

Terms and Conditions for the Hotel Accommodation Contract

Hotel Vadian (Valid 2013)

These terms and conditions govern the legal relationship between the guest / customer, hereinafter called guest and the Hotel Vadian, called hotel hereinafter.

1 Contract, parties, liability

- a) The accommodation contract is confirmed though the written acceptance of the guest's accommodation request by the hotel unless otherwise agreed to, or through the confirmation by the internet portal for online bookings. Quotes and/or pre-reservations are binding for both parties up to the option date stated. If no contract has been confirmed by this date, the quote and/or pre-reservation expires.
- b) Contractors are the guest and the hotel. If the booking was made through a third party, he is liable to the hotel together with the guest and is liable for all obligations arising from the hotel accommodation contract, unless the hotel has a corresponding declaration from the third party excluding him from liability.
- c) The hotel is liable for its obligations stated under the contract.
- d) The limitation period for all customer claims is six months.

2 Services, prices, payment, settlement

- a) The hotel is obliged to ensure that the booked rooms are available and to render the services agreed upon.
- b) The guest is obliged to pay the agreed or applicable hotel prices for the services rendered. This also applies to reimbursements of expenses for services requested by the guest and accompanying persons rendered by third parties.
- c) The agreed prices are in Swiss Francs and include the respective statutory VAT and breakfast. City taxes are excluded. Prices in foreign currencies are approximate prices only.
- d) If the period between conclusion and fulfilment of the contract exceeds 4 months and if the rates generally charged for such services are raised in the meantime, the agreed price in the contract may be raised reasonably, however, no more than 10 %. An increase in fees raised by third parties after conclusion of the contract, e.g. city taxes, after conclusion of the contract go to the expense of the guest regardless of the length of the period between conclusion and fulfilment of contract.
- e) The hotel is entitled to demand an advance payment or a security deposit in the form of a credit card guarantee, unless otherwise agreed upon at the conclusion of the contract. The amount of the advance payment and payment dates may be agreed upon in writing.
- f) The final bill includes the agreed price plus any extra costs occurred by additional hotel services requested by the guest or accompanying persons. Payment can be made in cash in Swiss francs / euros, or an accepted banking card. Billing is only possible upon request and if the recipient's billing address is in Switzerland.

3 Withdrawal by the customer

A withdrawal from the contract must be made in writing and is only valid with the written confirmation of the hotel. Should this not be the case, then the price agreed upon in the contract must be paid even if the guest has not taken advantage of the hotel services.

For cancellations of reservations for reasons which can not be attributed to the hotel and for which the hotel is not responsible, the hotel is entitled to the payment of the services agreed upon according to the

booking confirmation, taking the date of the when the written cancellation was received into consideration, and unless otherwise agreed, as follows:

Cancellation of room reservations for single bookings

- Up to 3 days prior to arrival: no charge
- For bookings made 3 days prior or on the arrival day: 50% of the agreed price for the entire booking period
- For cancellations not made in due time, no-shows or a reduction of the number of overnight stays not made in due time: 100% of the room price for the entire booking period.

Cancellation of Room Reservations for multiple bookings (5 rooms upwards)

Free cancellation of booked rooms/services:

- 30 days prior to arrival: 100% of the rooms
- 20 days prior to arrival: 75% of the rooms
- 10 days prior to arrival: 50% of rooms
- Up to 5 days prior to arrival: 25% of the rooms
- Less than 5 days prior to arrival, the charges for cancellation apply

The guest will not be charged if the room can be resold.

4 Withdrawal by the hotel

- a) Up to 10 days prior to arrival, the hotel may cancel the contract unilaterally without any costs.
- b) Moreover, the hotel is entitled to withdraw extraordinarily from the contract for objectively justified reasons through unilateral declaration: for example, major forces or other circumstances for which the hotel cannot be held responsible and which render the fulfilment of the contract impossible; premises booked by the guest or a third party under misleading or false information and/or facts; if the hotel has justified cause to believe that use of the agreed services may jeopardize trouble-free operations, safety or reputation of the hotel, without this being attributable to the territory or to the organisation of the hotel; the purpose or the cause of the stay is illegal.
- c) In case of advance payments or credit card guarantee not delivered in due time, the hotel may cancel the contract immediately without delivery of the services agreed upon.

The guest has no right to claim damages due to justified cancellation by the hotel.

5 Availability, Delivery, Utilization and Return of Rooms

- a) The customer has no right to a specific room. If, despite a confirmed reservation, no rooms are available at the hotel, the hotel must offer the guest a suitable replacement in a nearby hotel of comparable category. Extra costs for the alternative hotel will be charged to the hotel.
- b) Reserved rooms are available to the customer from 14.30 to 9.45 pm on the confirmed arrival day, unless otherwise agreed. The customer is not entitled to an early or late check-in.
- c) On the agreed day of departure the room must be vacated no later than 11.00 am. Thereafter, the hotel may charge the following fees for costs incurred by the additional use of the room: until 1.00 pm at least 50% of the full accommodation-price (list price), from 1.00 pm up to 100%.
- d) The guest acquires the right to use the booked rooms and the areas and/or facilities of the hotel, which are accessible to the guests without any special conditions. The guest may exercise his rights within the

boundaries of any applicable hotel and/or guest guidelines. Smoking throughout the entire hotel complex is prohibited.

- e) Pets are allowed only with prior consent of the hotel. The guest who brings an animal into the hotel is obligated to supervise and keep this animal properly during its stay.

7 Liability

- a) Liability is limited to gross negligence of intent for non-typical services. If technical malfunctions or defects impair the hotel's services, the hotel will try to take immediate action upon knowledge or following a complaint by the customer. The guest is not entitled to a reduction of the total price due to such defects.
- b) The hotel is liable for property brought in by the guests in accordance with the statutory provisions. Claims for damages in case of theft, loss or damage to property brought in by third parties, except in cases of gross negligence or intent by the hotel are excluded.

The hotel is not liable for services rendered by third parties, which it has organized upon request of the guest. The insurance is for brought-in property lies within the responsibility of the guest.

- c) The booking of a parking space and provided by the hotel in a outdoor parking lot or in a garage, even for a fee, does not establish a contract of secure custody. The hotel assumes no liability for loss of or damage to motor vehicles parked, or maneuvered on the hotel's property or in the spaces provided for by third parties, nor the contents thereof, except in cases of intent or gross negligence. The same applies to motorcycles or bicycles parked in the hotel yard.
- d) Wake-up calls are carried out with the utmost care. Claims for damages, except in cases of gross negligence or wilful intent.
- e) Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, safe keep and - upon request - forward such items. A fee may be charged depending on the service rendered. The hotel is not liable for any occurring damages, except in cases of gross negligence or wilful intent.
- f) The guest shall be liable to the hotel for all damages and losses caused by him or accompanying persons without obligation to the hotel to prove the fault. If a third party made the booking for the guest, the third party shall be jointly liable for all obligations under the contract to the hotel, unless otherwise agreed upon. The guest is liable for services rendered by third parties and outlays to third parties arranged at the customer's request.

8 Lost and Found

Lost property will be forwarded to the guest provided the ownership is clear and the residential or business address is available. Costs and risks of shipping are borne by the guest. Otherwise, lost items are kept for three months.

9 Applicable law / place of jurisdiction

The ineffectiveness of individual provisions of this contract shall not invalidate the entire contract.

Changes or additions to the contract, the acceptance of the request or these Terms and Conditions shall be made in writing. Unilateral changes or additions to the contract made by the guest are ineffective.

The place of jurisdiction is St. Gallen.

Swiss law is applicable.