

# General Terms and Conditions

These terms and conditions govern the contractual relationship between you and Al Giardinetto SA, Via Pini 11, 6710 Biasca below called Hotel Al Giardinetto (Via Pini 11, 6710 Biasca).

## 1. General provisions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of hotel rooms, as well as to all other related services and deliveries of the Hotel Al Giardinetto to its customers. All offers of the Hotel Al Giardinetto are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an expressly written agreement between the parties.

## 2. Reservations

### 2.1 Confirmation and conclusion of contract

A contract is concluded between the customer and the Hotel Al Giardinetto if

- a) an offer of the hotel has been reconfirmed in written form by the customer or
- b) an enquiry from the customer has been confirmed in written form by the hotel, or
- c) a booking has been made directly at the Hotel Al Giardinetto by telephone, e-mail, via the hotel's own homepage or another booking platform.

### 2.2 Modification of bookings

Changes to the content of the contract are only binding once they have been confirmed in written form by the hotel or the corresponding booking platform.

## 3. Booking via tour operators

For bookings made through a tour operator, the GTC of the respective tour operator apply.

## 4. Cancellation conditions

### 4.1 Individual reservations

#### 4.1.1. Best daily rate

A cancellation of the room reservation is possible up to 24 hours before arrival without any costs. In case of later cancellation or early departure, the agreed room rate will be charged for the first or following night of the originally planned stay.

#### 4.1.2 Non-refundable rate

This rate is not cancellable and not refundable and must be paid completely at the time of booking. The following

credit cards are valid as a guarantee for a room reservation: Visa, American Express, Mastercard.

### 4.2 Group reservations up to 24 rooms

Separate regulations apply, which we will gladly send you individually.

## 5. Unavailability

Should it not be possible for the Hotel Al Giardinetto to provide the customer with a room of the same value as reserved for unexpected reasons, the customer will be accommodated in a room of the next higher category. If no room is available at the Hotel Al Giardinetto, the Hotel Al Giardinetto will arrange for a substitute room of at least equal value at another hotel. Furthermore, the Hotel Al Giardinetto will cover the costs for the transportation including the luggage and a phone call so that the customer can announce his new address.

## 6. Costs in case of no-show

Reservations are normally considered definite when confirmed by Hotel Al Giardinetto. In case of a no-show, the customer will be charged 100 % of the first night.

## 7. Payment conditions

### 7.1 Best daily rate

Payment by credit card upon departure.

### 7.2 Non-refundable rate

Payment by credit card at the time of booking.

### 7.3 Invoices

If payment by invoice has been agreed, this is due within 30 days of the invoice date without deduction. The services invoiced shall be deemed to have been provided in full and in accordance with the regulations if the customer does not report any complaints within the payment period. Hotel Al Giardinetto reserves the right to request a deposit of 50 % of the agreed services.

For reservations with a foreign billing address or reservations from abroad, a deposit of 100 % of the reserved services may be claimed. Invoices cannot be sent abroad.

The deposit will be deducted from the total amount in the cases of clauses 4 f these GTC.

If the customer defaults on payment of the deposit, the hotel shall be entitled to withdraw from the contract in accordance with clause 8 of these Terms and Conditions. In the event of default, Hotel Al Giardinetto reserves the right to charge the costs of reminders,

address investigations and credit checks, including the fees of a lawyer. The customer agrees to the charging of these costs, even if they are not or only partially reimbursable in accordance with statutory provisions.

#### **8. Withdrawal by the Hotel Al Giardinetto**

The hotel is entitled to withdraw from the contract at any time for important reasons. Important reasons are official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances beyond the hotel's control or influence. In these cases, the hotel will assist in organizing suitable replacement capacity.

The Hotel Al Giardinetto may also withdraw from the contract under the following conditions:

- a) There is reasonable cause to believe that the bookers are endangering the smooth operation of the business, the safety or the reputation of the hotel or its guests.
- b) The hotel determines that reservations have been booked under misleading or false indication of material facts or of a purpose other than that communicated.
- c) Third parties who have been involved in the organization of the event by the hotel at the instigation of the organizer are completely or partially prevented from providing the service. The hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying this and shall inform the organizer without delay. The organizer cannot assert claims for damages against the Hotel Al Giardinetto in any of the cases.

#### **9. Liability / Duty of care / Conduct**

The hotel room is to be used by the customer with the utmost care. The customer or the company must pay for any damage to property that occurs. The Hotel Al Giardinetto rejects any liability for theft etc. and in relation to services of third parties.

##### **9.1 Theft**

The Hotel Al Giardinetto is not liable for theft or damage to objects brought in by the customer, his employees, auxiliary people, or event participants. This also applies to vehicles parked in the parking lots.

##### **9.2 Equipment**

In so far as the Hotel provides technical or other equipment for the customer or procures such equipment from third parties, it shall act on behalf of and for the account of the customer. The customer shall be liable for the careful handling as well as the return and shall indemnify the hotel against all claims of third parties arising from the provision.

#### **9.3 Further**

In all other respects, the Hotel shall only be liable for intent and gross negligence.

#### **10. Other terms & booking conditions**

Further terms and booking conditions may apply. The customer will receive additional details with the booking confirmation and / or via direct contact with the Hotel Al Giardinetto.

#### **11. Place of jurisdiction**

All agreements concluded with the Hotel Al Giardinetto under these GTC shall be governed exclusively by Swiss law. The place of jurisdiction is Biasca, the registered office of Al Giardinetto SA (the company operating Hotel Al Giardinetto).

#### **12. Addition**

Should any provisions of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. These shall be replaced by a permissible provision which corresponds as far as possible to the sense and purpose of the invalid provision.