



General Terms and Conditions of Business (GTC) by and between Brigels Gastro AG (Hotelier) and the Guest

I. Scope

These GTC are applicable to legal agreements concluded by and between the company Brigels Gastro AG and the Guest. These GTC are an integral part of the offer or of the agreement.

An agreement shall become established between the Guest and the Hotelier upon receipt of the written, telephone, electronic or personal reservation and after delivery of our confirmation. Communications sent by e-mail shall be deemed to have been performed in writing.

II. Services

The Hotelier undertakes to render the services ordered by the Guest and promised by the Hotelier to the best of his ability.

The hotel room must be used and treated by the Guest with the greatest care. It may only be used or occupied by the number of persons (including children) specified in the agreement. The Guest is not permitted to make the hotel room which has been hired from the Hotelier available for use by any third parties. The Guest shall be liable for any possible damage, unless he is able to demonstrate that this occurred through no fault of his own (or through no fault of fellow users). Damage must be reported without delay.

III. Reservations

In the case of all reservations which are not placed via the internet, the confirmation form forwarded by us must be signed and the credit card details must be provided as a guarantee. If these conditions are not fulfilled, the Hotelier may cancel the reservation without notice.

IV. Price changes

In the following cases the Hotelier may amend the stated prices:

- newly-introduced or raised state duties (e.g. value added tax, visitor's taxes etc.)
- exchange rate changes (calculated by the Hotelier in accordance with the respective daily rates)
- clearly apparent printing errors

Price and programme changes remain reserved.

V. Cancellations and changes of reservation

General conditions

Cancellations or changes of reservation shall be valid only if these have been forwarded in writing.

Up to 30 days before the start of the journey: processing fee of CHF 60.00 per person

29 to 15 days before arrival: 20% of the arrangement price plus processing fee

14 to 8 days before arrival: 40% of the arrangement price plus processing fee

7 days to 1 day before arrival: 80% of the arrangement price plus processing fee

On the day or arrival, no-shows or premature departure: 100% of the arrangement price.

Cancellation date and insurance

The relevant criterion for the calculation of the cancellation date is the receipt of the written declaration by the Hotelier. On Saturdays, Sundays and public holidays, the next working day shall be the applicable date.

In cases of hardship, the cancellation costs shall be borne by a cancellation insurance policy, insofar as the Guest has concluded an insurance policy of this nature.

Provision of a substitute person

If the booked arrangement cannot be taken up, the Guest may appoint a substitute person who shall assume the existing reservation under the same conditions. The substitute person must be named in good time, i.e. before the start of the journey. The original Guest shall remain the contracting party and shall be liable vis-à-vis the Hotelier.

Cancellation in the event of force majeure

In the event of force majeure such as political unrest, strikes, catastrophes etc., a cancellation may also be made at short notice for security reasons. In such cases the paid sum shall be returned to the Guest in the form of a credit voucher.

Disruptions and operating restrictions

Disruptions such as e.g. noise and/or operating restrictions do not establish an entitlement to compensation or reimbursement.

VI. Data protection

The Hotelier undertakes to observe the respective applicable data protection legislation when handling and processing all Guest data as well as Guest utilisation data. Guest data shall be used merely to maximise operating security or in the interest of sales promotion, product design and crime prevention, as well as to collate key economic data, for statistics and for the drawing up of invoices.

The Guest herewith recognises and agrees that in cases where services are rendered in cooperation with third parties, the Hotelier shall be entitled to make the Guest data available to the respective third party to the extent that this is necessary in the interest of rendering the services. In other respects the forwarding of Guest data to third parties shall be permitted only with the express consent of the Guest. An exception shall be applicable only if the Hotelier is obliged by law to forward personal data to third parties.

VII. Place of jurisdiction and contractual relationship

The place of performance and place of jurisdiction is the registered domicile of the company Brigels Gastro AG; CH-7165 Breil/Brigels. The contractual relationship is governed by Swiss law