

# General Terms and Conditions

## 1. Scope of application

These general terms and conditions govern the legal relationship between the guests and the Hotel Crown, represented by the Andermatt Crown AG

## 2. Contract closing

With the receipt of a written, telephonic, electronic (incl. Internet) or personal booking and the delivery of our confirmation an accommodation agreement between the guest and the hotel Crown comes into existence. These terms and conditions form part of the accommodation contract. Notifications and messages by email are considered effective.

The data provided by the guests are processed by our electronic booking system. This data will only be forwarded to the extent as it is necessary for the booking process without any disclosure for other purposes. In addition, the statutory data protection regulations are adhered to when the data is processed. All information will be handled with the utmost care, no liability is accepted for any errors in data collection or data transfer.

## 3. Changes in prices

In the following cases the Hotel Crown reserves its right to change the advertised prices:

- New or increased state taxes (e.g. VAT, accommodation and tourism fees)
- Changes in exchange rates
- Obvious typographical errors
- Special events (e.g. exhibitions, trade fairs)

## 4. Annulations and changes of reservations

### 4.1 General conditions

Cancellations and changes from the guest will only be accepted in written or electronic form (incl. Internet).

#### Annulation conditions

During the low and middle season reservations can be cancelled cost-free 14 days before arrival. During the high season reservations can be cancelled cost-free up to 30 days before arrival. In case of a later cancellation, we will give our best to find another guest and sell the room so that you will not be charged. If this is not possible, we reserve the right to charge a cancellation fee of 50 % up to 15 days before arrival. In case of a later cancellation date, a missing or late arrival or an early departure will be charged with 100 % of the booking price.

### 4.2 Use of a substitute person

If the booked arrangement cannot be realized, the Hotel Crown accepts a substitute guest, who must accept the existing booking under the same conditions. The Hotel Crown must be given notice about the replacement person before arrival. In case a substitute person is used, the original guest stays contractor and keeps its liability towards the Hotel Crown.

#### **4.3 Cancellations due to a force majeure**

In case of a force majeure such as political unrest, strikes, natural disasters etc. a short-term cancellation for security reasons from side of the Hotel Crown is possible. In such cases, the affected guests will receive a reimbursement in form of a voucher.

#### **4.4 Disturbances and operational restrictions**

Disturbances such as common environmental noises or operating restrictions that are not caused by the Hotel Crown do not entitle to any compensation or refund.

### **5. Liability for damages**

The Hotel Crown can be made liable for damages only in cases of intent or gross negligence. Any further liability for consequential damages such as lost profits is excluded particularly within low or medium negligence. The liability for property brought by the guest is excluded to the extent permitted by law. The Hotel Crown declines any liability for theft.

Claims must be made immediately or latest within 5 days after departure in written form; otherwise the claims shall be considered invalid.

### **6. Usage of the Suites / Hotel rooms**

The suites / hotel rooms are to be treated with the utmost care by the guest. They may only be occupied by the number of persons (including children) as specified in the contract. The guest is not allowed to leave booked suites / rooms to third parties for use. The guest will be made liable for any damage that emerges during his or her stay or the stay of a joint user, unless innocence can be proven. Any damages must be reported to the Crown Hotel. The same applies to the provided parking space.

### **7. Place of fulfilment, applicable law and place of jurisdiction**

Place of fulfilment is the domicile of the Hotel Crown and thus Andermatt.

Only the Swiss law is applicable regarding the legal relationship between the guests and Hotel Crown. The place of jurisdiction is the circuit court Ursern, Andermatt.

Andermatt – July 2014

Disclaimer: In case of translation inconsistencies, the German version of the terms and conditions are applicable.