

# **General Terms and Conditions (GTC)**

## **Hotel Engel Zofingen AG**

### **1. Scope**

These General Terms and Conditions (hereinafter “GTC”) apply to all contracts with Hotel Engel Zofingen AG (hereinafter together or individually referred to as “Hotel Engel”) concerning the rental of hotel rooms as well as all related services and deliveries of the hotel, in particular catering and accommodation.

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### **2. Reservation and Conclusion of Contract**

#### **2.1 Subject Matter of the Contract**

The contract for the rental of rooms, event spaces, areas, and other services and deliveries is concluded with written confirmation by Hotel Engel. In the case of online bookings, the electronic booking confirmation constitutes the conclusion of the contract.

#### **2.2 Option and Reservation Dates**

Option dates (e.g., in offers or order confirmations) are binding for both parties. After expiry of the option period, Hotel Engel is entitled to freely dispose of the reserved rooms, premises, or services without further notice.

Without written reconfirmation of the reservation or option, no binding booking is made, and there is no entitlement to the mentioned services.

#### **2.3 Services, Prices, and Payment Terms**

##### **2.3.1 Services**

Hotel Engel undertakes to provide the services ordered by the organizer and confirmed in writing.

##### **2.3.2 Prices and Currency**

All prices are quoted in Swiss francs (CHF) and include the statutory VAT. Any increase in VAT after the conclusion of the contract is borne by the booker. Price quotations in euros are non-binding and serve only as a guideline; they are converted at the current daily exchange rate. All published prices are subject to change and may be adjusted at any time. Binding are solely those prices confirmed in writing by the hotel.

##### **2.3.3 Invoicing, Payment Terms, and Payment Methods**

Invoices may be sent to company addresses within Switzerland only if a written declaration of cost coverage from the respective company has been provided. Dispatch can be electronic or postal.

For bank transfers, the booker bears all transaction fees. The total invoice amount is due within 30 days of the invoice date without deduction.

In case of default, the hotel reserves the right to charge default interest of 5% p.a. as

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well as any collection and enforcement costs.

Unless otherwise agreed, the invoice amount must be settled in full at the latest upon departure of the booker or guests – by credit card (Mastercard, VISA, American Express), debit card, Twint, or in cash.

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### **3. Conditions for Group Bookings**

Bookings of a minimum of 5 rooms are considered a group under these GTC. For groups, a collective invoice is issued, which may be handed over to the tour leader or responsible organization.

For groups of fewer than 5 rooms, regular individual prices apply; there is no entitlement to group rates. Group prices may be granted only by individual agreement and subject to availability and demand.

Group reservations must be confirmed in writing by the booker. The binding list of all participants as well as the desired room allocation must be provided to the hotel no later than 7 days before arrival.

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## **4. Cancellations**

### **4.1 General Cancellations of Hotel Rooms**

The following cancellation conditions apply to booking cancellations, no-shows, and early departures. Guests are strongly advised to take out cancellation insurance.

Cancellations of individual hotel room bookings (up to 4 rooms) must be received by the hotel no later than 2:00 p.m. local time on the day before arrival, preferably in writing. In case of later cancellation, no-show, or early departure, the full room rate for the first night will be charged for direct bookings. For all other booking channels, the respective confirmed conditions apply.

#### **4.1.1 Cancellations for Groups (from 5 rooms)**

For group bookings of 5 or more rooms, the following cancellation deadlines apply. The decisive date is when the written cancellation is received by the hotel:

Up to 10 rooms → up to 7 days before arrival

11 to 20 rooms → up to 14 days before arrival

From 21 rooms → up to 30 days before arrival

After these deadlines, up to 10% of the confirmed rooms may be canceled free of charge until 2:00 p.m. local time on the day before arrival.

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Later or additional cancellations will be charged at 100% of the confirmed services. The same applies to booking changes, no-shows, or early departures.

If stricter cancellation terms are stipulated in the booking confirmation, the provisions of the booking confirmation apply.

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## **5. Liability**

### **5.1 Damage, Losses, and Breakages**

The booker is liable for all damage, losses, or breakages caused by themselves, their employees, agents, event participants, or other third parties.

Hotel Engel assumes no liability for theft or damage to items brought in – regardless of who brought them. Insurance for such objects is the responsibility of the booker. The hotel may request proof of adequate insurance coverage at any time.

### **5.2 Conduct**

The booker is obliged to maintain peace and order and shall indemnify Hotel Engel in full against all civil or public law claims asserted in connection with the booking by authorities or third parties (e.g., guests, participants, employees, or contractual partners).

### **5.3 Damages / Smoking / Additional Cleaning**

Hotel Engel is liable only for direct damages caused by intentional or grossly negligent conduct. Liability for slight or ordinary negligence, as well as for indirect damages, in particular lost profits, is excluded. The hotel assumes no liability for services provided or mediated by third parties.

Smoking is prohibited throughout the hotel, in particular in the rooms. In case of violation, we reserve the right to charge a cleaning fee of CHF 100.–. This also explicitly applies to smoking out of the window.

For soiling that exceeds the usual level, the hotel reserves the right to charge the guest for the resulting additional cleaning or maintenance costs.

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## **6. Right of Withdrawal and Force Majeure**

If Hotel Engel is unable to provide the contractual services in whole or in part due to force majeure or other circumstances beyond its control, it is entitled to withdraw from the contract – in whole or in part – without compensation.

Force majeure within the meaning of these GTC includes in particular natural disasters (e.g., storms, floods, earthquakes), fire, war, terrorism, hostage-taking, riots, nuclear accidents, pandemics (e.g., Corona), strikes, as well as unforeseeable official orders or restrictions.

Hotel Engel is also entitled to withdraw without compensation if there is good reason to believe that the event could endanger the orderly business operation, security, or public reputation of the hotel. Any claims for damages by the hotel against the booker remain expressly reserved.

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## **7. Subletting / Rebookings / Replacement Rooms**

The hotel room is reserved exclusively for the registered guest. Transfer or subletting to third parties requires the prior written consent of the hotel.

If Hotel Engel cannot provide the booker with one or more booked rooms for justified reasons, the hotel undertakes to offer the booker an equivalent replacement room. If an equivalent room is not available, a room of another category or accommodation at the partner hotel Hotel Amadeo will be offered, if possible. Any additional costs and transfer will be covered by Hotel Engel.

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## **8. Final Provisions**

These General Terms and Conditions (GTC) form an integral part of the booking confirmation and govern the legal relationship between the guest or organizer and Hotel Engel Zofingen AG (Hotel Engel).

Exclusively Swiss law applies. Place of performance and exclusive place of jurisdiction for both parties is Zofingen (AG).

Deviating agreements or side arrangements are valid only if recorded in writing.

Zofingen, March 2025