

# GENERAL TERMS AND CONDITIONS

## 1. Scope of application

These General Terms and Conditions (hereinafter referred to as GTC) apply to the use of rooms and all other related services and deliveries of H & R Bären GmbH (hereinafter referred to as Hotel & Restaurant Bären) to customers. All offers of Hotel & Restaurant Bären are based on the following GTC. They form an integral part of every contract. Should the present GTC contradict any contractual conditions of a customer, the present GTC shall take precedence.

## 2 Conclusion of contract

For the conclusion of the contract, the provisions of the Swiss Code of Obligations apply. Following the reservation by the customer, the customer will receive a written reservation confirmation from Hotel & Restaurant Bären. The contract between the parties is only concluded with this written reservation confirmation from the Hotel & Restaurant Bären to the customer or a deposit or guarantee by credit card.

## 3. Services, payments and prices

Hotel & Restaurant Bären undertakes to provide the services ordered by the customer and promised in writing by Hotel & Restaurant Bären. All prices are per night including breakfast in Swiss francs (CHF) and include the statutory value added tax (VAT). Hotel & Restaurant Bären is entitled to request an appropriate deposit at any time. The amount of the deposit and the payment dates will be agreed in writing in the contract. If the customer does not fulfill his obligation to pay the deposit in due time, the customer is liable for the resulting damage. If no deposit is required by Hotel & Restaurant Bären, the entire invoice amount must be paid by credit or debit card (Master, Visa, EC/Maestro, Postcard) or in cash no later than the date of departure. If payment by invoice is agreed, the entire invoice amount is due 30 days after the invoice date. In the event of late payment, Hotel & Restaurant Bären is entitled to charge interest on arrears at a rate of 5%. Price changes by the Hotel & Restaurant Bären are expressly reserved.

The H & R Bären GmbH does not send invoices abroad. The contractual partner agrees to make an advance payment of 50% of the total amount of the services agreed in the contract up to 10 days before arrival if the billing address is not in Switzerland. The possible remaining amount (services after consumption) is to be paid at the latest on the day of departure. If no payment is made in time, the reservation is cancelled according to point 5.

## 4. Liability

The customer is liable to the Hotel & Restaurant Bären for all damages and losses or other damages caused by himself, his employees, his agents or event participants or other third parties. Hotel & Restaurant Bären declines all liability for theft of and damage to items brought in by the customer from event participants or third parties. The insurance of exhibits as well as other items brought in by the customer, event participants or third parties is the responsibility of the customer. Hotel & Restaurant Bären may demand proof of sufficient insurance from the customer at any time. The customer is obliged to maintain peace and order. He undertakes to indemnify Hotel & Restaurant Bären in full against all civil and public law claims brought against Hotel & Restaurant Bären by authorities or third parties (including event participants, guests or employees and contractual partners of the customer) on the basis of his event or to pay for all such claims. The Hotel & Restaurant Bären is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular for slight or medium negligence or for indirect damage, such as in particular loss of profit, is excluded.

## **5. Withdrawal of the Hotel & Restaurant Bären**

If the performance to be rendered by Hotel & Restaurant Bären under the contract is made considerably more difficult or impossible in whole or in part by force majeure or other circumstances for which Hotel & Restaurant Bären is not responsible, Hotel & Restaurant Bären may withdraw in whole or in part without compensation to the extent of the part of the contract not yet performed. The Hotel & Restaurant Bären is also entitled to withdraw without compensation if there is reasonable cause to believe that the smooth operation of the business, the safety or the public reputation of the Hotel & Restaurant Bären may be at risk. Any claims for damages by Hotel & Restaurant Bären against the customer remain expressly reserved.

## **6. Arrival and departure times**

The hotel rooms are ready for occupancy from 3:00 p.m. on the day of arrival and must be vacated before 12:00 a.m. on the day of departure. Use in excess of the contract will be charged 50% of the list price per night until 6:00 pm and 100% after 6:00 pm. The Hotel & Restaurant Bären reserves the right to remove the guest's belongings from the room and store them in a suitable place at a charge.

## **7. Group reservations**

After expiration of the time limit set by the Hotel & Restaurant Bären, the rooms of the respective contingent that are still available will be released for open sale.

## **8. Cancellation conditions**

The following conditions apply to the cancellation of reservations:

Cancellation of 1-2 rooms is free of charge until 12:00 local time. Cancellation after 12:00 on the day of arrival will be charged the room rate for at least one night.

Cancellation of 3 rooms or more is free of charge until 7 days before arrival. In case of cancellation after the above mentioned deadline, the customer will be charged cancellation fees as follows:

3 - 7 days before arrival: 50% of the total amount of the contracted services. From 2 days before arrival: 100% of the total amount of the contracted services.

In case of early departure or no-shows, the hotel is entitled to charge the total amount of the booked services.

For all cancellations, it also applies that services provided in advance by the Hotel & Restaurant Bären and its partners must be paid in full in any case. The hotel reserves the right to contractually determine individual cancellation conditions.

## **9. Pets**

Pets are welcome in our hotel with advance notice. For special cleaning we charge CHF 40.- per night and a maximum of 80.- per stay, excluding food.

## **10. Room allocation**

The Hotel & Restaurant Bären expressly reserves the right to exchange rooms of the same category.

## **11. Parking place**

Parking spaces are available free of charge in front of the hotel or in the municipal parking lot. The hotel does not assume any liability for parking damages.

## **12. Smokers**

It is expressly forbidden to smoke in the hotel rooms as well as in the restaurant. Smokers are requested to use the designated areas. Violations will be charged with a fee of CHF 200.- per night.

## **Applicable Law/Court of Jurisdiction**

Only Swiss law is applicable to the contract. The exclusive place of jurisdiction is Niederbipp. Should any clause of this agreement be or become invalid or void, the validity of the remaining parts of the contract shall not be affected. In the event of the invalidity or nullity of a provision of the agreement, such provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same procedure shall be followed if a loophole becomes apparent.