

GENERAL TERMS AND CONDITIONS FOR ROOM BOOKINGS

1. SCOPE OF APPLICATION

These General Terms and Conditions for Room Bookings ("GTC") apply to the Hotel AVES Homebase Arosa, respectively the **7050 Management AG with registered office in Arosa (hereinafter referred to as Hotel AVES)** for the provision of hotel rooms for the accommodation of customers as well as all other services and deliveries provided by the hotel in this context. The General Terms and Conditions of the customer shall not apply. All contract extensions, additions or cancellations must be made in writing. If rooms are booked through a tour operator, the latter's General Terms and Conditions shall apply.

2. CONCLUSION OF CONTRACT

An individual reservation is valid until 4 p.m. on the day of arrival without a guarantee. With a room guarantee, your reservation remains valid for the whole night even if you arrive after 4.00 pm.

The following are valid guarantees for a room reservation:

- Credit card (Visa, American Express, Diners Card, Mastercard, JCB, CUP, Postcard, Twint, EC Direkt)
- Prepayment for one night, e.g. by bank or postal transfer
- Written confirmation of reservation from a company registered in the commercial register and based in Switzerland

The AVES Hotel expressly reserves the right to put the rooms back on sale during and after the acceptance period for the reservation offer has expired. In the event of a new request, the new offer may contain deviations from the first offer.

3. SERVICES AND PRICES

The customer is not entitled to the provision of specific rooms, but the hotel undertakes to keep rooms of the reserved category available. If, for unforeseen reasons, a room of equal value to the reserved room is not available on arrival, accommodation will be provided in a room of the next higher category. In the event that no room is available in the hotel, the hotel will arrange for at least equivalent accommodation in another hotel. Any additional expenses for the alternative accommodation shall be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately refund any payments already made by the guest (e.g. deposits). The guest shall have no further claims.

The customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services used by him. This also applies to services and expenses of the AVES Hotel to third parties arranged by the customer. The prices are quoted in CHF per room/night.

4. ROOM HANDOVER AND RETURN

Booked rooms are available to the guest from 3 p.m. on the agreed day of arrival. The guest is not entitled to occupy the room earlier. If the guest arrives after 6 p.m., the hotel must be informed of the later arrival by telephone or in writing by 3 p.m. on the day of arrival at the latest, otherwise the hotel may freely dispose of the rooms. Room occupancy by 4.00 a.m. counts as a full overnight stay.

On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation rate (daily rate according to the website) for the late vacating of the room until 6 p.m., and 100% from 6 p.m. onwards.

6. EARLY DEPARTURE

If the guest departs early, the hotel is entitled to charge 100% of the total booked services. In the event of early departure, the hotel shall endeavor to reassign the unused services to other parties. If the hotel is able to provide the unused services to third parties during the agreed period, the guest's invoice amount shall be reduced by the amount paid by these third parties for the canceled service.

7. EXTENSION OF THE STAY

Unless otherwise agreed, the guest is not entitled to an extension of his/her stay. If the guest is unable to leave the hotel on the day of departure due to unforeseeable extraordinary circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) and all departure options are blocked or unusable, the contract shall be automatically extended at the previous conditions for the duration of the impossibility of departure.

8. PRICES / NON-REFUNDABLE RATE / OBLIGATION TO PAY

The prices communicated by the hotel are in local currency (CHF) per room / night and include the statutory VAT. The accommodation fees per guest and the daily room cleaning per day as well as the final cleaning for the apartments are not included in the price. The hotel works with daily updated room rates, which are based on the availability of the individual room categories. The guest is obliged to pay the agreed or applicable hotel prices for the room rental and other services used. This also applies to orders placed by his companions and visitors. Any increase in statutory charges after conclusion of the contract shall be borne by the guest. Prices quoted in foreign currencies are approximate values and will be charged at the respective daily exchange rate. The prices confirmed by the hotel are valid. Prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guest's stay.

In the event of an obvious incorrect booking due to system-related errors in the booking system (material error of declaration (Art. 24, para. 3 OR), the agreed prices are null and void. In this case, the AVES Hotel has the right to cancel the booking without compensation.

The hotel is entitled to request a deposit of up to 100% of the expected total amount upon conclusion of the contract, primarily during the high season, for group reservations or events. Room prices based on the non-refundable rate will be charged to 100% of the credit card when the booking is finalized. Loyalty cards and vouchers cannot be credited. The deposit is to be understood as a partial payment of the total amount owed or of any cancellation costs.

In addition to a deposit, the hotel may also require a credit card guarantee. The credit card guarantee serves to secure the reservation. The final payment will be made on site after further consultation with the guest.

An advance payment must be transferred within 30 days of receipt of the reservation confirmation. In the case of short-term reservations, this period may vary and the hotel may require a credit card guarantee for the entire booking amount.

If the down payment or credit card guarantee is not made on time, the hotel may withdraw from the contract (including all service promises) immediately (without reminder) after a short grace period has expired without success and demand the cancellation costs listed under Section 9 of these GTC. Unless otherwise agreed, the final invoice must be paid in cash or by accepted credit card in the local currency (CHF) at the latest at check-out on the day of departure.

Invoices are only issued in rare cases and for an administration fee of CHF 20.00. Invoices are payable in full within 30 days of the invoice date. The hotel may charge a reminder fee of CHF 20.00 for each reminder. In the event of late payment, the default interest rate is 6%. All bank charges or any exchange rate differences shall be borne by the guest. The defense of set-off against claims of the hotel is excluded.

9. CHANGES AND CANCELLATION OF THE RESERVATION / NO-SHOW OF THE GUEST (NO-SHOW)

a) Modification and cancellation of the reservation

The date of receipt of the written notification by the hotel and the subsequent written confirmation by the hotel shall be decisive for the calculation of a timely change or cancellation of a reservation. For certain rates, however, special conditions apply which no longer allow for changes or cancellations (e.g. non-refundable rates). In such cases, the basis for calculation is always the total arrangement.

b) Cancellation of internet-based bookings (third-party providers)

Cancellations of internet-based booking systems are only legally effective if they have been cancelled via the booking system of the third-party provider in compliance with the cancellation conditions and accepted by the hotel.

c) Non-appearance of the guest (no-show)

If the guest does not show up ("no-show"), 100% of the booked services, but at least one night at the booked price, will be charged.

d) Cancellation conditions

If the guest withdraws from the contract without an authorized cancellation, or if certain reserved services are changed or cancelled, the hotel may charge the following cancellation fees, unless otherwise stated in the respective arrangement or rate.

Tariff	Hotel room Summer season		Hotel room Winter season	
	Daily rate/ Longstay	11 days before arrival	Free of charge	22 days before arrival
	From 10 days before arrival	100% of the total amount	From 21 days before arrival	100% of the total amount
Flexible daily rate	4 days before arrival	Free of charge	8 days before arrival	Free of charge
	From 3 days before arrival	100% of the total amount	From 7 days before arrival	100% of the total amount

Tariff	Apartments Summer		Apartments Winter	
	Daily rate/ Longstay	29 days before arrival	Free of charge	61 days before arrival
	From 28 days before arrival	100% of the total amount	From 60 days before arrival	100% of the total amount
Flexible daily rate	8 days before arrival	Free of charge	15 days before arrival	Free of charge
	From 7 days before arrival	100% of the total amount	From 14 days before arrival	100% of the total amount

6.2 Cancellation conditions for groups

Cancellation conditions for group reservations are regulated as follows:

Please note that the cancellation conditions may vary depending on the offer and that the respective conditions according to the booking confirmation are valid for the respective stay. Group size applies from 10 rooms.

Winter:

100% cancellation free of charge: 91 days before arrival
 50% cancellation fee applies: from 90 days - 46 days before arrival
 75% cancellation fee applies: from 45 days - 31 days before arrival
 100% cancellation fees apply: from 30 days before arrival

Summer:

100% Cancellation free of charge: 61 days before arrival
 50% cancellation fees apply: from 60 days - 31 days before arrival
 75% cancellation fees apply: from 30 days - 15 days before arrival
 100% cancellation fees apply: from 14 days before arrival

Partial cancellation of up to 10% of the group participants:

Free of charge up to 61 days before arrival
 50% cancellation fee applies: from 60 days to 15 days before arrival
 90% cancellation fee applies: from 14 days before arrival

10. WITHDRAWAL BY THE HOTEL AVES

Up to and including 60 days before the agreed date of arrival of the guest, the hotel may withdraw from the contract without incurring any costs. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily and with immediate effect at any time for objectively justified reasons by means of an immediate unilateral written declaration, for example if

- * an obvious incorrect booking has been made due to system-related errors in the booking system. In such a case, the agreed prices are null and void;
- * an agreed advance payment or security deposit is not made within the period set by the hotel;
- * force majeure or other circumstances for which the hotel is not responsible make it objectively impossible to fulfill the contract;
- * Closure or change of opening hours for economic or legal reasons;
- * rooms or spaces are booked or used with misleading or false statements of material facts, e.g. in the number of persons of the guest or the purpose of use or stay;
- * the hotel has reasonable grounds to believe that the use of the agreed services might jeopardize
- * may impair the smooth running of the business, the safety of other hotel guests or the reputation of the hotel;
- * the guest has become insolvent (bankruptcy or seizure) or has suspended payments or is in breach of the above clause 8;
- * the purpose or reason for the stay is unlawful.

If the hotel withdraws from the contract for the aforementioned reasons, the guest shall not be entitled to compensation.

11. IMPOSSIBLE ARRIVAL

If the guest cannot arrive or cannot arrive on time due to force majeure (flood, avalanche, earthquake, etc.), he/she is not obliged to pay the agreed fee for the missed days. The guest must prove the impossibility of arrival. However, the obligation to pay for the booked stay shall be revived from the moment the guest is able to arrive.

12. TRAVEL CANCELLATION INSURANCE

We recommend that you take out travel cancellation insurance.

13. DUTY OF CARE / LIABILITY

The guest must use the hotel room with the utmost care. The guest is liable to the hotel for all damage and loss caused by him, his companions or assistants or event participants, without the hotel having to prove fault on the part of the guest.

The hotel is liable for property brought in by guests in accordance with the statutory provisions. No liability is accepted for slight negligence. If valuables (jewelry, etc.), cash or securities are not handed over to the hotel for safekeeping, the hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables should always be kept in the room safe (liability limit CHF 1,000). If any damage is not reported to the hotel immediately after its discovery, the guest's claims shall be forfeited.

The hotel is not liable under any legal title for services which it has merely arranged for the guest. The hotel accepts no liability for theft of or damage to material brought in by third parties. If the guest suffers damage or is not satisfied with the hotel's services, he must notify the hotel immediately, otherwise he can no longer assert any rights. All claims against the hotel expire within 3 months of the end of the contract.

9. CHILDREN'S PRICES

On request, a baby crib can be provided free of charge for children up to 2 years of age. Children up to their sixth birthday stay free of charge in their parents' bed.

14. DOGS

Guests who bring a dog to the hotel are obliged to keep or supervise this dog properly during their stay or to have it kept or supervised by a suitable third party at their own expense. Dogs may only stay in the areas designated by the hotel (restaurant, social and event rooms). Dogs are not permitted in the wellness area of the hotel.

15. SUBJECT TO CHANGE

Hotel AVES reserves the right to amend and adapt the General Terms and Conditions at any time. Legal recourse is excluded.

16. DATA PROTECTION

The data protection provisions can be viewed at: <https://aves-arosa.ch/en/privacy-policy.html>

17. TRANSFER OF THE CLAIM TO THIRD PARTIES

Hotel AVES reserves the right to transfer outstanding receivables to third parties and to make information available to third parties for the purpose of credit checks.

12 FINAL PROVISIONS

In addition to the GTC, other provisions and booking conditions may apply which take precedence over the GTC. Amendments or additions to the accepted offer or these GTC should be made in writing. Unilateral amendments or additions by the customer are invalid. The place of performance and payment is the hotel's registered office. Swiss law shall apply, with Arosa being the exclusive place of jurisdiction. Should individual provisions of these GTC be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.