



MONT CERVIN PALACE

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## General Terms and Conditions of Seiler Hotels

### 1. Basic provisions

These General Terms and Conditions (GTC) govern the legal relationship between the guest / customer, referred to hereinbelow as the "Guest", and Seiler Hotels Zermatt AG as the operator of the Hotel Mont Cervin Palace, referred to hereinbelow as the "Hotel". For simplicity's sake, the term "Contract" is always used in these GTC regardless of the particular service concerned.

The terms and conditions of the Hotel as valid on conclusion of the Contract shall be exclusively applicable. General terms and conditions stipulated by the Guest shall apply only if this is explicitly agreed in writing prior to signing the Contract.

Should individual provisions of these GTC be ineffective or invalid, the validity of the Contract and of the remaining provisions of the GTC shall not be affected thereby. The statutory provisions shall apply in addition.

### 2. Place of jurisdiction / applicable law

The place of jurisdiction for any disputes arising from this Contract shall be Visp in the Canton of Valais, unless any other mandatory place of jurisdiction is stipulated by law.

All contractual agreements and those regarding reservations, any supplementary agreements and general terms and conditions shall be governed solely by Swiss law. The place of performance and payment shall be the registered office of the Hotel.

### 3. Definitions

Groups: "Groups" for the purposes of these GTC are travel groups comprising a minimum of 10 booked rooms.

Written Confirmations: written confirmations are also deemed to include fax and email messages.

The Contracting Partners are the Guest and the Hotel.

### 4. Subject of Contract / scope of validity

The Contract for the rental of (bed)rooms, seminar rooms, other spaces and the purchase of other goods and services shall come into being on written confirmation by the Guest or the party concluding the Contract. A reservation made on the actual day of arrival shall be binding as soon as it is accepted by the Hotel.

Amendments to the Contract shall become binding on the Hotel only when they are reconfirmed (in writing). Unilateral amendments or additions to the Contract by the Guest shall be without effect. Subletting and re-letting of the rooms made available and their use for purposes other than accommodation shall require the prior written consent of the Hotel.

### 5. Scope of performance

The scope of performance under the Contract is determined on the basis of the Guest's reservation which is effected individually and is confirmed. Notwithstanding other contractual agreements, the Guest shall not be entitled to a specific room.

If no rooms are available in the Hotel even though a reservation has been confirmed, the Hotel must inform the Guest promptly and must offer an equivalent substitute in a hotel which is geographically close and is in a comparable or higher category. Any additional expense for the substitute accommodation shall be borne by the Hotel. If the Guest declines the substitute room, the Hotel must immediately reimburse any payments already made by the Guest (e.g. deposits/advance payments). No further claims on the part of the Guest shall exist if the substitute accommodation was equivalent.

### 6. Period of use

Without prejudice to other agreements, the Guest is entitled to use the rented rooms from 1500 hours on the agreed day of arrival until 1200 hours on the day of departure.

If vacation of the bedroom by the Guest is delayed by four hours or more (except in cases where the bedroom is occupied for a shorter period or where luggage merely has to be removed from the bedroom), the Hotel may bill 50% of the full accommodation price (list price) for use in excess of the contractually specified period. In this case, no justified contractual entitlements are created for the Guest to continue using the premises in the ordinary manner; this is without prejudice to the assertion of claims for compensatory damages. In case of delayed vacation of the room, the Hotel reserves the right to remove the Guest's belongings from the room and to keep them at a suitable location in the Hotel in return for a charge.

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## 7. Prices / obligation to pay

The prices notified by the Hotel are understood to be in Swiss francs (CHF) and they include statutory value added tax (VAT). The Guest is obliged to pay the Hotel's agreed or applicable prices in return for placing the bedroom at the Guest's disposal and for any additional services provided to the Guest. This shall also apply to orders placed by persons accompanying and visiting the Guest. Any increase in statutory taxes or similar dues after the Contract has been concluded shall be borne by the Guest. Prices indicated in foreign currencies are for guidance purposes only and shall be converted at the relevant rates on the day in question. The prices confirmed by the Hotel shall be valid in all cases.

Prices may be modified by the Hotel if the Guest subsequently effects changes to the number of rooms booked, the service to be provided by the Hotel or the duration of the Guests' stay. Depending on the agreement made or if the reservation total is CHF 10,000.00 or more, the Hotel may require a deposit of 50% of the total amount of the reservation. For confirmed reservations for groups or conferences, we request a 10% deposit and an additional 40% payable 12 weeks prior to arrival.

This deposit should be understood as a partial payment of the agreed remuneration. Instead of a deposit, the Hotel may also require an advance payment in the form of a credit card guarantee. An advance payment must be transferred within 7 days of receipt of the confirmation of reservation. If the reservation is made at shorter notice, the Hotel shall require a credit card guarantee for the entire amount of the reservation.

If the deposit or the credit card guarantee are not provided within the stipulated period, the Hotel may immediately (without any reminder or warning) withdraw from the Contract (including all promises of performance) and may demand the cancellation costs set out in clause 9 of these GTC. The Hotel is entitled to settlement or interim settlement for its services to the Guest at any time.

The final bill includes the agreed price plus any additional amounts incurred due to additional services provided by the Hotel for the Guest and/or the persons accompanying the Guest. Without prejudice to other agreements, the final bill must be paid at or before checkout on the day of departure, in cash in Swiss francs or by means of an acceptable credit card.

## 8. Withdrawal by the Hotel

For objectively justified reasons, the Hotel is entitled to withdraw from the Contract as an exceptional measure with immediate effect, by immediately issuing a unilateral declaration to this effect in writing; examples of valid objectively justified reasons include these cases:

- if an agreed advance payment or security deposit is not provided during the period stipulated by the Hotel;
  - force majeure or other circumstances for which the Hotel is not responsible, which objectively make it impossible to perform the Contract;
  - bedrooms or other rooms booked or used in the basis of misleading or false information, e.g. regarding the Guest's identity, the purpose of use or the purpose of the stay;
  - if the Hotel has justified cause to assume that the use of the agreed services could adversely affect the smooth operation of the business, the safety or other Hotel Guests or the Hotel's reputation;
  - if the Guest has become insolvent (bankruptcy or futile seizure/attachment) or if the Guest has discontinued his/her payments;
  - if the purpose of or reason for the stay is illegal.
- If the Hotel withdraws for the aforementioned reasons, the Guest shall not acquire any claim to compensatory damages, and compensation for the booked services shall basically remain due.

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## 9. Cancellation of the reservation / cancellation charges

### a) Cancellation

A cancellation of the reservation requires the Hotel's written consent. If such consent is not given, the agreed price must be paid even if the Guest does not make use of contractual services. If the Guest fails to appear ("no-show"), at least one night shall be billed.

The calculation of the cancellation charges is governed by the receipt at the Hotel of the written cancellation by the Guest. This applies to letters as well as to fax and email messages.

If the Guest withdraws from the Contract without an approved cancellation or if specific reserved services are re-booked or cancelled, the Hotel may bill the following cancellation charges.

### b) Cancellation charges:

#### Winter

##### Cancellation conditions for individual travellers

up to 14 days before arrival	0%
from 13 to 0 days before arrival	100% of the total amount.

##### Cancellation conditions over Christmas / New Year

up to 60 days before arrival	0%
from 59 to 0 days before arrival	100% of the total amount.

#### Summer

##### Cancellation conditions for individual travellers

up to 14 days before arrival	0%
from 13 to 0 days before arrival	100% of the total amount.

### c) Cancellation conditions for Groups/conferences

If a reservation is cancelled up to 12 weeks prior to arrival, no cancellation charges are incurred.

If up to 20% of the reserved rooms are cancelled between 12 and 8 weeks prior to arrival, no cancellation charges are incurred.

If the cancelled percentage is higher, we shall charge 50% of the overall package price.

If your reservation is cancelled 8 weeks or less prior to arrival, the total amount for each cancelled room will be charged.

Divergent deposits and cancellation charges may be agreed in writing.

### d) Minimisation of loss

In case of cancelled individual and Group reservations, the Hotel shall endeavour to place the unused services and facilities elsewhere. If the Hotel can provide the cancelled services to other third parties during the agreed period, the cancellation charge payable by the Guest shall be reduced by the amount which said third parties pay for the cancelled service.

### e) Guest(s) prevented from arriving

If the Guest is unable to arrive, or to arrive promptly, due to force majeure (floods, avalanches, earthquakes, etc.), he or she is not obliged to pay the agreed remuneration for the days missed. The Guest must provide proof that his or her arrival was impossible. However, the obligation to pay for the booked stay recommences as soon as arrival becomes possible again.

## 10. Early departure

If the Guest departs early, the Hotel is entitled to bill 100% of all the booked services. In case of an early departure, the Hotel shall endeavour to place the unused services elsewhere. If the Hotel is able to provide the unused services to other third parties in the agreed period, the amount of the Guest's bill shall be reduced by the amount which said third parties pay for the cancelled service.

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#### **11. Stay / keys / safety and security / internet / smoking**

The Hotel room is reserved solely for the registered Guest. (Written) approval from the Hotel is required in order to make the room available to a third party or for use by an additional person.

By entering into a Contract, the Guest acquires the right to customary use by all booked persons of the rented rooms and of those facilities of the Hotel which are usually accessible for Guests to use without special conditions, and to customary service. The Guest must exercise his or her rights in accordance with any guidelines for the Hotel and/or Guests (house rules) which may be in force.

The room card issued by the Hotel shall remain the property of the Hotel; it allows 24-hour access to the Hotel. Loss of the card/key must be reported to Reception immediately. Guests will be charged CHF 15.00 for a damaged card and CHF 15.00 for a lost card.

Guests must obtain their personal log-in data at Reception in order to access the internet. This service is free of charge to all Guests. Guests are responsible for the use of their log-in data. They are liable for improper use and illegal conduct during use of the internet.

Throughout the Hotel, smoking is permitted only in locations/rooms with signage to this effect.

#### **12. Extension of stay**

Notwithstanding other agreements, the Guest is not entitled to extend his or her stay. If the Guest is unable to leave the Hotel on the day of departure because all options for departure are blocked or unusable due to exceptional unforeseeable circumstances / force majeure (e.g. extreme snowfall, floods, etc.), the Contract shall automatically be extended for the period during which departure is impossible, and the existing conditions shall be applicable.

#### **13. Additional conditions for Groups**

Group tariffs are applied only if agreed in advance and confirmed in writing by the Hotel. The tariffs for individual travellers apply to a Group of less than 10 rooms.

The final number of persons in the Group (including the list of names) must be notified to the Hotel no later than 10 calendar days prior to the Group's arrival. The cancellation charges set out in clause 9 shall apply in case of cancellation of a Group reservation.

#### **14. Food and beverages**

All food and beverages must be obtained exclusively from the Hotel.

In special cases (special items, etc.) a divergent written agreement may be concluded. In such cases, the Hotel is entitled to require payment of a service charge or a corkage charge (see separate list).

#### **15. Handling of functions/events**

If the Hotel obtains technical and other equipment from third parties for the Guest at the latter's behest, the Hotel shall act for the account of the Guest.

The Guest shall be responsible for careful handling and proper return of the equipment. The Hotel shall be indemnified by the Guest in respect of all claims from third parties arising from the provision of such equipment.

Utilisation of the Guest's own electrical equipment and appliances with the use of the Hotel's electricity network shall require the Hotel's prior written consent. Faults or damage to the Hotel's technical installations occurring due to the use of such equipment and appliances shall be payable by the Guest unless the Hotel is itself responsible for such faults or damage. Costs of power incurred due to the use of electrical equipment and appliances may be recorded and charged by the Hotel on a flat-rate basis.

With the approval of the Hotel, the Guest is authorised to use his or her own telephone, fax and data transmission devices. The Hotel may impose connection charges for calls and equipment in this case (see separate list).

Faults on technical or other equipment provided by the Hotel shall be rectified as soon as possible once reported by the Guest. If the Hotel is not responsible for such faults, promises of performance shall not be reduced nor shall grounds for liability be established due to same.

The Guest must, at his or her own expense, obtain all official permits that may be required in order to stage the event. It is incumbent upon the Guest to comply with such permits and with all other public law regulations in connection with the event. Fines on account of a violation of permit conditions must be paid by the Guest.

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At his or her own responsibility, the Guest must complete all formalities and settle all accounts related to the presentation of music and other recorded sound with the responsible bodies (e.g. SUISA (the Cooperative Society of Music Authors and Publishers in Switzerland)).

## 16. Objects brought into the Hotel by Guests

Exhibits or other objects (including personal items) are present in the function rooms or on the Hotel premises at the Guest's risk. The Hotel shall not accept any obligation of surveillance or safekeeping. The Hotel shall not accept any liability for the loss or destruction of the objects brought into the Hotel, or for damage to same, except in cases of gross negligence or intent on the part of the Hotel. Insurance of objects brought into the Hotel is incumbent upon the Guest.

Decorative materials brought in by the Guest must comply with the regulations of the fire prevention authorities. The Hotel is authorised to require presentation of official proof in this regard. Setting up, positioning and fixing of objects must be agreed with the Hotel in advance on account of potential damage.

Exhibits or other objects brought into the Hotel must be removed immediately after the end of the event. If objects are left behind, the Hotel may have them removed and / or stored at the Guest's expense. If removal thereof entails unreasonably high expense or effort, the Hotel may leave the objects in the function room and charge the Guest the usual room rental for the period during which they remain there.

Packaging materials (cartons, crates, plastic, etc.) related to items delivered for the function by the Guest or third parties must be disposed of by the Guest. If the Guest leaves packaging materials behind in the Hotel, the Hotel is entitled to dispose of same at the Guest's expense.

## 17. Actions, usage and liability

### a) Hotel

The Hotel waives liability towards the Guest for minor and medium negligence insofar as legally possible, and shall be liable solely in case of loss or damage caused intentionally or by gross negligence. If the Hotel's services are subject to faults or disruptions, the Hotel shall endeavour to remedy same provided that they are reported immediately by the Guest. If the Guest fails to notify a fault to the Hotel promptly, there shall be no entitlement to a reduction of the contractually agreed remuneration. The Hotel shall be liable for Guests' property brought into the Hotel in accordance with the statutory provisions, i.e. up to a sum of CHF 1,000.00. The term "brought into the Hotel" is deemed to designate objects which the Guest keeps in his or her Hotel room and in the safe provided for this purpose. The Hotel shall not be liable for minor or medium negligence. If valuables (jewellery, etc.), cash or securities are not handed over to the Hotel for safekeeping, the Hotel's liability is waived insofar as legally possible. The Hotel generally recommends that money and valuables be kept in the safe at Reception. Unless any loss or damage is reported to the Hotel as soon as it is discovered, claims on the part of the Guest shall lapse.

The Hotel shall not be liable under any legal title for services which it has merely arranged for the Guest as an intermediary. The Hotel declines all liability for theft and damage to materials brought in by third parties.

### b) Guest

The Guest shall be liable to the Hotel for all damage and losses caused by himself or herself, by persons accompanying him or her, and by his or her agents/auxiliaries or participants in his or her event, and the Hotel shall not be obliged to prove that the Guest was at fault in such cases.

The Guest shall be responsible for the correct use and proper return of all technical aids / equipment made available to him or her by the Hotel or obtained on the latter's behalf through third parties, and shall be liable for damage and losses. The Guest shall be liable for services performed and expenditure laid out by the Hotel to third parties which are caused by the Guest.

### c) Third parties

If a third party makes the reservation for the Guest, that party shall, as the party placing the order, be liable to the Hotel in respect of all obligations arising from the Contract. Regardless of the foregoing, every party placing an order is obliged to pass on all information relevant to the reservation to the Guest, including these General Terms and Conditions in particular.

## 18. Dogs

Guests may bring dogs into the Hotel with them only with the Hotel's prior consent and in return for payment of a special charge. A Guest who brings an animal into the Hotel with him/her is obliged to look after or supervise the animal properly during his/her stay, or to have the animal looked after or supervised by a suitable third party at the Guest's expense.

No animals are allowed in the Hotel's public rooms and areas, the restaurant, the function rooms or in the wellness area.





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## 19. Lost property

Lost property is forwarded provided that ownership of the property is clear and that the residential/business address is known. The costs and risk of forwarding such property shall be borne by the Guest.

If ownership cannot be determined, the items will be handed over to the local lost and found office after a 3-month holding period.

## 20. Additional provisions

If the Guest wishes to have services that are not provided by the Hotel itself, the Hotel shall merely act as an intermediary. The statutory limitation periods shall be applicable. If such periods can be modified, an absolute limitation period of six months after departure shall apply to claims for compensatory damages on the part of the Guest.

Advertisements in the media (e.g. newspapers, radio, television, the internet) referring to events in the Hotel, with or without use of the unmodified corporate logo, require the Hotel's prior written consent.

The appropriate authorities shall be notified of any defamatory or slanderous comments posted on rating sites (such as TripAdvisor) regarding services provided by the Hotel, if they are demonstrably false and disproven by the Hotel. The Hotel reserves the right to claim damages and reparation.

## 21. Means of payment accepted

Cash payments, Maestro, Postcard, Visa, Mastercard/Eurocard, American Express or Diners Club. Please note that no personal cheques can be accepted; we ask for your understanding in this matter. Bank transfers before arrival to:

UBS AG, Bahnhofstrasse, CH-3920 Zermatt  
Account number: I3-121000.0/263  
SWIFT code: UBSW CH ZH 80A  
IBAN code: CH73 0026 3263 I312 1000 0  
Beneficiary: Seiler Hotels Zermatt AG  
Mont Cervin Palace, Zermatt  
Bahnhofstrasse 31, CH - 3920 Zermatt

## 22. Surcharges

### Supplement for half board

CHF 85.00 per day and adult

CHF 57.00 per day and child aged 15 or less

### Extra bed

CHF 160.00 to 200.00 per day (depending on the season)

No charge for children aged 0-6

### Child's room / single occupancy

20% on the bedroom/breakfast price

### Dogs

CHF 40.00 per day (excluding food)

### Garage (in Welcome Parking, Täsch)

CHF 15.00 per day (in summer)

CHF 18.00 per day (in winter)

### Visitor's tax (exclusive)

CHF 3.00 per adult/night

CHF 1.50 per child/night (aged 7-15)

Free for children aged 0-6

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### **23. Information on credit cards**

Credit card data are treated as confidential. No charges are debited in advance unless stated otherwise in the reservation conditions. The credit card is used merely to guarantee the booking. The Hotel reserves the right to carry out a credit card authorisation prior to arrival.

If Guests do not arrive or a cancellation is made, any due amount (see the "Conditions of cancellation") will be charged. By accepting the GTC in the confirmation, you permit us to charge such amount to the credit card you have indicated.

We recommend you to take out cancellation insurance for eventualities such as accidents, sickness, delayed arrival or early departure.

### **24. Advance payment (Christmas/New Year), individual travellers**

In case of a confirmed reservation, a non-refundable advance payment of 50% of the total amount is required to guarantee your reservation. The remainder is payable 2 months prior to arrival.

### **25. Advance payment (winter), individual travellers**

In case of a confirmed reservation, a deposit of 30% of the total amount is required to guarantee your reservation. This advance is payable 2 months prior to arrival.

### **26. Dress code**

Every Friday, we offer a gala buffet in "Le Restaurant", our main restaurant. We therefore request you to comply with the following dress code every Friday: jacket for gentlemen (a tie is not compulsory) and elegant evening wear for ladies. Many thanks for your understanding.

### **27. Prices and guarantee of best price**

The prices on our website are highly competitive.

We want you to pay the lowest possible-price for your stay. If you find your accommodation on the internet with the same reservation conditions at a lower price at the time you make your reservation, we shall adjust our price to the lower price. The currency calculator is provided solely for information purposes and cannot therefore be regarded as accurate and valid. Current prices may vary.

### **28. Privacy policy**

We know that you have an interest in protecting your personal data, and this is why Seiler Hotels Zermatt guarantee that data made available to us will be used only for the purpose designated by you.

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