

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

1. Contract, parties, liability

- 1.1. The accommodation contract, called contract hereinafter, is confirmed through 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. If the hotel makes a binding offer to the guest, the contract is validated by the guest's acceptance of the offer.
- 1.2. The Hotel shall provide the guest with a copy or confirmation of the contract in digital form upon the conclusion of the contract. The hotel shall provide a copy or confirmation of the contract in paper form upon request. Contracts concluded via online sales channels shall be confirmed by the channels.
- 1.3. 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.
- 1.4. The guest may declare that a third party will enter into the rights and obligations under the contract instead of him in writing up to 24 hours before arrival. The hotel may object to the entry of a third party if he does not meet contractual travel requirements.
- 1.5. If a third party enters into the contract, the third party and the guest shall be liable to the hotel as joint debtors. The hotel is at liberty to demand any additional costs incurred due to the entry upon providing proof thereof.
- 1.6. 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.
- 1.7. The provision of contingents is binding for both parties until the expiry of the contingent period, after which the hotel is entitled to release any remaining rooms of the contingent for sale without notifying the guest. In case of lacking or low demand of contingent rooms, the hotel is entitled to reduce the contingent in consultation with the guest.
- 1.8. The hotel is liable for its obligations stated under the contract.
- 1.9. The limitation period for all customer claims is six months.

2. Prices

- 2.1. Die The agreed prices are in Swiss Francs (CHF) and include the respective statutory VAT and additional services. City taxes are excluded. The visitor's tax is charged separately and is based on the regulations of the St. Gallen-Lake Constance Tourism Association (Vereins St. Gallen-Bodensee Tourismus).
- 2.2. Prices vary depending on the season and price type. The time of booking is decisive for the price communicated by the hotel.
- 2.3. Any increase in statutory taxes after the conclusion of the contract is at the expense of the guest.
- 2.4. The prices can be changed by the hotel if the guest subsequently

initiates changes in the number of booked rooms, the hotel's services or the length of stay of the guests.

- 2.5. Prices in foreign currencies are indicative and not binding. The prices in Swiss francs (CHF) communicated by the hotel are valid.
 - 2.6. In the event of an obvious incorrect booking due to system-related errors in the booking software, the agreed prices are void. In this case, the hotel has the right to cancel the contract without compensation
- ## 3. Payment
- 3.1. The guest is obliged to pay the agreed or applicable hotel prices for the services rendered. This also applies to the reimbursement of expenses for services requested by the guest and accompanying persons rendered by third parties.
 - 3.2. The final invoice includes the agreed price plus additional fees that have occurred due to separate services provided by the hotel for the guest or accompanying persons. Unless otherwise agreed, the final invoice can be paid in cash in Swiss francs, with an accepted bank card or online via the guest service system at the latest at check-out on the day of departure.
 - 3.3. Amounts in excess of CHF 200.00 may be invoiced upon request and must be settled within 20 days. The hotel may charge a reminder fee on invoices that are not paid on time.
 - 3.4. When booking a non-refundable arrangement, the accommodation price will be charged to the credit card upon receipt of the booking. The amount is non-refundable in case of cancellation. Additional services and tourist tax must be paid at the hotel.
 - 3.5. Advance payments through commercial online sales channels (booking portals) are a service provided by the operators of these channels. The amount will be debited by the booking portal operator from the deposited credit card and will be refunded in case of cancellation by the booking portal operator. Additional services and tourist tax must be paid on the spot.
 - 3.6. The guest is obliged to provide the hotel with a valid billing address at the latest when paying the bill. Any costs incurred for subsequent address corrections after departure shall be borne by the guest.
 - 3.7. The hotel has the right to invoice the guest for its services at any time.
- ## 4. Security Deposits
- 4.1. The hotel is entitled to demand reasonable advance payments or security deposits after conclusion of the contract, taking into account the legal provisions. Security payments can be made in the form of a credit card guarantee, cost coverage guarantee unless otherwise agreed upon. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
 - 4.2. If the advance payment or the credit card guarantee is not made on time, the hotel can withdraw from the contract including all service promises immediately and without reminder and demand the cancellation costs listed in section 6.1 of these GTC.
- ## 5. Cancellation by the Hotel
- 5.1. The hotel may withdraw from the contract by unilateral written declaration up to 10 days before the start of the trip

due to unavoidable, extraordinary circumstances that prevent the hotel from fulfilling the contract.

- 5.2. If the hotel withdraws from the contract due to unavoidable, extraordinary circumstances, it loses the right to payment of the agreed price. If the hotel is obligated to refund the price as a result of a withdrawal, it shall do so without undue delay, in any case within 20 days of the withdrawal.
- 5.3. The hotel may withdraw from the contract due to lack of security deposits, as stated in paragraphs 4.1 and 4.2. In this case, the hotel shall not lose any claim to payment of the agreed price.
- 5.4. In the event of justified cancellation by the hotel, the guest shall not be entitled to any compensation.

6. Cancellation by the Guest

- 6.1. Cancellation must be made in writing and requires the written consent of the hotel. If this is not done, the agreed price from the contract must be paid even if the guest does not use agreed services.
- 6.2. Cancellations of bookings made via commercial online sales channels (booking portals) must be cancelled via the booking portals. The cancellation terms and conditions of the booking portals apply.
- 6.3. In case of no-show of a guest, 100% of the booked services will be charged.
- 6.4. Decisive for the charging of a cancellation fee is the arrival of the guest's written cancellation at the hotel. This applies to letters as well as fax and e-mail messages.
- 6.5. The guest shall not be charged if the room can be rented to another party.

7. Cancellation Terms

- 7.1. Single bookings up to 4 rooms, except bookings with non-refundable rate.
 - until 24 hours (16.00) before arrival
- 7.2. Group bookings of 5 rooms or more
 - 100 % of the number of rooms until 60 days before arrival
 - 75 % of the number of rooms until 40 Tage before arrival
 - 50 % of the number of rooms until 30 days before arrival
 - 25 % of the number of rooms until 10 days before arrival
- 7.3. Contingency bookings
 - until 10 days before arrival

8. Short Term Cancellations

- 8.1. Cancellations 0 - 24 hours before arrival are free of charge,
 - with bookings made after 0.00 a.m. on the day of arrival (last minute booking)
 - in case of force majeure (Force Majeure) if the time of occurrence of the event lies after the booking date and the arrival date and renders an arrival impossible. The guest is obliged to provide appropriate proof.
Force majeure includes unusual and unforeseen natural events, such as earthquakes, avalanches or floods, governmental travel bans or regulations, war or civil war-like conditions, outbreaks of epidemics or diseases with far-reaching effects, as well as general strikes or air traffic controller strikes.
- 8.2. Short-term cancellations 0-24 hours prior to arrival are subject to a charge if the booking was made after the

- occurrence of an event of force majeure and with knowledge of the associated regulations and effects. In this case the guest is obliged to inform himself in time about the valid
- 8.3. Short-term cancellations of pre-reserved parking spaces in the parking garage or on an outdoor parking lot 0-24 hours before arrival are subject to a fee, unless in a case of force majeure as described in section 8.1 or booking closure was made after 0.00 on the day of arrival (last minute booking).
- 9. Room availability and check-in**
- 9.1. The hotel is obliged to ensure that the booked rooms are available and to render the services agreed upon.
- 9.2. 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..
- 9.3. The guest acquires the right to use the booked rooms and the areas and/or hotel facilities, which are accessible to the guests without any special conditions. The guest may exercise his rights within the boundaries of the hotel and/or guest guidelines.
- 9.4. Reserved rooms are available to the customer from 4 p.m. on the confirmed arrival day, unless otherwise agreed. The customer is not entitled to an early check-in.
- 9.5. Pre-reserved parking spaces in a parking garage or in an outdoor parking lot are available to the guest for a fee from 4:00 p.m. on the agreed arrival day and until 12:00 a.m. on the agreed departure day, unless otherwise agreed. A chargeable extension of the parking time before arrival or after departure is only possible in consultation with the hotel and is subject to availability. There is no right to extend the parking time. Parking of the vehicle in the parking garage or on the outdoor lot is possible only after check-in. Additional costs arising from the guest's failure to comply with these requirements shall be borne by the guest.
- 9.6. Smoking is prohibited in the entire hotel premises.
- 9.7. Pets are not allowed in the hotel.
10. Check-out
- 10.1. The rooms are to be returned on time by 11:00 a.m. on the agreed departure day in a tidy condition including inventory. The guest has no right to later return. In the event of non-compliance, the hotel may charge the following percentage of the price agreed upon in the contract for any damage caused by the additional use of the rooms:
- until 2 p.m. 50% of the price
 - after 2 p.m. 100% of the price
- 10.2. The final cleaning of the rooms is included in the price. In case of use of shared kitchens, apartments and studios, the guest is responsible for cleaning the kitchen equipment, including crockery, cutlery and refrigerator. Upon departure, the shared kitchen, studio/apartment is to be handed over in a tidy condition.
- 10.3. Food leftovers in the kitchen and refrigerator are to be disposed of or taken back. This also includes dry food such as flour, spices, etc.
- 10.4. Dishes, pots and cutlery must be put back in clean condition in the cupboards, drawers or shelves.
- 10.5. The dishwasher must be cleaned out.
- 10.6. The hotel reserves the right to charge an extra fee for cleaning in case of extraordinary soiling of the rooms, studios, apartments and shared facilities and/or violation of the above clauses 10.2 – 10.5.
- 11. Internet/WiFi**
- 11.1. The hotel offers free internet connection via WiFi in all rooms and common areas. The hardware corresponds to a modern standard and is designed for general use. In case of increased use of the connection, especially in the evening, the hotel cannot guarantee a certain or constant download/upload speed.
- 11.2. The hotel does not guarantee the services of third parties such as internet providers.
- 11.3. The hotel is not responsible for the guest's hardware/software. The lifting of restrictions on the use of the Internet due to the guest's hardware and software configurations is the responsibility of the guest or his IT partner.
- 11.4. The connection to the internet is unprotected and happens on the guest's own responsibility. The hotel is not liable for any damage caused by spam, viruses, spyware, malware, etc.
- 12. Liabilities**
- 12.1. 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.
- 12.2. 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.
- 12.3. 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
- 12.4. Insofar as a parking space is made available to the guest in a parking garage or on an outdoor parking lot for a fee, this does not constitute a safekeeping contract. The hotel shall not be liable for damage to or theft of parked motor vehicles and their contents, except in cases of intent or gross negligence. The same applies to motorcycles or bicycles parked on the hotel premises.
- 12.5. Wake-up calls are carried out by the hotel with the utmost care. A claim for damages, except for gross negligence or intent, is excluded.
- 12.6. Messages, mail and consignments for the guests will be handled with care. The hotel will take care of the delivery, safekeeping and, upon request and for a fee, forwarding of the same. A claim for damages, except for gross negligence or intent, is excluded.
- 12.7. The guest is liable to the hotel for all damages and losses caused by him or accompanying persons, without the hotel having to prove fault on the part of the guest. If a third party has made the booking on behalf of the actual guest, the third party shall be liable to the hotel as joint and several debtor for all obligations arising from the contract. The guest is liable for arranged services and expenses of the hotel to third parties.
- 13. Lost and Found**
- 13.1. 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.
- 14. Applicable law / place of jurisdiction**
- 14.1. The ineffectiveness of individual provisions of this contract shall not invalidate the entire contract.
- 14.2. 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.
- 14.3. The place of jurisdiction is St. Gallen.
- 14.4. Swiss law is applicable.