

# General terms and conditions Hotel Jardin Bern

## 1. Basic information

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer/organiser, hereinafter referred to as Guest, and Hotel-Restaurant Jardin GmbH as operator of the Hotel Jardin Bern, hereinafter referred to as Hotel.

For the sake of simplicity, these GTCs always refer to a contract, regardless of the service provided.

The Hotel's Terms and Conditions of Business in effect at the time of conclusion of the contract shall apply exclusively. The Guest's General Terms and Conditions of Business shall only apply if this has been expressly agreed in writing prior to signing the Contract.

Should individual provisions of these GTC be invalid or void, the validity of the contract and the remaining GTC provisions shall not be affected. In all other respects the statutory provisions shall apply.

## 2. Place of jurisdiction / Applicable law

For any disputes arising from this contract, the city of Berne in the Canton of Berne, Switzerland, shall be the place of jurisdiction, unless another legally binding place of jurisdiction exists.

Swiss law shall apply exclusively for all contractual, reservation, possible additional agreements and general conditions. Place of performance and payment is the Hotel's registered office.

## 3. Definitions

**Groups:** Groups in the sense of these GTC are travel groups with a minimum number of 15 booked persons.

**Written confirmations:** Fax and e-mail messages are also regarded as written confirmations.

The **contractual partners** are the guest and the hotel.

## 4. Subject matter of the contract / scope of application

The contract for the rental of rooms, seminar rooms, areas as well as the purchase of other goods and services is concluded with the written confirmation of the guest or implied.

A reservation made on the day of arrival itself is binding at the time of acceptance by the Hotel.

Amendments to the contract shall only become binding for the Hotel upon (written) confirmation. Unilateral amendments or additions to the contract by the guest are invalid.

The subletting or re-letting of the rooms made available and their use for purposes other than lodging shall require the prior written consent of the Hotel.

## 5. Scope of services

The scope of services of the contract is determined by the individually made and confirmed reservation of the guest.

The guest has - other contractual agreements reserved - no claim to a specific room.

## 6. Usage duration

Subject to other agreements, the guest has the right to use the rented rooms from 14:00 hours of the agreed day of arrival until 11:00 hours of the day of departure.

If the guest arrives after 7:00 p.m. on the day of arrival, the hotel must be informed by telephone or in writing by the guest about the later arrival by 5:00 p.m. at the latest, otherwise the hotel may freely dispose of the rooms.

In the event of a delay of 03 hours or more in the release of the room by the guest, the hotel may charge 100% of the accommodation price (list price) for use in excess of the contractual period. This does not constitute a contractual claim by the Guest for the proper continued use of the rooms; the Hotel reserves the right to claim damages.

The Hotel reserves the right to remove the Guest's belongings from the room and to store them at a suitable place in the Hotel at the Guest's expense if the Guest is late leaving the room.

## 7. Options

Option dates are binding for both parties. The hotel may dispose of the opted rooms/rooms or services after the option period has expired without further notice.

The confirmation must be received by the hotel no later than the last day of the option period.

## 8. Prices / Payment obligation

The prices communicated by the hotel are in Swiss francs (CHF) and include value added tax and other taxes. Visitor's tax (City-Tax) is indicated individually.

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The Guest is obliged to pay the agreed or applicable Hotel prices for the room rental and any other services used by him/her. This also applies to orders placed by his companions and visitors.

Any increase in statutory charges after conclusion of the contract shall be borne by the Guest. Prices quoted in foreign currencies are indicative and will be charged at the respective daily exchange rate. Prices are valid only if confirmed by the Hotel.

Prices may be changed by the Hotel if the Guest subsequently requests changes in the number of rooms booked, the services provided by the Hotel or the length of the Guests' stay.

Depending on the agreement or if the reservation amount is CHF 200.00 or more, the hotel may require a deposit of 50% of the total reservation amount. The down payment is to be understood as a partial payment on the agreed fee.

The hotel may also require a credit card guarantee instead of a down payment.

An advance payment must be transferred at the latest 14 days before arrival. If the reservation is made at shorter notice, the hotel shall require a credit card guarantee for the entire booking amount.

If the advance payment or the credit card guarantee is not made in due time, the hotel may rescind the contract (including all promises of performance) immediately (without reminder) and demand the cancellation costs listed under Item 10 of these GTC.

The Hotel is entitled to invoice or interim invoice its services to the Guest at any time.

The final invoice shall include the agreed price plus any additional amounts that may have arisen due to additional services provided by the Hotel to the Guest and/or persons accompanying him/her. Unless otherwise agreed, the final invoice is payable in Swiss francs in cash or by accepted credit card at the latest on the checkout on the day of departure.

The Hotel may charge a reminder fee of CHF 5.00 for each reminder.

Any objection to set-off against claims of the hotel is excluded.

## 9. Cancellation by the hotel

Up to and including 30 days before the agreed date of arrival of the guest, the hotel may withdraw from the contract without incurring any costs.

Furthermore, the hotel is entitled to withdraw from the contract extraordinarily and with immediate effect at any time for objectively justified reasons by immediate unilateral and written declaration:

Objectively justified reasons are, for example:

- an agreed advance payment or security deposit is not made during the period set by the hotel;
- force majeure or other circumstances for which the hotel is not responsible and which make the performance of the contract objectively impossible;
- rooms or rooms booked or used under misleading or false information, e.g. in the person of the guest or for the purpose of use or stay;
- the hotel has reasonable cause to believe that the use of the agreed services may impair the smooth running of business, the safety of other hotel guests or the reputation of the hotel;
- the Guest has become insolvent (bankrupt or fruitless attachment) or has suspended payments;
- The purpose or occasion of the stay is unlawful.

In the event that the hotel withdraws from the contract for the aforementioned reasons, the guest shall not be entitled to claim damages and compensation for the services booked shall remain due.

## 10. Cancellation of the reservation / cancellation fees

### Cancellations

Cancellation of the reservation requires the written consent of the hotel. If this is not done, the agreed price must be paid even if the guest does not make use of contractual services. If the guest fails to appear ("no-show"), 100% of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the arrival of the written cancellation of the guest at the hotel. This applies to letters as well as fax and e-mail messages.

The cancellation period is according to the reservation confirmation received in writing by the guest. A distinction is made between two rates:

- The standard rate can be cancelled free of charge up to a time agreed in the booking confirmation before arrival. After this period the entire booking amount is due. A credit card must be provided for guarantee purposes when booking.

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- The non-refundable rate (also called NRF rate / non-refundable rate) cannot be cancelled after booking. 100% of the booked service is debited from the credit card to be deposited at the time of booking. The booking is only valid after payment has been made.

Cancellation after expiry of the deadline or a non-refundable rate is only possible in the case of an express ban on entry into Switzerland for guests arriving from abroad.

If the guest withdraws from the contract without an approved cancellation being present, or if certain reserved services are changed or cancelled, 100% of the amount mentioned in the reservation confirmation will be charged

## **Advance payment**

For reservations of any kind, the hotel may charge an advance payment of all or part of the amount. The reservation becomes valid only after receipt of payment of the agreed amount. In the event of cancellation within the stipulated period, the amount already paid will be refunded using the same method of payment.

## **11. Early departure**

If the guest leaves prematurely, the hotel is entitled to charge 100% of the total services booked.

## **12. Stay / keycards / security / internet / smoking**

The hotel room is reserved exclusively for the registered guest. Leaving the room to a third person or using it by an additional person requires the (written) permission of the hotel.

By concluding a contract, the Guest acquires the right to the customary use of the rented rooms and the Hotel's facilities by all persons booked, which are normally and without special conditions accessible to the Guests for use, and to the customary service. The Guest shall exercise his/her rights in accordance with any Hotel and/or guest guidelines (house rules).

The room card issued by the hotel remains the property of the hotel and allows access to the hotel during the booked stay. Loss of the card must be reported immediately to the reception desk. A damaged or lost card will be charged to the guest at CHF 5.00.

To access the Internet, the guest must obtain the login data at the reception desk. This service is free for all guests.

The hotel is not responsible for interruptions that occur in the area of telecommunications providers, access providers and hosting providers. The guest is liable for misuse and illegal behaviour in the use of the Internet caused by his device or by his influence. The hotel is not liable for damage caused by malware.

Smoking is prohibited in the entire hotel interior.

## **Extension of the stay**

Unless otherwise agreed, the guest has no right to have his stay extended.

If the guest is unable to leave the hotel on the day of departure because of unforeseeable extraordinary circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) all departure options are blocked or unusable, the contract is automatically extended under the previous conditions for the duration of the impossibility of departure. This only applies if following reservations allow it.

## **13. Events**

An event may include room rental, catering, technical facilities, accommodation and other services.

### **Number of participants**

The guest undertakes to inform the hotel of the binding number of participants for an event no later than 07 working days before the date of the event.

### **Cancellation by the hotel and procedure in the event of cancellation of events**

See section 9 of these GTC.

### **Cancellation policy**

Cancellation of the reservation requires the written consent of the hotel. If this is not done, the agreed price must be paid even if the guest does not make use of contractual services.

The arrival of the guest's written cancellation at the hotel is decisive for the calculation of the cancellation fee to be paid.

If the Guest withdraws from the Contract without an approved cancellation being received, or if certain reserved services are changed or cancelled, the Hotel may charge the following cancellation fees.

### **Cancellation fees for events**

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If an event cannot be held for reasons not attributable to the Hotel and for which the Hotel is not responsible, the Hotel shall retain the right to payment for the agreed services in accordance with the reservation confirmation.

## Duration of the event

If the agreed start or end times of the event are postponed without the prior written consent of the Hotel, the Hotel may charge additional costs for the provision of personnel and equipment, unless the Hotel is responsible for the postponement itself.

The Hotel has the right to expel event participants from the premises upon expiration of any extension approval.

## 14. Food and drink

The hotel must give its consent for food and drinks delivered from outside the hotel.

Regarding the delivery company, the following information must be given:

- Address and name of the caterer
- Scope of deliveries
- Delivery and clearing times
- Crockery, cutlery, tablecloths and other materials
- Washing up and waste disposal
- Decoration and other infrastructure

The hotel does not provide kitchen, refrigeration and storage facilities.

## 15. Handling of events

Insofar as the Hotel procures technical and other equipment from third parties for the Guest at the latter's instigation, it shall act on the Guest's account.

The Guest is liable for the careful handling and proper return of the equipment. The Hotel shall be indemnified by the Guest from all claims of third parties arising from the provision of such facilities.

The use of the Guest's own electrical systems and appliances using the Hotel's power supply system requires the prior written consent of the Hotel. Any malfunctions or damage to the Guest's technical equipment and facilities resulting from the use of such equipment and facilities shall be borne by the Guest, unless the Hotel is responsible for such malfunctions or damage. The Hotel may charge a flat rate for electricity costs incurred through the use of the electrical equipment and devices.

With the Hotel's consent, the Guest is entitled to use his/her own telephone, fax and data transmission equipment. The Hotel may charge connection and connection fees (see separate list).

Faults in technical or other equipment provided by the Hotel shall be remedied as quickly as possible upon notification by the Guest. Insofar as the Hotel is not responsible for the disruptions, disruptions do not diminish claims for services or create liability.

The Guest shall obtain at his/her own expense all official permits that may be required for the event. It is incumbent upon the Guest to comply with the permits and all other public law regulations in connection with the event. Fines for violation of the permits are to be paid by the guest.

The guest is responsible for completing the formalities and settling the accounts with the competent institutions (e.g. SUISA) in connection with musical performance and sound reinforcement.

## 16. Objects brought in by the guest

Any exhibition or other, even personal items brought along by the guest are located in the event rooms or on the hotel premises at the guest's risk. The hotel does not assume any obligation to guard or store such items. The Hotel assumes no liability for the loss, destruction or damage of items brought in, except in cases of gross negligence or intent on the part of the Hotel. The Guest is responsible for insuring any items brought into the Hotel.

Decorative materials brought in must comply with the requirements of the fire department. The Hotel is entitled to demand official proof of this. Due to possible damage, the installation and attachment of items must be agreed with the Hotel in advance.

The exhibition or other objects brought in must be removed immediately after the end of the event. The Hotel may remove and/or store any objects left behind at the Guest's expense. If the removal involves disproportionately high expense, the Hotel may leave the objects in the event room and charge the Guest the usual room rent for the duration of the stay.

Any packaging material (cardboard, boxes, plastic, etc.) arising in connection with the supply of the event by the Guest or third parties must be disposed of by the Guest. Should the Guest leave packaging material at the Hotel, the Hotel is entitled to dispose of it at the Guest's expense.

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## 17. Actions, use and liability

### a) Hotel

The hotel shall exclude liability towards the guest within the scope of the legal possibilities for slight and medium negligence and shall only be liable for damage caused intentionally or by gross negligence.

Should disruptions or defects occur in the Hotel's services, the Hotel shall endeavor to remedy such upon immediate notification by the Guest. If the Guest fails to notify the Hotel of a defect in a timely manner, the Hotel shall not be entitled to a reduction of the contractually agreed fee.

The Hotel is liable for the Guests' belongings brought in by them in accordance with the statutory provisions, i.e. up to the amount of CHF 1,000.00. The hotel is not liable for slight and medium negligence. If valuables (jewellery etc.), cash or securities are not handed over to the hotel for safekeeping, the hotel's liability shall be waived to the extent permitted by law. The Hotel recommends that money and valuables are always kept in the safe at the reception desk.

If any damage is not reported to the Hotel immediately upon discovery, the Guest's claims shall be forfeited.

The hotel is not liable under any legal title for services that it has merely procured for the guest.

The Hotel declines all liability for the theft or damage to material brought in by third parties.

### b) Guest

The Guest is liable to the Hotel for all damage and loss caused by him/her, accompanying persons, auxiliary persons or event participants, **without the Hotel having to prove fault on the part of the Guest.**

The Guest is responsible for the correct use and proper return of all technical aids/equipment made available to him/her by the Hotel or procured on his/her behalf via third parties, and is liable for damage and loss.

The Guest is liable to third parties for services and expenses incurred by the Hotel.

### c) Third parties

If a third party makes the booking on behalf of the Guest, he shall be liable to the Hotel as the Ordering Party together with the Guest as joint and several debtors for all obligations arising from the contract. Irrespective of this, each Ordering Party is obliged to pass on to the Guest all information relevant to the booking, in particular these General Terms and Conditions.

## 18. Illness or death of the guest

If a guest falls ill during his or her stay at the hotel, the hotel will notify a doctor at the guest's request. If the Guest is no longer able to act and the Hotel is aware of the illness, the Hotel shall notify the Guest.

Medical care shall in any case be provided at the Guest's expense.

The contract with the Hotel ends upon the death of the Guest.

## 19. Keeping of animals

Animals may only be brought into the hotel by prior arrangement and for a fee of CHF 10.00 per animal per night. Animals are not allowed in the breakfast room.

The guest bringing an animal into the hotel is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by suitable third parties at his expense. The Hotel does not provide any food, feeding bowl or bed.

The Guest must have appropriate pet owner insurance for his/her animal. Proof of such insurance shall be presented to the Hotel upon request.

## 20. Lost property

Lost property is kept for 6 months. If the guest does not report during this time, the items will be disposed of. If the lost and found items are forwarded at the guest's request, the guest shall owe the shipping costs and expense allowance of CHF 3.00 for letters or CHF 9.00 for parcels. The guest bears the risk for the dispatch.

## 21. Further provisions

If the Guest requests services that are not provided by the Hotel itself, the Hotel acts merely as an agent.

The statutory limitation periods apply. Insofar as these can be changed, an absolute limitation period of 6 months after departure shall apply to claims for damages by the Guest.

Advertisements in media (such as newspapers, radio, television, Internet) with reference to events at the Hotel, with or without use of the unchanged company logo, require the prior written consent of the Hotel.