

# General Terms and Conditions

Hotel EDEN im Park, Hotel Schützen Rheinfelden and Hotel Schiff am Rhein (Schützen Rheinfelden AG), hereinafter referred to as the Hotel.

Effective May 2013

## 1. Scope

These Terms and Conditions apply to all legal relationships between the guest and the Hotel Schützen Rheinfelden (Schützen Rheinfelden AG).

## 2. Conclusion of the contract

A contract comes into being on acceptance of a booking made in writing, by telephone, electronically or in person and on dispatch of the booking confirmation. The present General Terms and Conditions form part of this contract. Messages sent by e-mail are deemed to have been sent in writing.

## 3. Period of use

Hotel rooms are available from 14.00 on the day of arrival to 10.00 on the day of departure.

## 4. Prices

Unless otherwise specified, all prices are shown in Swiss Francs (CHF) and are inclusive of VAT at the statutory rate. The prices shown are subject to change.

## 5. Price changes

The Hotel Schützen Rheinfelden may change the advertised prices in the following cases:

- newly introduced or increased statutory levies (e.g. VAT, visitor's taxes etc.)
- fluctuations in the exchange rate (converted at the current rate applied by the Hotel Schützen Rheinfelden)
- obvious printing errors

## 6. Cancellations and amendments

### 6.1 General conditions

Cancellations or amendments are only valid if sent to the Hotel Schützen Rheinfelden in writing.

The following charges apply for our hotel guests:

Hotel bookings single persons:

- Cancellation up to 24 hours prior to arrival: no charge
- Cancellation within 24 hours prior to arrival: 100% of the package booked

The following charges apply during exhibition dates such as 'Baselworld' and 'Art Basel':

up to 30 days	no charge
21 – 29 days	20 % of the agreed costs
13 – 20 days	40 % of the agreed costs
7 – 12 days	60 % of the agreed costs
0 – 6 Tage	100 % of the agreed costs

The following charges apply to our seminar, banqueting and event guests and to bookings for five (5) or more rooms:

up to 30 days	no charge
21 – 29 days	20 % of the agreed costs
13 – 20 days	40 % of the agreed costs
7 – 12 days	60 % of the agreed costs
0 – 6 days	80 % of the agreed costs

The charging basis will be the confirmed number of persons. The final number of persons must be submitted no later than seven (7) days before the start of the event and this is the number that will be invoiced.

#### 6.2 Cancellation date and insurance

The cancellation date applicable for calculating the cancellation charge will be the date of receipt of the written notification by the Hotel Schützen Rheinfelden. Notifications received on Saturdays, Sundays and public holidays will be deemed to have been received on the next working day. In cases of hardship, the cancellation charges will be paid by a cancellation insurance policy if the guest has taken one out.

#### 6.3 Cancellation in the event of force majeure

In the event of force majeure such as political unrest, strikes, disasters etc., the Hotel Schützen Rheinfelden may cancel the booking for security reasons.

#### 6.4 Disturbances and operational restrictions

No compensation or refund may be claimed for disturbances such as noise and/or operational restrictions.

### 7. Unconsumed food and drink

At seminars, banquets and events, no refund may be claimed for services not used or for unconsumed food/drink. Likewise, no refund may be claimed for services within a booked package that are not used.

## **8. Additional provision for the online purchase of Hotel EDEN im Park vouchers**

### **8.1 Validity**

Hotel EDEN im Park vouchers ordered online are valid for one year from date of purchase.

### **8.2 Transaction and terms of payment**

All online sales are binding. On completion of the transaction, you will be sent a confirmation e-mail with the voucher as a PDF attachment. This voucher must be printed out and presented at the time it is redeemed.

### **8.3 Returns**

If you return the purchased voucher to us within 10 days in writing (print-out by post or as an e-mail attachment), we will refund the full purchase price to you. You are responsible for the costs of returning the voucher.

## **9. Liability**

The Hotel Schützen Rheinfelden only accepts liability in cases of intent or gross negligence. As far as legally permissible, no liability is accepted for the guests' belongings.

Any claims must be lodged with the Hotel Schützen Rheinfelden in writing without delay and no later than 14 days after departure, otherwise any claim will be forfeited.

## **10. Data protection**

The Hotel Schützen Rheinfelden undertakes to comply with the applicable data protection legislation in handling and using all customer data and customer usage data. Customer data will only be used to maximise operational reliability or in the interests of sales promotion, product design, crime prevention, recording key economic figures and statistics and for invoicing.

## **11. Applicable law and jurisdiction**

All contracts concluded with the Hotel Schützen Rheinfelden (Schützen Rheinfelden AG) under these Terms and Conditions will be exclusively subject to Swiss law. The sole place of jurisdiction for any disputes arising from this contract shall be Rheinfelden, Switzerland.