



GENERAL TERMS AND CONDITIONS

Hotel Saluver AG in 7505 Celerina will gladly arrange a relaxing stay for you. To ensure your satisfaction, please carefully read the following Terms and Conditions, which form part of the Contract. Thank you for your time and understanding.

1. CONTRACT

- 1.1. For the conclusion of the contract, the provisions of the Swiss Code of Obligations apply. As a rule, the contract is concluded by a reservation confirmation or by the unconditional acceptance of an offer of the hotel by the guest.
- 1.2. The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.
- 1.3. If the guest requests services that are not provided by the hotel itself, the hotel acts merely as an intermediary. These services will be invoiced separately.

2. RATES, DEPOSIT, INVOICING

- 2.1. The prices result from the conclusion of the contract (reservation confirmation) and are in Swiss francs.
- 2.2. Unless otherwise agreed, the prices include breakfast and visitor's tax.
- 2.3. Depending on the extent of the reservation, the guest is required to make an advance payment or a guarantee by credit card. If a deposit is agreed, it must be paid within the agreed period, otherwise the hotel may freely dispose of the rooms.
- 2.4. Unless otherwise agreed, the bill must be paid by the guest at the latest upon departure. As means of payment the hotel accepts cash, credit cards (Mastercard, VISA and American Express), debit cards (Maestro, Maestro-CH, V-Pay and Postcard).
- 2.5. Invoices of the hotel without due date are payable within 10 days from the date of invoice without deduction. The hotel is entitled to invoice accrued receivables at any time and to demand immediate payment. In the event of late payment, the Hotel shall be entitled to charge the applicable statutory interest on arrears in the amount of 5% of the invoice total. The hotel reserves the right to prove higher damages.
- 2.6. The agreed prices include the respective statutory value added tax and taxes. The hotel reserves the right to adjust agreed prices due to changing rates of statutory taxes.

3. GUEST ROOMS

- 3.1. 3.1. The hotel rooms are ready for occupancy from 2 pm and are at the guest's disposal until 11 am on the day of departure. In case of early arrival or late departure, the room can be occupied earlier or left later in consultation with the hotel. If the room is occupied by the guest for a longer period of time without prior consultation, the hotel may charge 50% of the listed room rate until 6 pm, and 100% after 6 pm.

4. CANCELLATION POLICY

- 4.1. Cancellation by the guest

4.1.1. If a guest is not able to take the vacation, the following cancellation regulations apply:
Late cancellations, no-shows, late arrivals, or early departures will all be considered 'no-shows' and will incur a 100% charge.

For the winter season (1st December – 30th April)

- up to 7 days before arrival: no cancellation fees
- from 6 days before arrival: 80% of the arrangement
- 2 days or less: 100% of the arrangement

4.1.2. From the arrangement for the Christmas and New Year period, the following special cancellation regulations apply:

- up to 14 days before arrival: no cancellation fees
- from 13 days before arrival: 100% of the arrangement

4.1.3. For the summer season (1st May – 30th November)

- up to 2 days before arrival: no cancellation fees
- 4 days or less before arrival 100% of the arrangement

The date of receipt of the cancellation by the hotel is decisive for the calculation of the cancellation fees.

4.1.4. The hotel reserves the right to adjust the cancellation conditions individually depending on the scope of the booking; this will be noted in the confirmation (contract). A cancellation/change of the cancellation terms by the guest is only possible with the written consent of the hotel.

4.1.5. The hotel will gladly refrain from charging if the room can be let to someone else.

4.2. Cancellation by the hotel

4.2.1. Rooms may only be used for the purpose of overnight stays. The hotel is entitled to cancel the contract without notice and without further notice if the contract has been concluded under false or misleading information or if the room is not used in accordance with the contract.

4.2.2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel has expired, the hotel is entitled to withdraw from the contract.

4.2.3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for factually justified reasons, for example if - force majeure or other circumstances beyond the hotel's control make it impossible to fulfill the contract. - the hotel has justified reason to believe that the use of the hotel service may jeopardize the smooth operation of the business, security or the hotel.

4.2.4. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

4.2.5. If the hotel cannot fulfill its service obligation due to overbooking, it shall offer the guest an equivalent substitute in another hotel.

5. HOTEL LIABILITY

5.1. The hotel is liable for the guests' belongings in accordance with the statutory provisions. Liability for slight negligence is expressly excluded.

5.2. Should the guest come to harm or be dissatisfied with the hotel's services, he/she must report this to the hotel immediately, otherwise he/she can no longer assert any rights.



General Terms and Conditions: **HotelSaluver AG**

5.3. All claims against the hotel are generally subject to a limitation period of 6 months after departure, unless the mandatory statutory provisions provide for longer periods.

6. FINAL PROVISIONS

6.1. Changes or additions to the contract or the reservation confirmation are always made in writing, if possible. Unilateral changes or additions are invalid.

6.2. With the reservation confirmation or unilateral confirmation of a booking by the customer, the customer accepts the 'General Terms and Conditions'.

6.3. This contract is exclusively subject to Swiss law.

6.4. The parties agree that Celerina/St. Moritz in Switzerland shall be the exclusive place of jurisdiction.