

GTC

General Business conditions Logement

1. Scope

These General Terms and Conditions (GTC) regulate the legal relationship between the customer, hereinafter referred to as the guest, and Arte Conference Center AG, hereinafter referred to as the hotel / restaurant. Insofar as the term guest is used below, it also refers to the female guests. The terms and conditions apply to all contracts for accommodation services and / or events, including the related services. For the sake of simplicity, these terms and conditions - regardless of what service - always speaks of a contract. The contractual partners are the guest and the hotel / restaurant. Should individual provisions of these general terms and conditions be ineffective or invalid, this does not affect the validity of the contract and the other general terms and conditions.

For any disputes arising from this contract, Olten is the place of jurisdiction, unless there is another legally binding place of jurisdiction. For all contractual, reservation and any additional agreements and the general conditions, only Swiss law applies. The place of fulfillment and payment is Olten.

2. Conclusion of contract

The contract for the rental of rooms and other rooms within the hotel as well as outdoor areas that belong to the property of the hotel, as well as the purchase of other deliveries and services are validated by the written confirmation of the guest and the hotel. Written confirmations also include electronically transmitted documents such as emails and online generated forms. The agreed services are legally binding for the hotel and the guest in every respect.

3. Prices

The prices communicated by the hotel are in Swiss Francs (CHF) and include VAT. An increase in statutory taxes after the contract is concluded is at the guest`s expense. Price changes are reserved at any time.

4. Payment arrangements

4.1 Down payment / advance payment

The hotel is entitled to request full or partial advance payment in the scope of the reservation, especially for bookings with a foreign billing address or for a high-cost order. The hotel sets the payment deadline on the invoice.

If the deposit is not paid on time, the hotel can withdraw from the contract (including all promises of performance) immediately (without a reminder) and charge cancellation costs.

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4.2 Final invoice

The final invoice includes the agreed price plus any additional amounts that have arisen due to the hotel`s additional services for the guest and / or the accompanying persons.

The final invoice must be paid in cash or by accepted debit or credit card no later than the check-out on the day of departure in Swiss Francs.

Invoices that are sent by agreement must be paid within 10 days of the invoice date. The full billing address must be announced when making the final reservation. The guest is liable for any unpaid invoices from the individual participants.

The amount invoiced must be paid without deduction. No discounts or cash discounts are granted on the amount owed.

4.3 Dunning

No costs will be charged for the delivery of a first reminder. Each additional dunning level is subject to a processing fee of CHF 50 and any default interest of 5% p.A. offset.

4.4 Change of invoice

A change in the billing address after delivery of the invoice will be charged a processing fee of CHF 20 per invoice.

5. Options, offers

5.1 The acceptance periods

for offers from the hotel are specified in the respective offer. After that, the hotel is no longer bound to the offer.

5.2 Option data

are binding for both parties. After the option deadline / offer has expired, the hotel can dispose of the services offered without further notice.

5.3 Rooms

offered are always subject to change. An intermediate sale to other party is therefore possible at any time.

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6. Reservation, arrival and departure

6.1. A reservation

which takes place on the day of arrival itself is binding at the moment of acceptance by the hotel.

6.2. Arrivals

If the booked room category is not available on arrival for unforeseen reasons, the guest will be assigned a room of the next higher category.

6.3. If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must offer the guest an equivalent replacement in a nearby hotel of a comparable or higher category. Any additional expenses for the replacement accommodation will be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately reimburse services already rendered by the guest (e.g. down payments). The guest has no further claims.

6.4. Unless otherwise agreed, the guest has the right to use the rented rooms from 2 p.m. on the agreed day of arrival and until 10 a.m. on the day of departure.

6.5. If the guest leaves early, the hotel is entitled to invoice 100% of the total booked services.

6.6. The hotel room is reserved exclusively for the registered guest or guests. Surrendering the room to a third party or use by an additional person requires the hotel's approval.

6.7. The scope of services in the contract is determined by the guest's reservation, which is made individually and is confirmed.

6.8. The customer may only use the rooms for the agreed purpose.

7. Cancellation and rebooking

7.1. With a reservation of 1 to 4 hotel rooms, the cancellation is free of charge up to 24 hours before arrival. In case of later cancellations or NoShow (no arrival of the guest) the costs for the full stay will be charged.

7.2. If the booking guest registers additional guests, he is liable for the entire invoice amount resulting from the reservation.

7.3. Exceptions to these cancellation costs e.g. during trade fairs or data defined by the hotel can be found in the booking confirmation.

8. Group reservations definition

For the purposes of these terms and conditions, groups are considered to be a party with a minimum number of 5 booked rooms.

9. List of names

The final list of names of each member of the respective group must be communicated to the hotel up to 14 calendar days before arrival.

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10. Cancellation and rebooking

Cancellation is free of charge up to 121 days (calendar days) before arrival. In the event of a later cancellation, the following settlement applies:

120 to 61 days before the event	25% of the contractually agreed service
60 to 31 days before the event	50% of the contractually agreed service
30 to 15 days before the event	75% of the contractually agreed service
14 to 0 days before the event	100% of the contractually agreed service

Further instructions

11. Right of withdrawal

The hotel is entitled to withdraw from the contract at any time for a materially justifiable reason by immediate unilateral and written declaration with immediate effect. Factually justified reasons include:

- an agreed advance payment or security deposit will not be made during the period set by the hotel;
- Force majeure (according to Art. 119 OR) or other circumstances for which the hotel is not responsible, which objectively render the fulfillment of the contract impossible;
- Hotel or Event Rooms that are misleadingly or false booked, e.g. booked under false name or used for other than previously agreed purposes;
- the hotel has reasonable grounds to believe that the use of the agreed services 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 fruitless garnishment) or has stopped making payments;
- the purpose or the reason for the stay is illegal.

If the hotel withdraws for the aforementioned reasons, the guest is not entitled to compensation and the compensation for the services booked remains due.

12. Internet

The hotel provides guests with free internet access (WLAN). The guest is responsible for the use of the login data. He is liable for any misuse and illegal behavior when using the internet.

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13. Smoking

Smoking is not permitted in the entire hotel. In the event of an infringement, an amount of CHF 350 will be charged.

14. Liability

Personal items brought along are at the guest's risk in the rooms or on the hotel grounds. The hotel takes no responsibility for the guarding or storage. The hotel assumes no liability for the loss or damage to the items brought in, except in the event of negligence or intent from the hotel. The insurance is the responsibility of the guest. If valuables such as jewelry, cash or securities are not handed over to the hotel for safekeeping, the liability of the hotel is excluded within the scope of the legal possibilities.

The hotel disclaims liability towards the guest within the legal possibilities for slight and medium negligence and is only liable for damage caused intentionally or through gross negligence.

If faults or defects occur in the services of the hotel, the hotel will endeavor to remedy the situation upon immediate notification of the guest. If the guest fails to notify the hotel of a defect in good time, there is no entitlement to a reduction in the contractually agreed fee.

The guest is liable to the hotel for all damage and losses caused by him, his companions or auxiliary persons, without the hotel having to prove the guest to be at fault.

The guest is liable for the services and expenses incurred by the hotel towards third parties.

If a third party makes the booking for the guest, he is liable to the hotel as the customer together with the guest as a joint and several debtor for all obligations arising from the contract. Irrespective of this, each customer is obliged to forward all booking-relevant information, in particular these general terms and conditions, to the guest.

15. Dogs

Dogs may only be brought into the hotel with the prior consent of the hotel and for a special fee of CHF 50 per day. The guest who brings an animal to the hotel is obliged to properly keep and supervise this animal during his stay or to have it kept and supervised by suitable third parties at his own expense. The guest bears the cost of repairing damage or contamination caused by the animal.

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16. Lost property

Lost property will be forwarded if there is clear ownership and knowledge of the residential or business address. The guest bears the costs and the risk for subsequent delivery. Found items will we send only as registered letter or package with acknowledgment of receipt.

17. Media

Advertisements in media (such as newspapers, radio, television, Internet) using the company logo or photos require the prior written consent of the hotel.

Olten, 1. July 2020