

General standard terms and conditions Hotel National Zermatt

1. Basics

These general standard terms and conditions (GTC) sort out the legal relationship between the guest/customer/organizer, hereinafter referred to as guest, and the Hotel National Zermatt AG, hereinafter referred to as Hotel.

For the sake of simplicity, these terms and conditions always refer to the contract – no matter regarding the means of service.

Upon contract conclusion, only the valid terms and conditions of the hotel apply. General terms and conditions of the guest are only applicable if this has been explicitly agreed in writing before the contract was signed.

Should individual provisions of these terms and conditions be ineffective or invalid, this shall not affect the validity of the contract and the remaining terms and conditions. Otherwise, the statutory provisions apply.

2. Place of Jurisdiction / Applicable Law

For any disputes arising from this contract, Visp (Switzerland) is the place of jurisdiction, provided that no other legally binding place of jurisdiction exists.

All contractual agreements, reservation agreements, additional agreements and general conditions are subject to Swiss law. Place of fulfillment and payment is the seat of the hotel.

The terms and conditions are written in German, English and French. In case of any contradictions, the German version is decisive.

The hotel is not liable for any changes that have occurred without the knowledge of the hotel after the publication, as well as for any printing errors.

3. Definitions

Written confirmation: Fax and e-mail are also regarded as written confirmations.

Contracting partners are the guest and the hotel.

4. Subject matter of the contract / Scope of application

The contract for the rent of rooms, seminar rooms, areas as well as the purchase of other deliveries and services comes about with the written confirmation of the guest.

A reservation, made on the day of arrival, is binding at the moment of acceptance by the hotel.

Changes to the contract are only binding for the hotel after a (written) reconfirmation. Unilateral changes or additions to the contract made by the guest are ineffective.

The subletting and re-letting of the provided rooms and their use for purposes other than accommodation require the prior written consent of the hotel.

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5. Scope of service

The guest has – other contractual agreements reserved – no claim to a specific room.

In case, the guest has received a written confirmation and there are no rooms available at the hotel, the hotel has to inform the guest on time and offer a suitable replacement in a nearby hotel of an equivalent or higher category.

Any additional expenses for the replacement accommodation are charged to the hotel. If the guest refuses the spare room, the hotel has to reimburse the guest for already provided services e.g. such as deposits. Further claims of the guest do not exist.

6. Period of use

Unless otherwise agreed, the guest has the right to use the booked rooms from 3:00 pm on the agreed day of arrival until 11:30 am on the day of departure.

The hotel reserves the right, in case of any late departure, to remove the guests' belongings from the room and keep them at a suitable location in the hotel for a charge.

7. Options

Option dates are binding for both parties – other contractual arrangements reserved. After the expiry of the option period, the hotel may, without further notice, dispose of the optionally offered rooms, spaces or services.

The hotel must receive the confirmation on the last day of the option period no later than 6.00 pm.

8. Prices / Payment obligations

The communicated accommodation rates are per night and in Swiss Francs (CHF), VAT and service included.

The city tax is charged separately and is dependent on the regulations of the city tax of the municipality Zermatt.

The guest is obliged to pay the agreed/ applicable rates for rented rooms and other services provided. This also applies to orders of companions and visitors.

After conclusion of the contract, increases in legal fees are at the expense of the guest. Listed prices in foreign currencies are indicative and will be charged at the prevailing exchange rate. Valid are the prices that are confirmed by the hotel.

Prices may be changed by the hotel if the guest subsequently changes the number of booked rooms, used services or the duration of the stay.

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In case of an obvious false booking due to systemic errors of the booking system, the agreed prices are invalid. In this case, the hotel has the right to cancel the reservation without compensation.

The hotel may request a credit card guarantee at any time.

Deposits are required depending on the season and rate type. The due date and amount of the deposit can be found in the reservation confirmation.

In case of late payment or performance of the credit card guarantee, the hotel may withdraw from the contract (including all performance promises) immediately (without reminder) and demand the cancellation costs listed in section 10 of these terms and conditions.

At any time, the hotel has the right to bill or interim bill its services to the guest.

The final invoice includes the agreed price plus any additional charges incurred as a result of additional hotel services used by the guest and / or the persons accompanying him. The final bill – subject to other agreements – must be paid in cash or by accepted credit card in Swiss francs at the latest on the day of departure.

9. Withdrawal by the hotel

Up to and including 21 days before the guest's arrival date, the hotel can withdraw from the contract without any costs.

Furthermore, the hotel is entitled to withdraw from the contract at any time for a justifiable cause by immediate unilateral and written declaration and with immediate effect:

Objectively justified reasons are considered as follows:

- An agreed advanced payment or security deposit will not be made during the period requested;
- Force majeure or other circumstances for which the hotel is not responsible, that make the fulfillment of the contract objectively impossible;
- Rooms or spaces that are booked or used under misleading or false statements, e.g. in the person of the guest or the purpose of use/stay;
- The hotel has a well-founded reason to believe that the use of agreed services may affect the trouble-free operation of the business, the safety of other hotel guests or the reputation of the hotel;
- The guest has become insolvent (bankruptcy or fruitless seizure) or has ceased his payments;
- The purpose or cause of the stay is illegal.

In case of a cancellation by the hotel for the aforementioned reasons, the guest is not entitled to any compensation and the compensation for the booked services remain due in principle.

10. Cancellation of the reservation / Cancellation charges

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Cancellation

A cancellation of the reservation requires the written consent of the hotel. If this is not the case, the agreed price has to be paid even if the guest does not use any booked services. If the guest does not show up ("no-show"), 100% of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the receipt of the written cancellation of the guest by the hotel. This applies to letters as well as to fax and e-mail messages.

If the guest withdraws from the contract without an approved cancellation, or if he / she requests a cancellation of certain booked services, the hotel may charge the following cancellation fees.

Cancellation charges

Individual reservations

- The cancellation fees vary according to season and rate type, the cancellation fees can be found in the written reservation confirmation.

Group reservations

- The cancellation fees vary according to season and rate type, the cancellation fees can be found in the written reservation confirmation.

11. Impossible Arrival

If the guest cannot or does not arrive in time due to force majeure (flood, avalanche, earthquake, etc.), he is not obliged to pay the agreed price for the days missed. The guest must prove the impossibility of arrival.

However, the obligation to pay for the booked stay is again obligatory starting from the moment in which the guest can arrive.

12. Early departure

If the guest departs early, the hotel is entitled to charge 100% of the booked services.

13. Stay / keys / safety / internet / smoking

The hotel room is reserved exclusively for the registered guest. The transfer of the room to a third party or the accommodation of an additional person requires the (written) approval of the hotel.

By concluding a contract, the guest acquires the right to use the booked rooms and facilities of the hotel (including all booked fellow passengers), that are usually accessible for guests without any special conditions or restrictions. The guest has to exercise his rights according to any hotel and/or guest guidelines (house rules).

The room card / key provided by the hotel remains property of the hotel and allows 24-hour access to the hotel. The loss of the card / key must be reported immediately to the reception.

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The guest is responsible for the use of his login data. He is liable for misuse and illegal behavior when using the internet.

In the entire hotel smoking is only allowed in special areas (smoking area).

Extension of the stay

Unless otherwise agreed, the guest is not entitled to a prolongation of his stay.

If the guest can not leave the hotel on the day of departure because of unforeseeable circumstances / force majeure (eg extreme snowfall, flood etc.) and all departure options are blocked or unusable, the contract will automatically be extended for the duration of the impossibility of departure at previous conditions.

14. Events

An event may include room rentals, meals, technical facilities, accommodation and other services.

Number of participants

The guest is obliged to notify the hotel of the final number of participants no later than 21 working days before the event date.

If the number of participants notified by the guest differs from the final number of participants, the cancellation conditions specified in the event contract apply.

Withdrawal by the hotel and proceeding with a cancellation of events

See section 10 of these terms and conditions.

Cancellation conditions

A cancellation of the reservation requires the written consent of the hotel. If this is not the case, then the agreed price is to be paid even if the guest does not use the booked services.

Decisive for the calculation of the cancellation fee is the receipt of the written cancellation of the guest by the hotel. This applies to letters as well as to fax and e-mail messages.

If the guest withdraws from the contract without an approved cancellation, or if he / she requests a cancellation of certain booked services, the hotel may charge the following cancellation fees

Cancellation charges for events

The cancellation charges of the individual agreed event contract apply.

Event duration

If the agreed starting or ending times of the event are shifted without the hotel's prior written consent, the hotel may charge additional costs for staff and equipment, unless the hotel itself is responsible for the delay.

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The hotel has the right to expel the event participants after the agreed end of the event.

15. Food and beverages

All food and drinks can only be taken from the hotel.

In special cases (specialties, allergies or intolerances etc.) a different written agreement can be reached. In such cases, the hotel is entitled to charge a service fee or corkage.

16. Organization of events

Insofar as the hotel procures technical and other equipment from third parties on behalf of the guest, the hotel acts on account of the guest.

The guest is responsible for the careful treatment and the proper return of the facilities.

The use of the guest's own electrical equipment and devices using the hotel's electricity network requires prior written authorization from the hotel. Disruption or damage to the hotel's technical equipment caused by the use of these devices and systems shall be charged to the guest, unless the hotel is responsible for these. The cost of electricity resulting from the use of electrical equipment and devices can be charged by the hotel.

The guest must obtain all necessary official permits for the execution of the event at his own expense. The guest is responsible for compliance with the authorizations and all other public-law regulations in connection with the event. Fines for a breach of the permits are to be paid by the guest.

The guest has to handle the formalities and invoices necessary in connection with music performance and sounding on its own responsibility with the responsible institutions (eg SUISA).

17. Items brought in by the guest

Brought in exhibits or other items including personal belongings, are at own risk placed in the function rooms. The hotel does not take care of guarding and storage. The hotel accepts no liability for the loss, destruction or damage of the brought in items, except in cases of gross negligence or intent of the hotel. The insurance of brought in objects is up to the guest.

The brought in exhibits or other objects are to be removed immediately after the end of the event. Any items left behind may be removed and/or stored at the guest's expense. If the removal is associated with a disproportionately high effort, the hotel may leave the items in the event room and charge the usual room rental fee for the remaining time.

18. Acts, use & liability

a) Hotel

The hotel rejects the liability towards the guest within the legal possibilities for slight and medium negligence and is only liable for intentionally or grossly negligent caused damage.

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Should faults or defects regarding the services of the hotel occur, the hotel will make an effort to correct the situation immediately upon notification of the guest. If the guest fails to notify the hotel in time, there is no entitlement to a reduction of the contractually agreed fee.

The hotel is liable for the guest's belongings according to the legal regulations, that is up to the amount of CHF 1'000.–. The hotel is not liable for slight and moderate negligence. If valuables (jewelery, etc.), cash or bonds are not handed over to the hotel for safekeeping, the liability of the hotel within the scope of the legal possibilities is excluded. The hotel recommends to keep money and valuables in the safe of the reception.

b) Guest

The guest is liable to the hotel for all damages and losses caused by him, his companion or his assistants or event participants. The hotel does not have to prove the guest's fault.

The Guest is responsible for the correct use and return of all technical equipment/facilities provided by the Hotel or procured through third parties on his behalf, and is liable for any damages or loss.

c) Third parties

If a third party makes the booking for the guest, both parties (third party & guest) are jointly liable for all obligations of the contract. Irrespective of this, every purchaser is obliged to forward all relevant information regarding the booking, in particular these general terms and conditions, to the guest.

19. Animals

Pets are only allowed in the hotel after prior agreement with the hotel and for a fee.

20. Lost and found

Lost items will be mailed in case of clear ownership and knowledge of the residential/business address. The costs and the risk for the shipping carries the guest.

21. Further conditions

If the guest books services that are not provided by the hotel itself, the hotel acts only as a mediator.

The statutory limitation periods apply. Insofar as these can be changed, claims for damages are subject to a period of limitation of 6 months after departure.

For the personal insurance protection (in particular accident and health insurance, damage to property and luggage as well as luggage loss) the guest has to take care of himself. The hotel disclaims any liability.

22. Data protection

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Your booking data is also processed as follows:

- Your booking data (e.g. title, first name, last name, nationality, language, e-mail address, mobile telephone number, postal address, number of persons, arrival date, departure date, number of nights of stay and any visitor's tax exemption) are forwarded to Bonfire AG and Zermatt Tourism (either by us or via our electronic booking system).
- Your booking data is recorded in a central database by Bonfire AG and/or Zermatt Tourism. If accommodation providers take part in Zermatt Tourism e-mail marketing, the guest data is likewise stored with the third-party provider «Salesforce» and used as part of the business relationship between the accommodation provider and the guest.
- Your booking data is processed exclusively in Switzerland and the EU.
- Based on this, Zermatt Tourism settles the visitor's tax owed and collects the corresponding amount from the service partners.
- Zermatt Tourism also reports information to the Federal Statistical Office.
- Bonfire AG and Zermatt Tourism grant the police access to the database with booking data so that the police can access relevant booking data for missing persons, for example.
- Zermatt Tourism uses the booking data to collect statistics (in particular regarding occupancy, length of stay, number of arrivals, etc.).

The legal basis for this data processing is the fulfilment of a legal obligation within the meaning of Art. 6 para. 1 (c) GDPR (billing and collection of visitor's tax/reporting to the Federal Statistical Office) and in the sense of Art. 6 para. 1 (f) GDPR (granting access to the police/collection of statistics).

Your booking data is only used for direct marketing purposes (e.g. newsletter distribution) if you have given us your consent for this.

More information on the processing of your data by Zermatt Tourism or Bonfire AG can be found in the Zermatt Tourism privacy policy:

<https://www.zermatt.ch/en/Media/Zermatt-Tourism-privacy-policy>.