

General Terms and Conditions (GTC)

Hotel Ermitage Kandersteg | Oeschinenstrasse 49 | CH-3718 Kandersteg

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1. Scope of application

These GTCs apply to all legal relationships between the guest and Hotel Ermitage (hereinafter referred to as the hotel).

2. Conclusion of contract

The acceptance of the written, telephone, electronic or personal booking and the delivery of the booking confirmation constitutes a contract between the guest and the hotel. These General Terms and Conditions are an integral part of this contract. Notifications by e-mail shall be deemed to have been made in writing.

3. Period of use

The hotel rooms are available from 2 p.m. on the day of arrival, until 11 a.m. on the day of departure. The apartments are available from 3 p.m. on the day of arrival, until 11 a.m. on the day of departure. Any deviating provisions must be confirmed in writing.

4. Prices

Unless otherwise stated, all prices are in Swiss francs (CHF) and include the statutory value added tax. The prices quoted are subject to price changes.

5. Price changes

The hotel may change the previously communicated or published prices without prior notice in the following cases:

- newly introduced or increased government charges (e.g. value added tax, visitor's tax, etc.) to the extent of the increase in charge
- should the reference rate change, exchange rate will be converted according to the current rate of the hotel
- in the event of calculation errors or material errors in accordance with the Swiss Code of Obligations

6. Cancellations and transfers

6.1 General conditions

Cancellations or changes to bookings are only valid if they are submitted to the hotel in writing and within the specified time limits. Our guests are responsible for the following costs incurred:

Hotel bookings for guests staying alone:

- Cancellation of flexible rates up to 5 days before arrival (no later than 12.00 noon 5 days before arrival):
no costs & paid amount will be refunded
- Cancellation within 5 days or less before arrival:
will be charged up to 2 nights of the booked stay.
- In the event of an unexcused no-show, the total amount of the booking will be charged.
- Please note that the cancellation conditions may differ for special offers. In any case, the conditions confirmed in writing apply.
- Non Rev bookings will neither be postponed nor refunded.

6.2 Cancellation date and insurance

The date on which written cancellation is received by the hotel is decisive for the calculation of the cancellation date. Regarding Saturdays, Sundays and public holidays, the next working day is decisive. In cases of hardship, the cancellation costs will be covered by a cancellation costs insurance, provided the guest has taken out such insurance.

6.3 Cancellations in case of force majeure

In the event of force majeure such as political unrest, strikes, catastrophes, etc., the hotel may cancel the arrangement at short notice for security reasons.

6.4 Disturbances and operational restrictions

Disturbances such as noise and/or operating restrictions do not entitle the guest to any compensation or refund.

7. Liability

The hotel is liable for damages only in cases of intent or gross negligence. This also applies explicitly to damages arising from the use of our IT infrastructure and Internet access points. Liability is excluded to the extent permitted by law for items brought in by the Guest. Claims must be made in writing to the hotel immediately, at the latest 14 days after departure; otherwise they are considered forfeited.

8. Use of the Internet

Guests use the Internet within the hotel at their own risk. The hotel does not guarantee the security, availability and functionality of the hotel's own hardware and software. The provision of the Internet signal within the Hotel is not part of the room or seminar price - the Hotel provides this service voluntarily and free of charge. Accordingly, the customer has no claim to a permanently functioning Internet supply.

FINAL PROVISIONS

1. amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation should be made in writing. Unilateral amendments or additions by the customer are invalid.
2. place of fulfilment and payment is the registered office of the hotel.
3. the exclusive place of jurisdiction - also for cheque and bill of exchange disputes - is the registered office of the hotel in commercial transactions.
- 4 Swiss law shall apply.
5. should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.