

GENERAL TERMS AND CONDITIONS OF BUSINESS OF HOTEL

GENERAL

1. Scope

1.1. These general terms and conditions of business (referred to below as AGB) apply to the provision of hotel bedrooms for the accommodation of customers, together with all other services and supplies made available by Hotel National AG (referred to below as the Hotel National) for customers. All offers made by the Hotel National are based on the following AGB. They are an integral part of every contract. Should these AGB conflict with a customer's own terms and conditions of contract, these AGB shall prevail.

2. Closing the contract

2.1. After making a booking, the customer receives a written booking confirmation from the Hotel National (by E-Mail, fax or letter).

The contract is not finalized until this written booking confirmation has been sent to the customer by the Hotel National.

2.2. A single booking is valid until 6 pm on the day of arrival unless a guarantee is provided. With a room guarantee, your booking is maintained for the whole night, even if you arrive after 6 pm. The following guarantees are accepted for a room booking:

- Credit card (Visa, American Express, Diners Card, Mastercard, JCB, CUP)
- Advance payment for one night, e.g. by bank or postal transfer
- Written guarantee provided by a company listed in the register of commerce, with its headquarters in Switzerland

Credit card data are used only to secure the booking. The final payment is made on site after a further consultation with the guest.

3. Services and prices

3.1 The Hotel National undertakes to provide the services ordered by the customer and assured in writing by the Hotel National. All prices are quoted in Swiss francs (CHF), per bedroom/night inclusive of breakfast, service, W-LAN, Bern Ticket Service and include value added tax (VAT) at the official rate.

3.2 The city tax of CHF 5.30 per person/night is not included. Children aged 6 to 16 pay a supplement of CHF 1.50 for the Bern Ticket.

3.3 For children up to age 2, a baby bed can be made available free of charge. Children up to their 5th birthday are accommodated free of charge in their parent's bed. From their 6th to their 12th birthday, children can be accommodated in their parent's bed on payment of a price supplement of CHF 15.- per night. Above the 12th birthday, the supplement for an extra bed is CHF 25.- per night.

3.4 Unless otherwise agreed, the guest is not entitled to a particular bedroom. The bedrooms may be used only for the agreed purpose of overnight accommodation. The Hotel National is entitled to terminate the contract without notice if the contract was closed on the basis of incorrect or misleading information or if the bedroom is not used for the contractual purpose.

3.5 The Hotel National specifically reserves the right to alter prices.

4 Payment

4.1 The Hotel National is entitled to require a suitable advance payment or provision of security when the contract is closed or thereafter. The amount of the advance payment and the payment dates will be specified with the offer. If the customer fails to meet his obligation to pay a deposit by a specified time, the Hotel National is entitled to withdraw from the contract after allowing a reasonable period of grace.

4.2 If the Hotel National does not require a deposit payment, the entire amount of the invoice must be settled by the customer upon departure by credit card (Master, VISA, American Express, Diners, JCB), debit card (EC/Maestro, Postcard) or in cash.

4.3 If payment by invoice is agreed, the full invoiced sum falls due 30 days after the date of the invoice. In the event of late payment, the Hotel National is entitled to charge interest on arrears at the rate of 5%.

4.4 The Hotel National does not send invoices abroad.

5 Liability

5.1 The customer is liable to the Hotel National for all harm and losses or other damage caused by him, his employees, representatives or event participants or other third parties. The Hotel National declines all liability for theft and material damage of or to objects that are brought in by the customer, event participants or by third parties. The insurance of objects for display and other objects that are brought in by the customer, event participants or by third parties is a matter for the customer. The Hotel National may at any time require the customer to produce evidence of adequate insurance.

5.2 The customer is required to respect peace and quiet. He undertakes to indemnify the Hotel National in full against all claims in civil or public law made by authorities or third parties (including event participants, guests or employees and contracting parties of the customer) because of his event or to settle the resulting claims in full.

5.3 The Hotel National is liable only for contractual or non-contractual harm caused by deliberate intent or by gross negligence and only for direct damage. All further liability, in particular for minor or average negligence or for indirect damage, such as loss of profit in particular, is excluded.

5.4 If external services are arranged, the Hotel National accepts no liability for the service ordered by the event organiser.

All claims against the Hotel National shall be time-barred six months after the guest's departure, unless binding statutory provisions stipulate longer time limits.

6 Withdrawal by the Hotel National

6.1 The Hotel National may withdraw from the contract without stating reasons, as long as the customer is entitled to withdraw on the basis of Sections 10.2. and 10.3.

6.2 If the contractual service to be provided by the Hotel National is rendered significantly more difficult or impossible in whole or in part by force majeure (in the Swiss meaning of the term this denotes, in particular, natural disasters, such as storm force winds, floods or earthquake, as well as fire, war, unrest, reactor accidents, strike, pandemics and epidemics, unforeseeable restrictions imposed by the authorities) or other circumstances for which the Hotel National is not responsible, the Hotel Schweizerhof may withdraw in whole or in part without compensation from that part of the contract which has not yet been performed.

6.3 The Hotel National is likewise entitled to withdraw without compensation if there are justified grounds for assuming that the events may jeopardize the smooth operation of the business, safety or prestige of the Hotel National with the public or if the customer is in breach of Section 14.1. of these AGB.

7 Withdrawal by the customer

7.1 Withdrawal by the customer is governed in principle by the provisions on cancellation set out in Sections 10.2. and 10.3.

HOTEL BEDROOMS

8 Arrival and departure times

The hotel bedrooms are ready for occupation from 3 pm on the day of arrival and must be vacated by 11 am (or 12 noon at the weekend) on the day of departure.

9 Group bookings/Bedroom allocations

9.1 Bookings of 6 bedrooms or more are defined as group bookings.

9.2 No later than 7 days before the arrival date, the Hotel National must receive a list of participants from the customer giving the following details:

- first names and surnames of all the guests
- arrival time
- guests' payment terms

Once the time limit specified by the Hotel National has expired, rooms that are still available in the particular allocation will be released for open sale.

10 Cancellation conditions

10.1 The following cancellation conditions apply to cancellation of bookings and also to no-shows and early departures.

10.2 Cancellation of individual hotel bedroom bookings (for up to a total of 5 bedrooms) must reach the Hotel National no later than 24 hours before the arrival date (up to 3 pm local time). If a cancellation is notified less than 24 hours before the arrival date, the bedroom price for the first night will be charged.

10.3 Cancellation of a group booking for several hotel bedrooms (6 bedrooms or more) must reach the Hotel National no later than as shown below:

30 days before arrival: no cancellation charge
14-29 days before arrival: 50% of the total sum will be charged
7-13 days before arrival: 80% of the total sum will be charged
6 days or less before arrival: 100% of the total sum will be charged

10.4 If bookings are made through a tour operator, his general terms and conditions shall apply.

11 No smoking

For legal and technical fire prevention reasons, smoking is prohibited in all bedrooms. If this rule is infringed, the Hotel National reserves the right to charge for a thorough cleaning at cost. All the bedrooms are fitted with smoke detectors which are connected centrally to the fire brigade. A false alarm that may be caused by smoking will be charged to the person responsible for triggering that alarm.

12 Internet

12.1 The Hotel National provides WLAN Internet access free of charge.

12.2 The Hotel National accepts no liability for poor Internet performance, damage caused by third parties, imported data of all kinds (viruses, worms, Trojan horses etc.) and for links from and to other websites. The Hotel National has no control over the content and form of external websites.

12.3 The Hotel National cannot guarantee the faultless operation of hardware and software. We call your attention to the fact that this page may contain technical inaccuracies or typographic errors.

12.4 Under no circumstances shall the Hotel National be liable to the guest or to third parties for any direct, indirect, special or other consequential damage resulting from the use of this or of a linked website. Any form of liability for loss of profit, interruption of business, loss of programs or other data in the guest's information systems is likewise excluded. This applies even if specific attention has been called to the possibility of such damage.

13 Use of identifying marks/images

13.1 Use of logos/images of the Hotel National in any form whatsoever by the customer requires the prior written consent of the Hotel National in every case. If a publication is made without the necessary consent, the Hotel National is entitled to withdraw from the contract. The customer is liable to the Hotel National for any resulting damage.

14 Data protection

14.1 The Hotel National undertakes to safeguard the confidentiality of the guest's personal data. Personal data is not transferred to third parties for purposes other than those stated. We only disclose your personal data to third parties if:

- you have given your specific consent for that to be done;
- processing is necessary to implement a contract with you;
- processing is necessary to perform a legal obligation or required to safeguard justified interests and there is no reason to suppose that you have an overriding interest in the non-disclosure of your data that merits protection.

14.2 To protect the safety of the customers' data during transmission, we use encryption procedures that incorporate the latest technology (such as SSL) via HTTPS.

15 Final provisions

15.1 Apart from these AGB, further provisions and booking terms which take priority over the AGB may apply. Amendments or additions to the offer that has been accepted or to these AGB must be made in writing. Unilateral amendments or additions made by the customer are invalid.

15.2 The contract shall be governed solely by Swiss law. Bern Cantonal Court in the Canton of Bern shall be the place of jurisdiction.

15.3 Should individual provisions of these AGB be invalid, that shall not affect the validity of the remaining provisions. In any such case, the provision that is legally invalid shall be replaced by a provision with a similar meaning, but which is legally valid.

National Bern AG
Die Geschäftsleitung