

# General Terms and Conditions

# WELCOME TO HOTEL ARC-EN-CIEL GSTAAD.

We are delighted to have you with us. To ensure your stay runs smoothly, please take note of the following General Terms and Conditions, which are designed to ensure your comfort and the smooth operation of our hotel.

#### 1. GENERAL PROVISIONS

These General Terms and Conditions (GTC) govern the agreements between you as the guest (customer, organizer) – hereinafter referred to as "guest" – and Hotel Arc-en-ciel AG ("hotel"). Only the GTC valid at the time of conclusion of the contract apply. Deviating terms are only valid if agreed in writing before signing the contract. Should any provision be invalid, the validity of the contract and the remaining provisions shall remain unaffected. Legal provisions apply in addition.

# 2. PLACE OF JURISDICTION / APPLICABLE LAW

The place of jurisdiction is Saanen, Canton of Bern, unless another mandatory legal venue applies. Swiss law applies exclusively. The place of performance and payment is the registered office of the hotel.

#### 3. SUBJECT MATTER OF THE CONTRACT / SCOPE

Your contract for rooms, seminar rooms, or other services comes into effect upon written or tacit confirmation. Changes are only binding if confirmed in writing by the hotel. Subletting or any other use requires written approval from the hotel. If you book for other guests, you are also responsible for their costs.

# 4. SCOPE OF SERVICES

The scope of services is based on your confirmed reservation. A right to a specific room only exists if expressly agreed. If, despite a confirmed booking, no room is available, we will arrange equivalent accommodation in a nearby hotel at no additional cost to you.

#### 5. DURATION OF USE

Your room is available from 4:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure. Late check-out may incur additional charges. After 6:00 p.m., the full room rate may be charged.

# 6. OPTIONS

Option periods are binding. If the period expires without confirmation from you, we may freely dispose of the reserved services.

#### 7. PRICES / PAYMENT OBLIGATION

All prices are in CHF, including VAT, excluding tourist tax. We reserve the right to request a deposit or credit card guarantee. The final invoice must be settled at the latest upon check-out, in cash or with an accepted credit card.

#### 8. CANCELLATION BY THE HOTEL

We may cancel the contract without charge up to 30 or 60 days before arrival. Extraordinary cancellation is possible, for example, in the event of non-payment of the deposit, force majeure, or false information during booking.

# 9. CANCELLATION OF RESERVATION / CANCELLATION FEES

Cancellations are only valid after written confirmation from the hotel. In case of no-show or late cancellation, up to 100% may be charged. We always strive to resell canceled services to reduce your costs.



### 10. EARLY DEPARTURE

In case of early departure, the booked services will be charged unless a re-letting is possible.

#### 11. STAY / KEYS / INTERNET / SMOKING

Your room is reserved exclusively for registered guests. In case of key loss, CHF 100.— will be charged. Internet access is free – please use your login details responsibly. Our hotel is non-smoking. In case of violation, additional costs may apply.

### 12. NIGHT-TIME QUIET HOURS

For the comfort of all guests, please limit noise between 10:00 p.m. and 7:00 a.m.

#### 13. CONSEQUENCES OF NON-COMPLIANCE

If your behavior disturbs other guests and compensation is required, we reserve the right to charge you the related costs.

# 14. LEGAL BASIS FOR CLAIMS FOR DAMAGES

We are entitled to claim damages under Articles 97 and 41 of the Swiss Code of Obligations, for example, for compensation to other guests, cleaning costs, or security services.

# 15. RIGHT OF ADMISSION AND EXCLUSION FROM STAY

In the event of repeated or serious disturbances, we may exclude a guest from the hotel without refund of the accommodation price.

16. GUEST'S LIABILITY FOR DAMAGES

You are liable for all damages caused by your behavior. We may charge these costs directly to your registered credit card or invoice you.

#### 17. EVENT MANAGEMENT

Upon request, we can arrange technical equipment or other facilities for you. You are responsible for their proper use and return. The use of your own equipment is only permitted with our prior approval.

#### 18. ITEMS BROUGHT BY THE GUEST

Items brought into the hotel are at your own risk. We are only liable in cases of intent or gross negligence. Decorative materials must comply with fire safety regulations.

#### 19. ACTIONS, USE, AND LIABILITY

- a) Hotel: We are not liable for slight or moderate negligence; for valuables only if deposited in the hotel safe (up to CHF 1,000.–).
- b) Guest: You are liable for damages even without proof of fault.
- c) Third Party: Anyone booking on your behalf is jointly liable.

#### 20. ILLNESS OR DEATH OF THE GUEST

In the event of illness, we are happy to arrange medical assistance. The costs are at your expense. In case of death, the contract ends automatically.

#### **21. PETS**

Pets are only permitted with our prior approval and for a fee. Please supervise your pet at all times.

#### 22. LOST AND FOUND

We will gladly return lost items to you upon request. Costs and risks are borne by the recipient. Storage: 6 months.



# 23. ADDITIONAL PROVISIONS

For services provided by third parties, we act solely as an intermediary. Any public communication or advertising related to the hotel requires our written consent.

We thank you for your understanding and consideration.

Your Hotel Arc-en-ciel Gstaad – for unforgettable and relaxing moments in the mountains.