.
4. If the period between the conclusion and fulfilment of contract exceeds four months, and if the rate generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed rate to a reasonable extent, but not by more than 10 percent.
5. Moreover, the hotel may change rates if the customer later wishes to make changes in the number of reserved rooms, the hotel's services or the length of guests stay

and the hotel consents to such changes.

6. The rates and prices for the rooms and the services provided by the hotel is, in general, invoiced at the time of check-out to the customer, but the hotel may, in its sole and absolute discretion, also invoice the prices for the hotel rooms and/or any other services at any time before the check-out or send the invoice to the customer after the check-out by mail. The prices for the hotel rooms and other services are due and payable without deduction at the time of receipt of the invoice.
7. In case of delayed payment, the hotel is entitled to charge default interest in the amount of 5% of the invoice total. The hotel reserves the right to claim damage in excess thereof.
8. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of contract or thereafter. It shall inform the customer about the amount of the required advance payment and the due date in the booking confirmation or in a separate e-mail, fax or letter. If the advance payment is not made until the indicated due date, the hotel is no longer bound to the contract and no longer obliged to provide any services to the customer.
9. The customer may not withhold or set-off claims of the hotel without the consent of the hotel.

## Rescission by customer (cancellation)

1. Rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If it is not given, then the rate agreed in the contract must be paid even if the customer does not avail himself of contractual services. This does not apply in cases of delayed performance for which the hotel is at fault.
2. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel by the agreed date, to the extent there is no delay in performance by the hotel or of impossibility of performance by the hotel for which the hotel is at fault.
3. If the customer does not use rooms, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.
4. Cancellation terms for group bookings are settled in the accommodation contract separately.

## Rescission by hotel

1. To the extent a right of rescission within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period, if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not

## THE HEY HOTEL

Höheweg 7 | CH-3800 Interlaken  
+41 (0)33 827 87 87 | Fax +41 (0)33 827 87 70

Bankverbindung Raiffeisen Schweiz  
IBAN CH08 8080 8005 3351 6835 2 | Swift RAIFCH22

VAT Number CHE-112.130.354 MWST  
Betreibergesellschaft: THE HEY HOTEL AG



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- waive his right of rescission when asked by the hotel.
- Moreover, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if
    - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
    - rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose;
    - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - The hotel must notify the customer without delay that it is exercising its right of rescission.
  - The customer can derive no right to compensation from justified rescission by the hotel.

### Room availability, delivery and return

- The customer does not acquire the right to be provided specific rooms.
- Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
- Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, the hotel may charge 50 percent of the full accommodation rate (list price) in addition to damages so incurred for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 percent).

### Liability of the hotel

- Any claim against the hotel for damages or loss and any warranties of every type and kind are excluded, unless the customer proves that the hotel has caused the damages or loss by willful misconduct or gross negligence. The hotel is not liable to the customer for any claims, damages or loss of profit which may be suffered by the customer in any respect for incidental, special, consequential, direct or indirect damages of any kind arising out of or in relation to the services of the hotel, unless the customer proves that the hotel has caused the damages or loss by willful misconduct or gross negligence. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer undertakes to contribute reasonable assistance

in remedying the disruption and minimizing any possible damage.

- The hotel is not liable for any damage, destruction or misappropriation of personal effects brought onto the premises by the customer, unless the customer proves that the hotel has caused the damage, destruction or misappropriation by willful misconduct or gross negligence. The customer's claims are forfeited if he fails to report any loss or damage to the hotel immediately (art. 489 sect. 1 CO).
- If a parking space is provided to the customer in the hotel garage or a hotel parking lot, also against payment, no contract for safekeeping is established. The hotel is not liable for any loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and neither their contents, unless the customer proves that the hotel has caused the damage, destruction or misappropriation by willful misconduct or gross negligence. This also applies to vicarious agents of the hotel. The customer's claims are forfeited if he fails to report any damage, destruction or misappropriation to the hotel immediately.
- The hotel carries out wake-up calls with the greatest possible diligence. Damage compensation claims are precluded hereby, excepting cases of willful misconduct or gross negligence.
- Messages, mail, and merchandise deliveries for the customer are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). Damage compensation claims are precluded hereby, excepting cases of willful misconduct or gross negligence.

### Final provisions

- Changes and amendments to the contract or these Terms and Conditions for Hotel Accommodation must be made in writing. Unilateral changes and amendments by the customer are invalid.
- Place of performance and payment is the location of the hotel's registered office.
- The contract is governed by and shall be construed in accordance with the laws of Switzerland. The exclusive **place of jurisdiction is Thun.**
- Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. For the rest, the statutory provisions apply.

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#### THE HEY HOTEL

Höheweg 7 | CH-3800 Interlaken  
+41 (0)33 827 87 87 | Fax +41 (0)33 827 87 70

Bankverbindung Raiffeisen Schweiz  
IBAN CH08 8080 8005 3351 6835 2 | Swift RAIFCH22

VAT Number CHE-112.130.354 MWST  
Betreiber-gesellschaft: THE HEY HOTEL AG