

I. Scope

1. These terms and conditions apply for guest accommodation contracts as well as for all other supplies and services provided by **Fleming's Hotel Management und Service GmbH (hereinafter the "Hotel")** and its auxiliaries.
2. Unless expressly recognised in writing by the Hotel, alternative provisions, including those contained in the general terms and conditions of the guest or the customer, shall not be applicable.

II. Conclusion of contract

1. A guest accommodation contract (hereinafter: "contract") is established when a booking inquiry from the guest or customer is responded to with a booking confirmation from the Hotel. This agreement encompasses the reserved services of the Hotel and its auxiliaries.
2. The contractual partners are the Hotel and the guest. If a third party undertakes the booking for the guest, it and the guest will be jointly and severally liable to the Hotel for all obligations arising from the contract, provided the Hotel has possession of a corresponding declaration from the customer. Irrespective of this, every customer is obliged to pass on to the guest all information relevant to the booking, particularly these terms and conditions and to obtain his acknowledgement thereof.
3. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, require the prior written approval of the Hotel.

III. Services, prices, payment

1. The hotel is obliged to make available the rooms that the guest has reserved in accordance with these terms and conditions and to provide the agreed services.
2. The guest is obliged to pay the current or agreed hotel prices for the hire of the room and for any other services he has made use of. This also applies to services and expenses that the guest or the customer requests the Hotel to provide vis-à-vis third parties.
3. The agreed prices include the applicable statutory rate of VAT. If the period between the conclusion of contract and the arrival of the guest exceeds four months and the statutory rate of VAT or local taxes and charges increase following the conclusion of contract, the Hotel reserves the right to increase the agreed price by an amount equal to that of the increase of the payable VAT or local taxes and charges.
4. The hotel is entitled to adjust prices if, following the conclusion of contract, the guest requests changes to the number of rooms reserved, the other services required of the hotel or the length of the stay of the guest and the Hotel agrees to these changes.
5. The hotel's invoices are payable in full immediately upon receipt. The guest will be automatically in default if he fails to make payment within 30 days of having received a final invoice. If the guest is in default of payment, the hotel is entitled to charge consumers default interest at the rate of 10%. For commercial transactions the default interest rate is 13%. The Hotel reserves the right to seek larger and additional damages. The Hotel will charge a fee of CHF 10 for every reminder it sends in respect of outstanding payments. The guest will also bear all fees and charges incurred by the Hotel in collecting the debt.
6. The hotel is entitled, upon conclusion of the contract or subsequently, to request a reasonable advance payment or security deposit from the guest. The amount of the advance payment and the due date for its payment may be agreed in the contract. During the stay of the guest in the Hotel, the Hotel is furthermore entitled at any time to request payment for the costs currently incurred by the guest to that time by issuing an interim invoice and to demand its immediate settlement.
7. The guest is only entitled to make set-offs against the claims of the Hotel, if its counterclaims are undisputed or have been confirmed by way of a final legal judgement.

IV. Rescission (withdrawal) by guest from contract, cancellation

1. The Hotel grants the guest the right to withdraw from the contract at any time. This is regulated by the following provisions:
 - a) In the event that the guest withdraws the reservation, the Hotel shall have claim to reasonable compensation.
 - b) The Hotel has the choice of charging a flat rate cancellation fee instead of the actual loss involved. The flat rate cancellation fees are 90% of the agreed price for reserved overnight stays, including or excluding breakfast, 80% of the agreed price for reserved overnight stays with half board, and 70% of the agreed price for overnight stays with full board. The guest is entitled to show that the Hotel has suffered no loss or that its losses are less than those claimed by way of the flat rate compensation fee.
 - c) Insofar as the Hotel charges for its specific loss, the maximum amount of compensation may not exceed the contractually agreed price of the services to be supplied by the Hotel less the sum of the value of the costs saved by the Hotel plus the amount that the Hotel acquires through the alternative use of the Hotel's services.
2. The compensation regulations referred to above shall apply if the guest does not show up to claim the room or services he has reserved without having informed the Hotel of this in good time, i.e. no later than 48 hours prior to the day of arrival.
3. The Hotel has no claim to compensation if it has expressly granted the guest a contractual option to withdraw from the contract within a specified time period without any requirement to pay compensation (hereinafter: cancellation without penalty). The date that the Hotel receives the withdrawal notice shall be definitive. The guest must declare his intent to withdraw (rescind) in writing.

V. Rescission (withdrawal) by the Hotel

1. Provided that the guest's right to withdraw without penalty pursuant to IV. 3 has been agreed in writing, the hotel, for its part, is also entitled to a cancellation without penalty within this time period, if inquiries from other guests have been received in respect of contractually reserved rooms and the guest does not waive his right to cancel without penalty when contacted by the hotel.
2. The hotel is also entitled to withdraw from the contract if an advance payment or security deposit as agreed in accordance with III. 6 is not made/provided within a reasonable period of grace granted by the Hotel.
3. Furthermore, the Hotel is entitled to withdraw from the contract if there are significant reasons, especially if
 - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - rooms are booked under misleading or erroneous information concerning material matters, e.g. relating to the identity of the guest;
 - the Hotel has good reason for supposing that the use of the Hotel's services could significantly jeopardise the smooth running of the Hotel's operations, or the safety of Hotel guests or Hotel employees or besmirch the reputation of the Hotel in the public eye in a manner beyond the control or scope of the Hotel's organisation;
 - there is unpermitted sub-contracting or sub-letting of rooms pursuant to II. 3;
 - the circumstances described in VI. 3 have occurred;
 - the Hotel becomes aware that the financial circumstances of the guest have significantly deteriorated following the conclusion of the contract, particularly if the guest fails to promptly settle outstanding debts to the Hotel or fails to provide an adequate security deposit;

- attachment, distraint or specific liquidation proceedings have been initiated against the guest or bankruptcy or debt rescheduling proceedings are currently ongoing in relation to the guest or the guest ceases making payments in respect of his debts;
4. The Hotel must promptly inform the guest that it is exercising the right of withdrawal.
 5. In such cases of withdrawal by the Hotel, the guest will not be entitled to claim for damages.

VI. Arrival and departure

1. The guest has no right to demand the provision of specific rooms, unless the Hotel has confirmed the provisions of particular rooms in writing.
2. The reserved rooms shall be available to the guests from 14.00 hrs onwards on the agreed day of arrival. The guest has no right to demand that rooms should be provided earlier.
3. The guest should claim reserved rooms no later than by 18.00 hrs on the agreed day of arrival. Unless a later time of arrival has been expressly agreed, after 18.00 hrs the Hotel has the right to assign the room to a different guest; the guest has no right of compensation in this event. The Hotel has a right of rescission in this respect.
4. On the agreed day of departure, rooms must be vacated and be at the Hotel's disposal by 12 noon at the latest. After this time the Hotel may charge the day-time room rate up until 16.00 hrs to compensate it for the additional use of the room and the costs incurred by way of the delayed availability of the room; from 16.00 hrs it may charge 100% of the current full price of board and lodgings. The guest is entitled to show that the Hotel sustained no loss or a lesser amount of loss.

VII. Liability of the Hotel, limitation period

1. If any failures or shortcomings arise in relation to the services provided by the Hotel, the Hotel will make every effort to rectify this situation if the guest has made his objections promptly known. If the guest fails to immediately notify the Hotel of the shortcoming, there can be no entitlement to a reduction of the contractually agreed payment.
2. With reference to the statutory rules on liability, the liability of the Hotel and its auxiliaries is limited to intentional or grossly negligent breaches of obligations and, furthermore, only for deceitfully concealed faults and for any contractual guarantees assumed by it.
3. For all other instances of loss not defined by VII 2, the liability will be limited to foreseeable damage typical for this type of contract. The Hotel, moreover, is not liable for indirect loss or consequential loss.
4. The aforementioned limitations of liability also apply to non-contractual and quasi-contractual claims.
5. For items, valuables, larger sums of money or other articles of value which the guest brings into the Hotel and hands over to the Hotel reception during normal working hours for safekeeping, the Hotel will be liable to the guest in accordance with the legal regulations, but, in this respect, only up to a maximum sum of CHF 1,000 per item brought into the Hotel and only up to a total of CHF 800 for valuables. The Hotel recommends that valuables be kept in the Hotel safe for safekeeping, otherwise liability is excluded in relation to the Hotel and its auxiliaries. Any entitlements of the guest to compensation shall be null and void if he fails to report to the Hotel any loss, destruction or damage immediately after he has become aware of it.
6. It is not possible for the guest to be provided with a Hotel car-parking space. The Hotel is not obliged to keep watch over vehicles parked in the public area in front of the Hotel and all liability is excluded in relation to park buses, damage or loss.
7. Wake-up calls will be conducted with the greatest of care by the Hotel. Claims for damages are excluded except in connection

with deliberate acts or gross negligence.

8. Messages, post and packages for the guest will be handled with great care. Upon request by the guest, the Hotel will assume responsibility for the temporary safekeeping of such items and, at a fee, it will forward post and packages for the guest; this also applies to lost property. After having kept such articles for at least one month, the Hotel is however entitled to pass these on to the local lost and found office in return for a reasonable safekeeping fee. The Hotel has no prior obligation to inform or notify the defaulting guest.
9. The guest's claims for compensation are subject to the statutory time limits.

VIII. Concluding provisions, Court, Applicable law

1. Amendments and additions to the contract or these Terms and Conditions must be agreed in writing.
2. The place of performance is the registered address of the Hotel. Payment must be effected at said address.
3. Unless otherwise provided for by law, all disputes arising from this contract will be heard before the relevant court in Zurich.
4. This contract is exclusively governed by the substantive law of Switzerland, to the exclusion of regulations pertaining to the conflicts of laws and state treaty laws as well as to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
5. If any of the provisions of these Terms and Conditions or the contract are ineffective or void, or become so in the future, this will not prejudice the effectiveness of the remaining provisions. The statutory regulations apply accordingly.

Updated: March 2012

Read and agreed: