

## General terms & conditions

### 1. Basic

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer, hereinafter referred to as the guest, and Vreni Eisele-Willmann as the operator of Verena's Bed & Breakfast Guesthouse, hereinafter referred to as the guest house. For the sake of simplicity, these Terms and Conditions always cover contracts, regardless of performance.

Only the business conditions of the guest house, which are valid at the time of conclusion of the contract, apply. General terms and conditions of the guest apply only if this was expressly agreed in writing before the contract was signed.

Should individual provisions of these General Terms and Conditions be invalid or void, this shall not affect the validity of the contract and the other gtc provisions. In addition, the statutory provisions apply.

### 2. Place of jurisdiction / Applicable law

**Sachseln, Canton Obwalden, shall be the place of jurisdiction for any disputes arising from this contract, unless there is any other legally binding place of jurisdiction.**

It applies exclusively to Swiss law for all contractual, reserve ration, any additional agreements and general conditions. The place of fulfillment and settlement is the seat of the guest house.

In case of misunderstood interpretations in the English translation, the original German version always applies.

### 3. Definitions

**Groups:** Groups within the meaning of these GTC are tour groups with a minimum of 5 persons booked.

**Written confirmations:** Fax and e-mail messages are also considered to be written confirmations.

The contracting parties are the guest and the guest house.

### 4. Subject matter / Scope

The contract for the rental of rooms, seminar rooms, rooms as well as the purchase of other deliveries and services is concluded with the written confirmation of the guest or implied. A reservation, which is made on the day of arrival itself, is binding at the moment of acceptance by the guest house.

Changes to the contract become binding for the guest house only by a (written) confirmation. Unilateral changes or additions to the contract by the guest are ineffective. The subletting and re-letting of the rooms and their use for purposes other than accommodation require the prior written agreement of the guest house.

### 5. Scope of services

The scope of the contract is determined on the part of the individual reservation of the guest. The guest is not entitled to a particular room, as stipulated in other contractual arrangements.

If, despite a confirmed reservation, no rooms are available in the guest house, the guest house must inform the guest in good time and offer equivalent replacements in a guest house close to the hotel of a comparable or higher category. Any additional expenses for the replacement quarter shall be borne by the hotel. If the guest rejects the replacement room, the guest house must immediately reimburse the guest's services (e.g. down payments). There are no further claims of the guest.

### 6. Useful life

Subject to other agreements, the guest has the right to use the rented rooms from 5 p.m. on the agreed day until 10.00 a.m. on the day of departure. In case of arrival after 6 p.m., the guest house must be informed by telephone or in writing by the guest on the day of arrival at the latest 6 p.m. about the later arrival, otherwise the guest house can freely dispose of the rooms. A room cover until midnight counts as a full night's stay.

In case of late release of the room by the guest of 3 hours or more, the guest house may charge 50% of the full accommodation price (price list) for the over-the-term use of the contract. Contractual claims of the guest for proper re-use of the room are not justified by this; the assertion of damages is reserved. In the event of late departure, the guest house reserves the right to remove the guest's belongings from the room and to store them in a suitable place in the guest house for a fee.

### 7. Prices / Obligation to pay

The prices communicated by the guest house are in Swiss francs (CHF) and include statutory VAT, any accommodation fees and other charges. The guest is obliged to pay the agreed or applicable prices of the guest house for the room transfer and the other services used by him. This also applies to orders from his companions and visitors. An increase in statutory fees after the conclusion of the contract shall be borne by the guest. Price charges in foreign currencies are indicative values and are charged at the current daily rate. The prices confirmed by the guest house are valid.

The prices can be changed by the guest house if the guest subsequently initiates changes in the number of guests booked, the performance of the guest house or the length of stay of the guests. Depending on the agreement or from a reservation amount of CHF 1'000.00, the guest house can request a deposit of 50% of the total booking amount. The down payment is to be understood as a partial payment on the agreed fee. The guest house can also request a credit card guarantee instead of a deposit. A prepayment must be paid within 5 days of receipt of the reservation confirmation. If the reservation is made at short notice, the guest house requires a credit card guarantee for the entire amount of the reservation.

In the event of a timely down payment or performance of the credit guarantee, the guest house may immediately (without warning) return the contract (including all promises of service) and demand the cancellation costs listed in clause 10 of these GTC. The guest house has the right to invoice or interim billing of its products to the guest at any time.

The final invoice includes the agreed price plus any additional amounts incurred as a result of additional services provided by the guest house to the guest and/or the people who manage it. The final invoice must be paid in Swiss francs in cash or by accepted credit card at the latest on the day of check-out on the day of

# Verena's

## BED & BREAKFAST GUESTHOUSE

departure, subject to other agreements. For each reminder, the guest house can charge a reminder fee of Fr. 10.00. The billing objection has been excluded from the demand for the guest house.

### 8. Resignation by the guest house

Until and with 21 days before the agreed arrival date of the guest, the guest house can withdraw from the contract without consequence of costs. Furthermore, the guest house is entitled to withdraw from the contract at any time for objectively justified reasons by immediate unilateral and written declaration extraordinary and with immediate effect. For example, objectively justified reasons are:

- an agreed advance payment or security will not be paid during the period set by the guest house;
- force majeure or other circumstances beyond the guest house's control, which make the performance of the contract objectively impossible;
- rooms or rooms booked or used under misleading or incorrect information, e.g. in the person of the guest or for the purpose of use or stay;
- the guest house has reasonable grounds to believe that the use of the agreed services may affect the undemanding business operation, the safety of other house guests or the reputation of the guest house;
- the guest has become insolvent (bankruptcy or fruitless attachment) or he has ceased his payments;
- the purpose or reason for the stay is unlawful.

In the event of a withdrawal of the hotel for the aforementioned reasons, the guest shall not be entitled to compensation and the compensation for the booked services shall in principle be due.

### 9. Cancellation of the reservation / annulation fees

#### (a) Cancellation

Cancellation of the reservation must be made in writing and needs agreement by the guest house. If this is not the case, the agreed price shall be paid even if the guest does not use contractual services. If the guest does not show up, at least 100% of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the arrival of the written cancellation of the guest at the guest house. This applies to letters as well as fax and e-mail messages.

If the guest withdraws from the contract without an approved cancellation or reorders or cancellations of certain reserved services take place, the guest house may charge the following cancellation fees.

#### (b) Cancellation fees:

##### *Individual reservations*

- Until and with 21 days before the agreed arrival date, the guest can withdraw from the contract without consequence of the costs.
- Written cancellation of the stay 20 to 14 days before the confirmed arrival date:
- 25% according to the reservation confirmation.

- Written cancellation of the stay 7 to 13 days before the confirmed arrival date:
- 50% according to the reservation confirmation.
- Written cancellation of the stay 12 to 3 days before the confirmed arrival date:
- 75% according to the reservation confirmation.
- Written cancellation of the stay 2 to 0 days before the confirmed arrival date:
- 100% according to the reservation confirmation.

##### *Group reservations*

The cancellation fees below apply if more than 5 persons in a group (see point 3 above) or 100% of the booked services are cancelled.

- The group reservation can be cancelled up to and with 45 days before the agreed arrival date without any cost consequences.
- Written cancellation of the stay 44 to 30 days before the confirmed arrival date:
- 30% according to reservation confirmation.
- Written cancellation of the stay 29 to 15 days before the confirmed arrival date:
- 50% according to reservation confirmation.
- Written cancellation of the stay 14 to 3 days before the confirmed arrival date:
- 75% according to the reservation confirmation.
- Written cancellation of the stay 2 to 0 days before the confirmed arrival date:
- 100% according to the reservation confirmation.

##### *c) Damage reduction*

The guest house strives to award the unused services elsewhere for both cancelled individual and group reservations. If the guest house can otherwise provide the cancelled services to third parties within the agreed period, the cancellation fee of the guest is reduced by the amount that these third parties pay for the cancelled service.

### 10. Impossible journey

If the guest is unable to arrive in due time as a result of force majeure (floods, avalanches, earthquakes, etc.), he is not obliged to pay the agreed fee for the scheduled days. The guest must prove the impossibility of arrival. However, the obligation to pay for the booked stay will be revived from the moment of arrival.

### 11. Early departure

If the guest leaves early, the guest house is entitled to charge 100% of the total booked services. The guest house endeavours to re-assign the unused services in the event of an early departure. If the guest house is otherwise able to provide the services not used to third parties during the agreed period, the guest's invoice amount shall be reduced by the amount paid by these third parties for the cancelled service.

### 12. Stay / Keys / Security / Internet / Smoking

The guest room is reserved exclusively for the registered guest. The provision of the room to a third party or the use by an additional person requires the (written) permission of the hotel.

By concluding a contract, the guest acquires the right to the usual use of the rented rooms and the facilities of the guest house by all booked persons, which are usually accessible to the guests for use

# Verena's

## BED & BREAKFAST GUESTHOUSE

and to the usual service without special conditions. The guest has to exercise his rights in accordance with any guest house and/or guest guidelines (house rules).

The room key handed down by the guest house remains the owner of the guest house and allows 24-hour access to the guest house. The loss of the key must be reported immediately to the reception. A loss of the key will be charged to the guest at CHF 150.00.

In order to access the Internet, the guest must obtain his personal login details at the reception. This service is free of charge for all guests. The guest is responsible for the use of his login data. He is liable for abuse and illegal behavior in the use of the Internet.

Smoking is not allowed in the entire guest house. Any damage to furniture, furnishings, textiles, etc. that the guest has been shown to cause, as well as for smoking in the rooms and in the building, will be charged for repair and cleaning - this amounts to at least CHF 500.00.

### 13. Extension of the stay

Subject to other arrangements, the guest is not entitled to have his stay extended. If the guest cannot leave the guest house on the day of departure because due to unforeseeable exceptional circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) all departure possibilities are blocked or not usable, the contract is automatically extended on the previous conditions for the duration of the impossibility of departure.

### 14. Additional conditions for groups

Group rates are only applied if the previous agreement is agreed and confirmed in writing by the guest house. For a group of less than 5 people, the rates apply to single travellers. The joint arrival and/or departure of groups must be notified to the guest house in writing 10 days prior to arrival. Only an invoice will be drawn up against the tour guide, who is fully liable for this amount.

The final number of persons of the group (incl. list of names) of the group must be communicated to the guest house no later than 10 calendar days before the arrival of the group. If the group is less than originally registered, the missing members will be accounted for 75% of the pro rata booked services. Additional persons are counted as single travellers and reconsidered under the pre-retention of fulfillment. In the event of cancellation of a group reservation, the cancellation fees listed in point 10 shall apply.

### 15. Food and beverages

All food and drinks are to be obtained exclusively from the guest house.

In special cases (specialities, etc.) a separate written agreement may be made. In such a case, the guest house is entitled to charge a service fee or a cork fee (see separate list).

### 16. Execution of events

Insofar as the guest house procures technical and other facilities from third parties for the guest at his instigation, it acts on the guest's account.

The guest is liable for the careful handling and the proper return of the facilities. The guest house is exempted by the guest from all claims of third parties from the provision of these facilities.

The use of the guest's own electrical equipment and equipment using the hotel's electricity network requires the prior written permission of the hotel. Disruptions or damage to the technical facilities of the hotel caused by the use of these equipment and equipment shall be at the expense of the guest, insofar as the guest house is not responsible for them. The guest house can record and calculate the electricity costs arising from the use of electrical equipment and equipment on a flat-rate basis.

With the consent of the hotel, the guest is entitled to use his own phone, fax and data transmission facilities. For this purpose, the guest house can require connection and connection problems (see separate installation).

Disturbances at technical or other facilities provided by the guest house will be eliminated as soon as possible upon notification of the guest. Insofar as the guest house is not responsible for the disturbances, no claims for benefits are reduced by faults or liability is created.

The guest must obtain all necessary official authorisations for the implementation of the event at his own expense. He is responsible for compliance with the authorisations as well as all other public regulations in connection with the event. Bus money due to a violation of the permits are to be paid by the guest.

The guest has to handle the necessary formalities and billings in connection with music performance and sound system independently with the responsible institutions (e.g. SUISA).

### 17. Items brought in by the guest

Exhibition or other items, including personal items, are located at the risk of the guest in the store rooms or on the guest house area. The guest house does not take on any obligation to guard and store. The guest house assumes no liability for the loss, loss or employment of the goods brought in, unless gross negligence or intent of the guest house. The insurance of the items brought with him is the responsibility of the guest.

Decoration material brought with you must meet the fire police requirements. The guest house is entitled to demand official proof of this. Due to possible damage, the installation and installation of objects must be agreed with the guest house in advance.

The exhibits or other objects brought in must be removed immediately after the end of the event. Items left behind may be removed and/or stored by the guest house at the expense of the guest. If the removal involves a disproportionately high effort, the guest house can leave the items in the event room and charge the guest the usual room rent for the duration of the stay.

Packaging material (carton, boxes, plastic, etc.) that is generated in connection with the delivery of the event by the guest or third parties must be disposed of by the guest. Should the guest read back packaging material in the guest house, the guest house is entitled to dispose of it at the expense of the guest.

### 18. Acts, Use and Liability

#### a) Guest house

The guest house shall be liable to the guest within the scope of the legal possibilities for slight and medium negligence and shall only be liable in the event of intentional or gross lyrical damage. Should there be any disturbances or defects in the services of the guest house, the guest house will make every effort to remedy the situation at the immediate notification of the guest. If the guest fails

# Verena's

## BED & BREAKFAST GUESTHOUSE

to notify the guest house of a defect in good time, there is no right to a reduction in the contractually agreed fee. The guest house is liable for the goods brought in by the guests in accordance with the statutory provisions, i.e. up to the amount of Fr. 1'000.00. Items that the guest keeps in his guest room are considered to be included. The guest house is not liable for slight and moderate negligence. If precious items (jewelry, etc.), cash or securities are not handed over to the guest house for storage, the liability of the guests house is removed within the scope of the legal possibilities. The guest house recommends that money and valuables be kept in the safe of the reception. If any damage is not displayed to the guest house immediately after its discovery, the guests' claims will be lost.

The guest house is not liable under any legal title for services which it has merely arranged for the guest. The guest house disclaims all liability for theft and damage of the material brought in by third parties.

### **b) Guest**

The guest is liable to the guest house for all costs and losses caused by him, his companions or his assistants or event participants, **without the guest house having to prove any fault to the guest.**

The guest is responsible for the correct use and the proper return of all technical aids / devices that the guest house makes available to him or procured on his behalf through third parties, and is liable for damages and losses. The guest is liable for arranged services and expenses of the hotel to third parties.

### **c) Third party**

If a third party makes the booking for the guest, he is liable to the guest house as the customer together with the guest as a solidarity debtor for all obligations under the contract. Independently of this, each customer is obliged to forward all booking-relevant information, in particular these general business conditions, to the guest.

## **19. Animal husbandry**

Animals may only be brought to the guest house with the prior consent of the hotel and for a special fee. The guest who brings an animal to the guest house is obliged to keep or supervise this animal in accordance with the order during his stay or to have it kept or supervised by suitable third parties at his own expense.

No animals are allowed in the guest house's social, restaurant and event rooms.

## **20. Findings**

Found objects are sent in case of clear ownership and knowledge of the residential/business address. The costs and the risk for subsequent shipping shall be borne by the guest.

**Alternatively**, after a 3-month retention period, the items are disposed of or handed over to a non-profit institute.

## **21. Other provisions**

If the guest wishes to provide services that are not provided by the guest house itself, the guest house acts only as a medium. The statutory limitation periods apply. Insofar as these can be amended, an absolute limitation period of 6 months after departure applies to damages claims of the guest.

Advertisements in media (such as newspapers, radio, television, Internet) with reference to events in the hotel, with or without use of the unchanged company logo, require the prior written consent of the guest house.

Sachseln, in April 2020