

Terms and Conditions for the Hotel Accommodation Contract

(valid 2018)

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

1. Contract, parties, liability

- 1.a. The accommodation contract 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. 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.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.
- 1.c. The hotel is liable for its obligations stated under the contract.
- 1.d. The limitation period for all customer claims is six months.

2. Services, prices, payment, settlement

- 2.a. The hotel is obliged to ensure that the booked rooms are available and to render the services agreed upon.
- 2.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.
- 2.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.
- 2.d. If the period between conclusion and fulfilment of the contract exceeds four 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.
- 2.e. The hotel is entitled to demand an advance payment or a security deposit, 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.
- 2.f. The hotel is entitled to request valid credit card details to secure all claims and to store them for the duration of the stay. Furthermore, the hotel is entitled to make justified debits from this credit card up to 2 days after departure of the guest (benefits, damages, missing inventory etc.). In the case of non-refundable bookings, the guest accepts that the full price of the stay will be deducted from the credit card upon receipt of the booking.
- 2.g. The final bill includes the agreed price plus any extra costs occurred by additional hotel services requested by the guest or accompanying persons.
- 2.h. Payment can be made in cash in Swiss francs / euros, or an accepted banking card. Billing is only possible upon request.

3. Cancellations by the guest

- 3.a. 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.

- 3.b. Cancellations of single bookings and group bookings up to four rooms are free of charge until 6 p.m. 3 days before arrival. In case of late cancellation 90% of the agreed room rate of the entire booking period will be charged to the given credit card, as long as the rooms can not be re-booked. If the customer does not show up on the day of arrival (no-show), 100% of the agreed room rate will be invoiced over the entire booking period. The decisive factor is the arrival of the customer's message to the hotel
- 3.c. Free cancellation of bookings / services for groups / contingents from 5 rooms upwards applies as follows:
 - 60 days prior to arrival: 100% of the rooms
 - 40 days prior to arrival: 75% of the rooms
 - 30 days prior to arrival: 50% of rooms
 - Up to 10 days prior to arrival: 25% of the rooms
 - Less than 10 days prior to arrival, the charges for cancellation apply as stated under 3.b.
- 3.d. Non-refundable bookings can be canceled in the event of a booking error by the guest within a period of 24h free of charge. The amount charged by the credit card will then be credited immediately. After this period, the amount will not be refunded in case of cancellation or change of the dates of stay.

4. Cancellation by the hotel

- 4.a. The hotel may cancel the contract unilaterally without any costs up to 10 days prior to arrival.
- 4.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.
- 4.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.
- 4.d. The guest has no right to claim damages due to justified cancellation by the hotel.

5. Availability, Delivery, Utilization and Return of Rooms

- 5.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.
- 5.b. Reserved rooms are available to the customer from 2.30 p.m. to 9.00 p.m. on the confirmed arrival day, unless otherwise agreed. The customer is not entitled to an early or late check-in.
- 5.c. On the agreed day of departure the room must be vacated no later than 11.00 a.m. Thereafter, the hotel may charge the following fees for costs incurred by the additional use of the room: until 1 p.m. at least 50% of the full accommodation-price (list price), from 13.00 pm up to 100%.
- 5.d. The guest acquires the right to the usual use of the rented rooms and the facilities of the hotel, which are usually accessible to the guests for their use without special conditions. The guest must treat the furnishings of the house as well as the rooms with care and in particular avoid gross soiling and damage.

- 5.e. The hotel is a non-smoking hotel and smoking is prohibited throughout the hotel. In case of a violation of the smoking ban, the hotel reserves the right to invoice a cleaning fee or charge the guest's credit card. Smoking in the courtyard is permitted
- 5.f. 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.

6. Internet

- 6.a. The hotel offers a free internet connection via WiFi in all rooms and common areas. The hardware meets a modern standard and is designed for general use. In case of increased use of the connection, especially in the evening, the hotel can not guarantee a specific or constant download speed, nor does the hotel guarantee the speed and performance of the internet provider. The hotel is not responsible for the customer's hardware / software. The connection to the internet is unprotected and happens at the customer's own responsibility. Any damage caused by spam, viruses, spyware, malware, etc. is rejected by the hotel.

7. Liability

- 7.a. Liability is limited to gross negligence of intent for non-typical services. Disturbances such as noise, technical malfunctions or defects do not entitle to compensation or reimbursement.
- 7.b. Liability for the guest's property is excluded to the extent permitted by law. The hotel is liable for damages only in cases of intent or gross negligence. Claims must be made immediately in writing, no later than 5 days after departure, at the hotel; otherwise the claims are considered forfeited.
- 7.c. The booking of a parking space and provided by the hotel in an 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.
- 7.d. Wake-up calls are carried out with the utmost care. Claims for damages are not viable, except in cases of gross negligence or wilful intent.
- 7.e. The hotel will accept, deliver, safe-keep and, upon request, forward messages, mail and merchandise deliveries for guests. The hotel is not liable for any occurring damages or loss, except in cases of gross negligence or wilful intent.
- 7.f. The guest shall be liable to the hotel for all damage and soiling that goes beyond the extent of normal use, as well as loss or removal of objects caused by him or accompanying persons without obligation to the hotel to prove the fault. 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 is kept by the hotel for 3 months. After expiry of the 3-month period, the hotel is entitled to dispose of lost property.

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.