

## 1. Basic Provisions

These General Terms and Conditions (GT&C) govern the legal relationship between the guest/customer, hereinafter referred to as the Guest, and SCHILTHORN CABLEWAY LTD as the operator of the Hotel Blumental, hereinafter referred to as the Hotel. For simplicity's sake, these GT&C – regardless of the particular service concerned – always refer to the Contract.

The terms and conditions of the Hotel as valid on conclusion of the Contract shall apply exclusively. General terms and conditions stipulated by the Guest shall apply only if this is explicitly agreed in writing prior to signing the Contract.

Should individual provisions of these GT&C be ineffective or invalid, the validity of the Contract and the remaining provisions of the GT&C shall not be affected thereby. In all other respects, the statutory provisions shall apply.

## 2. Place of Jurisdiction/Applicable Legislation

**Thun, Canton Bern, is the place of jurisdiction for any disputes arising from this Contract, provided there is no other legally binding place of jurisdiction.**

All contracts, bookings, additional agreements and General Terms & Conditions are governed exclusively by Swiss law. Place of fulfilment and payment is the registered office of the Hotel.

## 3. Definitions

**Groups:** For the purpose of these GT&C, 'groups' are travel groups comprising a minimum of 10 booked persons.

**Written Confirmations:** Written confirmations are deemed to include email messages.

The **Contracting Partners** are the Guest and the Hotel.

## 4. Subject of Contract/Scope of Validity

The Contract for the rental of (bed)rooms, seminar rooms, other spaces and the purchasing of other goods and services shall come into being on written or implied confirmation by the Guest. Any booking made on the day of arrival shall become binding as soon as it is accepted by the Hotel.

Amendments to the Contract shall become binding for the Hotel only when they are reconfirmed (in writing). Unilateral amendments or additions to the Contract by the Guest shall remain without effect. The subletting and re-letting of rooms and their use for purposes other than accommodation shall require the prior written consent of the Hotel.

## 5. Scope of Services

The scope of services under the Contract is determined on the basis of the Guest's booking, which is undertaken and confirmed individually. Other contractual agreements excepted, the Guest is not entitled to a specific room.

If – despite a confirmed booking – no room is available in the hotel, the hotel is obliged to notify the guest in good time and offer equivalent alternative accommodation in another hotel nearby of a comparable or higher category. Any additional costs for such alternative arrangements shall be borne by the hotel. If the guest declines the alternative accommodation, the hotel must reimburse the guest immediately for payments already made (e.g. deposit). Further claims by the guest shall be excluded.

## 6. Duration of Use

Unless otherwise agreed, the Guest is entitled to use the rented rooms from 14:00 hrs on the agreed date of arrival until 11:00 hrs on the day of departure. In the event of arrival after 21:00 hrs, the Hotel must be informed of the delayed arrival by telephone or in writing by the Guest by 18:00 hrs at the latest on the day of arrival, otherwise the Hotel may reassign the rooms in question. Room occupancy until 01:15 hrs counts as a full overnight stay.

If the Guest vacates the room 4 hours or more later than agreed, the Hotel may charge CHF 50.00 per day (from Sunday to Thursday) and CHF 60.00 per day (from Friday to Saturday) for use that exceeds the Contract. This shall not result in any contractual claims of the Guest in respect of regular continued use of the spaces and the Hotel reserves

the right to claim damages. In the event of late vacation of a room, the Hotel reserves the right to remove the Guest's belongings from said room and store them at a suitable location within the Hotel for a fee.

## 7. Prices/Obligation to Pay

The prices quoted by the Hotel are in Swiss Francs (CHF) and included statutory value added tax (VAT), any applicable accommodation tax and other such dues. The Guest is obliged to pay the Hotel's agreed or applicable prices in return for the use of the room. This shall also apply to services or goods ordered by persons accompanying or visiting the Guest. Any increase in statutory taxes or similar dues after the Contract has been concluded shall be borne by the Guest. Prices shown or communicated in foreign currencies are for guidance purposes only and shall be converted at the relevant daily rate. The prices confirmed by the Hotel shall in all events be valid.

Prices may be amended by the Hotel if the Guest effects subsequent changes to the number of rooms booked, the services to be provided or the duration of stay. Subject to agreement, or for a booking amount of or in excess of CHF 1,000.00, the Hotel may demand a deposit of 50% of the total booking amount. The deposit shall be deemed a partial payment of the agreed price. In place of an advance payment, the Hotel may demand a credit card guarantee. Deposits must be paid to the Hotel at the latest 13 days prior to arrival. If the booking is made at shorter notice, the Hotel will require a credit card guarantee for the full booking amount.

Should the advance payment or credit card guarantee not be provided within the stipulated period, the Hotel may cancel the Contract (including all confirmed services) immediately (without prior notice) and demand payment of the cancellation fees as specified in Article 10 of these GT&C. The Hotel reserves the right to present the Guest with an invoice or interim invoice for services rendered at any time.

The final bill includes the agreed price plus any additional sums incurred due to additional services provided by the Hotel to the Guest and/or the Guest's companions. In the absence of other agreements, the final bill must be paid at or before checkout on the day of departure in cash in Swiss Francs or with an accepted credit card. Bookings on account are only possible for customers specified by the Reservations & MICE team. The Hotel may charge a fee of CHF 10.00 for each reminder. Any set-off defence against claims of the Hotel shall be excluded.

## 8. Cancellation by the Hotel

The Hotel may withdraw from the contract without incurring costs up to and including 14 days before the agreed arrival date. Furthermore, the Hotel may for justifiable reasons withdraw from the Contract as an exceptional measure with immediate effect by issuing a unilateral declaration to this effect in writing. Examples of justifiable reasons include:

- An agreed deposit or guarantee has not been provided within the period stipulated by the hotel;
- Force majeure or other circumstances beyond the hotel's control make it impossible for the hotel to fulfil its side of the agreement;
- Rooms or premises which have been booked or used by providing misleading or incorrect information, e.g. about the guest, the use of the room or the purpose of the stay;
- The hotel has reasonable grounds to believe that the use of the agreed services may have an adverse effect on the smooth running of the hotel, the safety of other guests or the hotel's reputation;
- The guest has become insolvent (bankruptcy or unsuccessful seizure of assets) or has suspended payments;
- The purpose of or reason for the guest's stay is illegal.

If the Hotel terminates the agreement for one of the above-mentioned reasons, the guest is not entitled to claim damages and payment for the booked service is due in principle.

## 9. Cancellation of a Booking/Cancellation Fees

### a) Cancellation

Cancelling a booking requires the Hotel's written consent. In the absence of such consent, the agreed price must be paid even if the Guest does not make use of the contractual services. If the Guest fails to arrive ("no show"), 100% of the booked services shall be billed.

The calculation of the cancellation fee is governed by the receipt at the Hotel of the Guest's written cancellation. This applies to letters as well as to fax and email messages.

If the Guest withdraws from the Contract without approved cancellation, or if specific services are re-booked or cancelled, the Hotel may bill the following cancellation fees:

### b) Cancellation Fees:

#### *Individual bookings*

- Up to and including 14 days prior to the agreed arrival date: no cancellation fee
- Written cancellation from 13 up to 8 days before confirmed date of arrival: 50% of the confirmed booking.
- Written cancellation up to 7 days before confirmed date of arrival: 100% of the confirmed booking.

#### *Group bookings*

The cancellation fees listed below come into effect if more than 10 persons in a group (see clause 3 below) or 50% of the booked services are cancelled.

- Up to and including 29 days prior to the agreed arrival date: no cancellation fee
- Written cancellation from 28 up to 8 days before the confirmed date of arrival: 50% of the confirmed booking.
- Written cancellation up to 7 days before the confirmed arrival: 100% of the confirmed booking.

### c) Damage Containment

The Hotel shall endeavour to reassign the unused services for both cancelled individual and group bookings. If the Hotel is able to provide the unused services to other parties in the agreed period, the Guest's cancellation fee shall be reduced by the amount which said third parties pay for the cancelled services.

## 10. Inability to Arrive

A Guest who is unable to arrive or unable to arrive on time as a result of force majeure (flooding, avalanche, earthquake etc.) is not obliged to pay the agreed price for the missed days. The Guest must be able to prove that travelling to the Hotel was impossible. However, the obligation to pay for the booked stay recommences as soon as it is possible to travel again.

## 11. Early Departure

The Hotel may bill 100% of the booked services if the Guest departs early. In the event of an early departure, the Hotel shall endeavour to reassign the unused services. If the Hotel is able to provide the unused services to other parties in the agreed period, the Guest's bill shall be reduced by the amount which said third parties pay for the cancelled services.

## 12. Stay/Key/Safety/Internet/Smoking

The hotel room is booked solely for the use of the registered Guest. The (written) consent of the hotel is required if the Guest wishes to allow a third party or an additional person to use the room.

By entering into a Contract, the Guest acquires the right to customary use by all booked persons of the rented rooms and of those Hotel facilities which are customarily accessible to Guests without specific conditions, and to customary service. The Guest must exercise his or her rights in accordance with any guidelines for the Hotel and/or Guests (house rules) which may be in effect.

The room card issued by the Hotel shall remain the property of the Hotel and allows the Guest around the clock access to the Hotel. Loss of the room card must be reported to reception immediately. The Guest will be billed CHF 100.00 for a damaged or lost room card.

In order to access the internet, the Guest must obtain his or her personal login details at the reception desk. This service is provided free of charge to all guests. The Guest is responsible for the use of his or her login details and is liable for any misuse or illegal behaviour while using the internet.

Smoking is forbidden in all rooms in the Hotel as well at the window. Smoking is permitted on the balconies and in outside areas.

### **13. Extension of Stay**

In the absence of other agreements, the Guest is not entitled to extend his or her stay. If the Guest is unable to leave the Hotel on the day of departure because all travel options are blocked or unusable due to exceptional, unforeseeable circumstances or force majeure (e.g. extremely heavy snowfall, flooding etc.), the Contract shall automatically be extended based on the existing conditions for the period during which departure is impossible.

### **14. Additional Conditions for Groups**

Group tariffs are applicable only if agreed in advance and confirmed in writing by the Hotel. Tariffs for individual travellers apply to groups of less than 10 participants. The joint arrival and/or departure of groups must be communicated to the Hotel in writing 7 days prior to arrival. A total invoice will be presented to the tour guide, who is fully liable for the billed amount.

The definite number of persons in the group (including a list of names) must be communicated to the Hotel at least 7 calendar days prior to arrival. If the group is smaller than originally booked, the shortfall may be billed to the amount of 25% of the share of the services booked. Subject to fulfilment, additional persons will be regarded and billed as individual travellers. In the event of a cancellation of a group booking, the cancellation fees detailed in Article 10 apply.

### **15. Food & Beverages**

All food and beverages are to be procured exclusively from the Hotel.

In particular cases (specialities etc.), a deviating written agreement is possible. In such cases, the Hotel is entitled to charge a service and/or corkage fee (see separate list).

### **16. Handling of Events and Functions**

If the Hotel obtains technical and other equipment for the Guest at the latter's request, the Hotel shall be deemed to be acting at the Guest's expense. The Guest shall be responsible for the careful handling and proper return of the equipment. The Hotel shall be indemnified by the Guest against all third-party claims arising from the provision of such facilities.

The utilisation of own electrical equipment and appliances within the Hotel's electrical installations shall require the Hotel's prior written consent. Any faults or damages to the Hotel's technical installations resulting from the use of such equipment shall be borne by the Guest, unless the Hotel itself bears responsibility for such faults or damages. Power costs incurred by the use of electrical equipment and appliances may be recorded and billed by the Hotel on a flat-rate basis.

Subject to the consent of the Hotel, the Guest may use his or her own telephone and data transmission installations. The Hotel may charge a set-up and connection fee (see separate list).

Faults in technical or other equipment provided by the Hotel shall be rectified as soon as possible once reported by the Guest. Insofar as the Hotel is not responsible for such faults, entitlement to performance shall not be reduced nor shall grounds for liability arise from the same.

The Guest must obtain all official permissions which may be required in order to stage the event at his or her own expense. The Guest is obliged to comply with such permissions and with all other public law regulations in connection with the event. Fines incurred by the violation of terms of permission must be paid by the Guest.

The Guest is responsible for completing all formalities and settling all accounts related to the performance of music and other recorded sound with the relevant institutions (e.g. SUISA).

## 17. Items supplied by the Guest

Exhibits or other items (including items of personal use) are brought into the function rooms or the Hotel premises at the Guest's own risk. The Hotel shall not accept any obligation to provide surveillance or safekeeping. The Hotel shall not accept any liability for the loss, destruction or damage of the items brought into the Hotel. The Guest is responsible for insuring any items brought into the Hotel.

Decorative items supplied by the Guest must comply with fire prevention regulations. The Hotel is entitled to demand presentation of official proof in this regard. Setting up and fixing such items must be agreed with the Hotel due to the risk of damage.

Exhibits or other items brought into the Hotel must be removed without delay after the end of the event or function. Items which are left behind may be removed and/or stored at the Guest's expense. If the removal thereof entails unreasonable expense or effort, the Hotel may leave items in the function space and charge the Guest the usual room rate for the period in which the items remain there.

Packaging materials such as boxes, crates, plastic etc. related to items delivered for the function by the Guest or third parties must be disposed of by the Guest. If the Guest leaves packaging material behind at the Hotel, the Hotel may dispose of it at the Guest's expense.

## 18. Actions, Usage and Liability

### a) Hotel

The Hotel shall not be liable to the Guest for minor and medium negligence to the extent permitted by law and shall only be liable for damage caused intentionally or through gross negligence. If faults or defects occur in the Hotel's services, the Hotel shall endeavour to rectify them immediately upon notification by the Guest. If the Guest fails to notify the Hotel of such a defect promptly, the Guest shall not be entitled to a reduction of the contractually agreed amount. The Hotel shall be liable for the items brought in by the Guest in accordance with the statutory provisions, i.e. up to a sum of CHF 1000.00. Items shall be deemed to have been brought in if the Guest keeps them in his or her hotel room and the safe provided for this purpose. The Hotel shall not be liable for minor or medium negligence. If valuables (jewellery etc.) are not handed over to the Hotel for safekeeping, the Hotel's liability shall be excluded to the extent permitted by law. The Hotel generally recommends that money and valuables be kept in the safe at the reception desk. Unless damages are reported to the Hotel immediately after they are discovered, claims on the part of the Guest shall lapse.

The Hotel shall not be liable under any legal title for services which it has merely arranged for the Guest as an intermediary. The Hotel rejects any liability for theft of and damage to items brought in by third parties.

### b) Guest

The Guest shall be liable to the Hotel for all damages and losses caused by him or herself, by companions or his/her agents/auxiliaries or participants in his or her event, **without the Hotel being obliged to prove that the Guest was at fault.**

The Guest shall be responsible for the correct usage and return of all technical aids/equipment made available by the Hotel or procured on the latter's behalf through third parties and shall be liable for damage or loss. The Guest shall be liable for services rendered and expenditure incurred by the Hotel to third parties in this respect.

### c) Third Parties

If a third party makes a booking on behalf of the Guest, that party shall, as the party placing the order, be liable as a joint debtor together with the Guest for all obligations arising from the Contract. Independent of this, every party placing an order is obliged to forward to the Guest all information relevant to the booking, including and in particular these General Terms & Conditions.

#### **19. Pets**

Guests may bring pets into the Hotel only with the Hotel's prior consent and *against payment of a surcharge*. Guests bringing a pet into the Hotel are obliged to look after and supervise their animal properly during their stay, or to have the animal looked after or supervised by a suitable third party at the Guest's expense.

No pets are permitted in the communal rooms, restaurant and event rooms or the spa area of the Hotel.

CHF 20.00 per day/dog (without food).

#### **20. Lost Property**

Lost property will be forwarded if ownership has been clearly identified and the residential/business address of the owner is known. The costs and risks of forwarding such property shall be borne by the Guest.

#### **21. Additional Provisions**

If the Guest wishes to obtain services which are not provided by the Hotel, the Hotel shall merely act as an intermediary. The statutory limitation periods apply. As far as these can be modified, an absolute limitation of 6 months after departure shall apply to claims for damages on the part of the Guest.

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