

## **Terms & Conditions**

### **1. Scope of application**

These General Terms and Conditions ("GTC") apply to the rental of hotel rooms for accommodation as well as to all related deliveries and services of 6532 Smarthotel Sagl, which operates 6532 Smart Hote ("Hotel"), to the customer ("Customer"). General terms and conditions of the Customer shall not apply.

### **2. Conclusion of contract**

The details concerning the services ordered by the Customer and promised by the Hotel shall be governed by the contract between the Customer and the Hotel ("Contract"). This Contract is concluded by the reservation of one or more hotel rooms and any additional services.

Each reservation is confirmed by the issuance of an automatic e-mail reservation confirmation. The confirmation again contains the exact dates of the booking, the cancellation conditions and a reservation number. Shortly before arrival, the customer will receive the QR key.

A confirmed booking is only possible with valid credit card information. If the customer's credit card information provided to the hotel is incorrect or invalid, the reservation will not be maintained despite the issuance of the automatic e-mail reservation confirmation. The transmission of credit card information is encrypted, and is fully PCI-compliant. The credit card information is not known to the hotel or 6532 Smarthotel Sagl at any time.

### **3. Prices, prepayment, payment terms, invoicing, means of payment**

The customer is required to pay the hotel's agreed prices for the contractually owed services and other services used. Unless special prices are expressly agreed in writing, the prices of the hotel valid at the time the services are rendered shall apply.

The prices include the statutory value added tax. In the event of an increase in value added tax, the prices shall be adjusted accordingly. If the period between the conclusion of the contract and the provision of services exceeds six months, the hotel reserves the right to adjust the prices accordingly.

An accruing overnight flat rate/curtail tax will be charged to the customer in addition to the room rate.

#### **3.1 Payment of prices**

Payment for the entire stay is generally made on the day of arrival via the Guest Facing App.

The hotel accepts only credit cards as means of payment. Payments can only be processed via the Guest Facing App. The following credit cards are accepted:

- Visa
- Mastercard
- Diners Club
- American Express
- JCB

### **4. Withdrawal or cancellation by the customer; rescheduling of times**

Withdrawal from the contract or cancellation by the customer is generally not permitted. However, if the written cancellation of the reservation or a waiver of the service is made at least 48 hours before arrival, the cancellation is free of charge for the customer. If the cancellation is not made in time, the entire amount of the reservation will be charged in full to the customer, and the customer is also liable for any lost revenue. This also applies to guests who do not show up ("no-shows").

The personal booking conditions can be viewed at any time in the Guest Facing App.

Changes in the date or duration of the stay may lead to a change in the rate and are only possible if there is availability.

### **5. Withdrawal of the hotel; postponement of the times.**

The hotel reserves the right to extraordinary cancellation or postponement of start and end times for factually justified reasons. Such cause may exist in particular if the hotel has reasonable grounds to believe that the customer is behaving in a morally offensive manner, is using the premises for other purposes not

in accordance with the accommodation contract, is jeopardizing the smooth operation of the business, or is committing criminal acts that could endanger the reputation of the hotel in the public or security. In the event of termination for an objectively justified reason, the hotel operator shall also be entitled to issue a ban from the premises.

An objectively justified reason exists in particular if:

- prostitution is practiced on the premises of the hotel
- the customer opens content on the Internet via the hotel's own WLAN network that violates applicable law and could thus cause lasting damage to the hotel's reputation. This includes, in particular, content that violates relevant norms of criminal law, especially child pornography
- the customer participates in illegal lotteries or sweepstakes on the premises of the hotel
- the customer consumes drugs on the premises of the hotel or traffics in drugs on the premises of the hotel
- the customer performs prohibited medical procedures on the hotel premises
- the customer unlawfully publishes content protected by licensing law
- the customer undertakes actions from the hotel premises that fall under cybercrime or computer crime.
- force majeure or other circumstances for which the hotel is not responsible make the fulfillment of the contract impossible
- events and/or services have been booked under misleading or false information of essential facts (e.g. customer, purpose, etc.)
- if the customer is obviously insolvent or unwilling to pay
- the customer threatens or uses violence against persons and/or property.

In the event of justified extraordinary termination by the hotel or postponement of the start and end times, the customer shall not be entitled to any compensation. If the customer is responsible for the termination of the hotel, the customer is obliged to pay the contractually agreed price in full. The right to claim further damages is reserved.

## **6. Use of the hotel room**

The booked hotel room is reserved exclusively for the registered guest. The transfer of the room to a third person or the use by an additional person requires the prior written consent of the hotel. The subletting of the hotel room as well as its use for purposes other than accommodation are excluded.

### **7 Check-In, Check-Out**

The hotel guarantees that the hotel room is ready for occupancy from 3:00 p.m. on the day of arrival. This is subject to any early arrival ("early check-in") that may have been booked.

The room must be vacated by 10:00 a.m. at the latest on the day of departure. A possible booked late check-out remains reserved.

In the event of late check-out, any customer items remaining in the room will be removed from the hotel room and deposited as lost property in a suitable place in the hotel.

## **8. Early check-in and late check-out**

Early check-in or late check-out is possible for an additional charge and in consultation with the hotel.

## **9. Animals**

The customer may bring pets only with the prior written consent of the hotel and only in specially designated hotel rooms.

The customer will be charged a surcharge per night for each pet brought along.

All damages and additional expenses incurred by the hotel as a result of bringing along the pet (e.g. cleaning) will be charged to the customer in full.

It is forbidden to leave pets in the room alone unattended.

### **10. Impairment / damage to the hotel's facilities.**

The customer is liable without regard to fault for loss or damage caused by his employees, agents and event participants, as well as for loss, impairment or damage caused by himself.

The customer is liable in particular for damage to the hotel room and furnishings of the hotel, as well as for their loss.

The customer is liable in particular for all unlawfully stolen furnishings, and must pay the hotel their replacement value.

Smoking is prohibited throughout the hotel and it is forbidden to tamper with, unscrew, cover or otherwise interfere with the operation of the fire alarms. The customer will pay the hotel a lump sum of CHF 200 per violation of these prohibitions.

The hotel reserves the right to directly charge the credit card provided by the customer.

Parents or guardians are liable for persons they have to supervise.

### **11. Night rest**

From 10.00 p.m. o'clock until 06.00 a.m. o'clock there is night rest. The customer must refrain from making any excessive noise during this time.

### **12 Further operational requirements**

Unless otherwise agreed, newspaper advertisements and other advertising measures of the customer with references to events at the hotel require the prior written consent of the hotel. In the event of publication without such consent, the hotel shall be entitled to withdraw from the contract for factually justified reasons.

The customer is obliged to obtain all permits for his event at his own expense. For music events, any necessary registration with the copyright exploitation company must also be made by the customer.

Setting up or attaching decorative material or other objects that could damage the walls or other facilities of the hotel or impair its appearance require the written consent of the hotel. Set-ups in the lobby are generally prohibited. The customer must ensure that the decorative material and other items comply with fire safety requirements. The hotel is entitled to demand appropriate official proof. Decorations and exhibits brought along must be removed immediately after the end of the event. In the event of failure to do so, removal and storage shall be carried out by the hotel at the expense of the customer. If the items remain in the event room, the hotel is entitled to charge the customer an appropriate room rent for the duration of their stay.

The customer as well as his employees, agents and participants are prohibited from entering rooms other than the event location.

The exits are to be kept free at all times.

### **13. technical facilities**

Basic technical equipment (electricity, lighting) is included in the contractually agreed remuneration.

Additional technical or other facilities shall be provided by the hotel or procured from third parties against separate remuneration. Insofar as the hotel procures technical or other facilities from third parties for the customer at the customer's instigation, it shall act on behalf and for the account of the customer. The customer shall be liable for the careful handling and proper return of the technical equipment and shall indemnify the hotel against all claims of third parties arising from the provision of technical equipment.

The use of the customer's own electrical equipment using the hotel's power supply system requires the hotel's written consent. Any disruptions and/or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the customer. The hotel is entitled to charge the customer a lump sum for the electricity costs incurred by the use of such devices.

Faults in the technical or other equipment provided by the hotel shall be rectified as quickly as possible.

The hotel excludes any liability for such malfunctions. The customer is not entitled to withhold payments in whole or in part due to malfunctions.

The hotel provides, upon written agreement, some technical equipment. In case of damage, the cost of repair or necessary replacement will be fully borne by the customer.

**14 Liability, loss of or damage to items brought to the hotel**

The customer is obligated to fully indemnify the hotel for services provided by third parties, in particular also for claims of copyright collecting societies.

Exhibits or other items, including personal items, which are carried along are at the risk of the customer in the hotel. The hotel assumes no liability for loss, damage or destruction, including financial loss, except in cases of gross negligence or intent on the part of the hotel.

The customer is obliged to ensure that his employees and agents comply with the provisions of the contract and these GTC as well as the instructions of the hotel's staff.

Lost property found in the hotel after the customer has checked out will be disposed of properly after a storage period of 6 months.

The hotel excludes any liability except in cases of gross negligence or intent.

**15. final provisions**

Should individual parts of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. Any deviating agreements must be made in writing to be valid.

**16 Applicable law and place of jurisdiction**

These GTC as well as the contracts concluded on their basis are subject to Swiss law. Castione is agreed as the place of jurisdiction. The hotel shall also be entitled to bring an action at the customer's registered office or place of residence.