

## **General Terms & Conditions**

**for room reservations, events and seminars at the Hotel Gstaaderhof AG  
Gstaad (GHOF)**

We are delighted that you have chosen the Hotel Gstaaderhof AG. To guarantee the success of your stay, we kindly request you to take note of the following general terms & conditions.

They define the contractual relationship between you, esteemed guest, and the Hotel Gstaaderhof AG Gstaad (hereinafter "GHOF").

### **1. Reservation and Liability**

The reservation agreement and amendments there to relating to services to be provided by the Hotel Gstaaderhof (GHOF) are not binding for the hotel until they have been confirmed and reconfirmed in writing by both hotel and client. If the Organiser (agency / person making the booking) is not identical with the Client (guest, addressee of the invoice), the Organiser is jointly and severally liable with the Client vis-à-vis GHOF.

If the guest making a reservation, advises GHOF of additional guests, he is liable for the total cost of the rooms reserved. The Organiser is liable for all bills not paid by participants (e.g. minibar, laundry, telephone, spa treatments etc.).

### **2. Deadlines**

Deadlines for reconfirmation are binding for both parties. Once the deadline has expired, the hotel is entitled to dispose of all rooms unless written confirmation (signed by both parties) has been received.

### **3. Arrival & Departure**

In the absence of other arrangements, rooms will be available from 4 pm on the day of arrival. Rooms must be vacated by 12 noon at the latest on the day of departure. If rooms are not vacated by noon, the hotel is entitled to charge 80% of the full room rate for the hours between noon and 6 pm and 100% after 6 pm.

### **4. Event Numbers**

Although the final number of guests is often not known until shortly before an event, we request you to give us as precise a number as possible no later than 10 days before your event. The invoice cannot be adjusted to take lower

numbers of guests into account unless GHOF is notified accordingly at least 3 days before the event.

### **5. Choice of Menu / Wines and Programme Sequence**

GHOF must receive the final choice of menu and wines no later than 10 days before the event. Compliance with requests submitted later will depend on availability.

The Client will notify GHOF at least 48 hours before the event commences of its precise sequence (incl. special details relating to performances, speeches, intervals etc.). GHOF is unable to guarantee impeccable food and beverages (e.g. coffee breaks, meals etc.) unless participants observe the agreed times or the Client informs GHOF of changes in good time (no later than 2 hours beforehand).

### **6. Corkage Fee**

GHOF will charge a corkage fee of CHF 30-45 per bottle (0.75l) for all wines, champagne and other beverages supplied by the Client.

### **7. Rooms / Equipment**

GHOF reserves the right to place alternative rooms at the Client's disposal instead of those originally specified for the event, provided such rooms can be considered reasonable for the Client's purpose. GHOF undertakes, however, to notify the Client and the person ordering the event of this change in good time. Both infrastructure and equipment must be handled with care. The Client is liable for any damage caused or equipment or inventory items lost while the event is in progress and proof of liability is not required. The Client or person ordering the event must notify the appropriate executive staff member of GHOF on duty at the time of any damage caused. The mounting of decorative materials or other items without the permission of GHOF is prohibited. All decorative materials must comply with fire prevention regulations. Decorative materials provided by the Client must be removed within 48 hours after the event at the latest.

If the person ordering the event has arranged for GHOF to obtain technical or other equipment from third parties, GHOF shall act on behalf of and for the account of the person ordering the event. The person ordering the event is responsible for seeing that it is handled with care and returned in good order and releases GHOF from liability vis-à-vis third parties.

If technical or other equipment provided by GHOF malfunctions or is defective, GHOF will endeavour to have it repaired immediately, if possible. Such occurrences do not entitle the Client to retain or reduce payments.

### **8. Publicity**

In principle, the prior written approval of GHOF is required for all newspaper advertisements and other publicity material mentioning events at GHOF.

### **10. Auxiliary Staff Members**

The Client is not entitled to request assistance from auxiliary staff members free of charge for the transport and mounting of decorative elements, technical equipment and other items provided by GHOF or third parties.

### **11. Force Majeure**

In the case of force majeure (fire, floods, etc.) GHOF reserves the right to withdraw from the contract.

### **12. Deposits / Invoices**

The Organiser agrees to pay a deposit of up to 50% of the total arrangement, unless specifically agreed otherwise in writing. The deposit for group and seminar bookings must be paid no later than 30 days before the event. In the case of group events/bookings, the Organiser/Client is responsible for settling any outstanding amounts for extra items together with the final invoice. The Client is liable vis-à-vis GHOF for the payment of additional food, drinks and similar items ordered by participants. Invoices are payable net within 10 days of the invoice date.

### **13. Cancellation of a Reservation**

Cancellations will not be accepted unless they are notified in writing.

In this case the following cancellation charges will apply unless expressly agreed otherwise in writing (the final written confirmation is binding):

up to 30 days prior to arrival / event: no charge

14 to 29 days prior to arrival / event: 30% of the services to be provided

7 to 13 days prior to arrival / event: 50% of the services to be provided

0 to 6 days prior to arrival / event and no-shows: 100% of the services to be provided

If services are to be provided by third parties (rental costs, catering, organisation), their terms of business shall apply – regardless of the terms of GHOF.

In the event of early departure you will be charged the agreed room rate for the rest of your stay unless we are able to relet the room to another guest.

### **13. Miscellaneous**

The Organiser/Guest is responsible for insuring items that he has brought with him. GHOF does not accept any liability for missing or damaged items.

As the GHOF is located in a residential zone, fireworks and firecrackers are prohibited in the hotel grounds.

Parents are responsible for their children. GHOF does not accept liability for accidents.

On request, adequate parking space can be provided within the hotel grounds. GHOF does not accept liability for vehicles left in its car parks.

Rental rates for seminar rooms, prices of food and beverages are subject to change.

### **14. Applicable law / Jurisdiction**

These General Terms & Conditions and all agreements entered into on the basis of these General Terms & Conditions are subject to Swiss law. It is agreed that the place of fulfilment and jurisdiction shall be Saanen.

Hotel Gstaaderhof AG, Gstaad, December 2011