



# GENERAL TERMS AND CONDITIONS (GTC)

The following terms and conditions govern the contractual relationship between the client and stay flex AG, Kirchweg 9, 5415 Nussbaumen.

## 1. Scope of Application

These General Terms and Conditions apply exclusively to legal transactions between stay flex AG (hereinafter referred to as stay flex Hotel) and the client (also referred to as customer or guest) within the scope of providing hotel and catering services. The terms and conditions of stay flex Hotel shall apply exclusively. Terms and conditions of the client shall not become part of the contract even if they have not been expressly objected to. The provisions of the Swiss Code of Obligations shall apply to the formation of the contract.

## 2. Reservations

A contract is formed between the client and stay flex Hotel when:

- a) an offer from stay flex Hotel has been reconfirmed in writing by the client
- b) an inquiry from the client has been confirmed in writing by stay flex Hotel
- c) a booking has been made via the homepage or another booking platform

Amendments to the content of the contract are only binding once they have been confirmed in writing by stay flex Hotel.

### 2.1. Offers

The acceptance period for offers from stay flex Hotel is 7 days, unless a different period has been agreed upon.

After this period, stay flex Hotel is no longer bound by the offer.

stay flex Hotel reserves the right to withdraw from an offer before the expiry of the acceptance period for important reasons.

### 2.2. Options

Options are binding for both parties during the agreed option period. After the option period has expired, stay flex Hotel reserves the right to dispose of the reserved dates and services.

## 3. Changes in the Number of Participants and Event Time

The client is obliged to inform stay flex Hotel of any changes in the number of participants as early as possible.

stay flex Hotel generally endeavors to allocate unutilized reservations to other parties under the same conditions.

If this is successful, no costs will be charged to the client. The exact number of participants must be communicated to the hotel no later than 48 hours before the event.

stay flex Hotel reserves the right to charge the full costs if there are fewer participants than originally reported.

## 4. Cancellation Conditions

Cancellations must be communicated to stay flex Hotel as early as possible and in writing.

Unless a special agreement has been made between stay flex Hotel and the client, bookings can be cancelled free of charge up to 48 hours prior to arrival.

In the event of a later cancellation, modification, or early departure, 100% of the booked stay will be invoiced.

A booking with the fixed-booker rate (also called "non-refundable rate") is non-refundable and must be paid in full directly at the time of booking.

### 4.1. Non-Arrival

In the event of non-arrival (also called "no-show") on the day of arrival by 18:00 (6:00 PM), stay flex Hotel reserves the right to reassign the room, unless a later arrival has been communicated.

The costs for the booking of the entire stay will be charged at 100%.

In order to guarantee the room booking made, the client's credit card details including the expiration date are required.

If no credit card can be provided, the amount for the entire stay must be settled on the day of arrival.

## 5. Arrival and Departure

Room occupancy is possible on the day of arrival from 15:00 to 22:00 (3:00 PM to 10:00 PM). In the event of a later arrival, the client is obliged to notify stay flex Hotel of the arrival time at least 24 hours prior to arrival. On the day of departure, the room is available until 11:00 AM. There is no entitlement to a specific room.

## 6. Payment terms

stay flex Hotel reserves the right to obtain an authorization over the entire stay as a guarantee. No booking is made, merely a reservation. For bookings of up to 10 hotel rooms, payment is due on the day of arrival at the latest. For bookings of more than 10 rooms, stay flex Hotel reserves the right to demand a down payment of 80% of the booked stay.

## 7. Methods of payment

Mastercard, Visa, Maestro, and American Express are accepted credit cards. If payment by invoice has been agreed, it is due within 10 days from the invoice date without any deduction. stay flex Hotel reserves the right to request a down payment of 50% of the agreed services. For reservations with a foreign billing address or reservations from abroad, a down payment of 100% of the reserved services may be claimed. If the client falls into arrears with the payment of the deposit, the hotel is entitled to withdraw from the contract. The down payment will be offset against the costs in these cases. stay flex Hotel reserves the right, in the event of default, to levy the costs for reminders, address searches, and credit checks, including the fees of a lawyer, as well as statutory default interest at the rate of 5%. The client declares their consent to the calculation of these costs, even if they are not or only partially reimbursable under statutory provisions. WIR is not accepted as a means of payment.



## **8. Additional Services**

### **8.1. Children's and Extra Beds:**

stay flex Hotel does not have any extra beds. No extra charge will be applied for children up to 6 years of age in the parents' room (in one of the existing beds). Children from 6 to 12 years of age will be charged CHF 35.- per night. Older children and adults will be charged as an additional person at CHF 50.- per night. stay flex Hotel does not have any extra beds or baby cots. No extra charge will be applied for children up to 6 years of age in the parents' room (in one of the existing beds). Older children and adults will be charged as an additional person at CHF 50.- per night.

### **8.2. Pets**

Pets are not allowed in stay flex Hotel. stay flex Hotel reserves the right, in the event of a brought animal, to charge the client for cleaning and damage.

### **8.3. Parking Spaces:**

stay flex Hotel has its own fee-based parking spaces around the building. These are only available during the stay at the Restaurant Neuhaus and/or stay flex Hotel. Outside of this time, stay flex Hotel may charge a flat parking fee of CHF 50.-

## **9. Theft and liability**

stay flex Hotel assumes no liability for administrative compensation or disciplinary fines, as well as damage or theft to the vehicle. All facilities of stay flex Hotel as well as the utensils provided are to be treated with care. stay flex Hotel declines any liability for potential theft and damage of objects, clothes, or materials brought along, as well as the cloakroom and in the safe. The client is liable to stay flex Hotel for any damage and missing items / losses caused by them or auxiliary persons. Proof of fault is not required. stay flex Hotel may require the client to provide proof of appropriate securities (e.g., insurance, deposits, guarantees).

All claims against the hotel expire within 6 months after the end of the contract, unless mandatory statutory provisions provide for longer periods.

## **10. Found items**

Found items will only be forwarded upon request, risk, and expense of the guest. The items will be disposed of after the expiry of 60 days after departure.

## **11. Smoking Ban and Fire Protection**

Based on the Swiss Federal Act of December 13, 2007 on Protection against Passive Smoking, smoking is not permitted within the entire building. stay flex Hotel reserves the right to charge a fee of CHF 200.- for ignoring the strict smoking ban in the rooms.

In the event of an erroneous or abusive alarm to the fire department or police, a fee of at least CHF 1,000.- plus deployment costs of the fire department or police will be passed on to the perpetrator.

If an attempt is made to willfully put the fire detectors out of operation, this will be charged with a penalty fee of at least CHF 1,000.- per room.

Furthermore, all other consequential costs resulting therefrom will be charged to the perpetrator.

## **12. Locking System**

The hotel is equipped with an electronic key card system. In the event of a loss of the key card, stay flex Hotel reserves the right to levy a fee of CHF 20.- per key card.

## **13. Withdrawal by stay flex Hotel**

stay flex Hotel is entitled to withdraw from the contract at any time for important reasons.

Important reasons include, in particular, official orders and prohibitions, safety aspects, and cases of force majeure, as well as other circumstances beyond the control or influence of stay flex Hotel.

stay flex Hotel may further withdraw from the contract under the following conditions:

- a) stay flex Hotel determines that the client has booked under misleading or false statements of material facts or for a purpose other than the communicated purpose.
- b) Third parties, who were involved in the organization of the event by the hotel at the instigation of the client, are completely or partially prevented from providing the service.

## **14. Third-Party Services**

stay flex Hotel assists in the procurement of materials and services (e.g., technology, decoration) by third parties. The costs of procurement, as well as the care, liability, and proper return, shall be borne by the client.

## **15. Food & Beverage**

All food and beverages must generally be sourced from stay flex Hotel.

## **16. Statute of Limitations**

All claims against stay flex Hotel generally expire 6 months after departure, unless mandatory statutory provisions provide for longer periods.

## **17. Currencies**

Prices result from the conclusion of the contract (confirmation) in Swiss Francs (CHF). Unless otherwise agreed, prices are exclusive of tourist taxes, inclusive of service and Swiss value added tax (VAT). All prices and services are stated and settled in Swiss Francs. Conversion into Euros is calculated at the daily rate specified by stay flex Hotel. This may deviate from the current bank rate.

## **18. Place of Jurisdiction**

Obersiggenthal, AG (Switzerland) shall apply as the exclusive place of jurisdiction. Swiss law is applicable.

## **19. Intellectual Property**

The content and texts of these General Terms and Conditions (GTC) as well as all other documents, images, graphics, concepts, and other materials created or provided by stay flex AG are subject to the protection of copyright and are considered the intellectual property of LUMEGA AG in Nussbaumen AG. Any reproduction, distribution, processing, publication, or other use, in whatever form, is not permitted without the prior express written consent of LUMEGA AG.



## **20. Closing Provisions**

Amendments or supplements to the contract, of additional agreements, require the written form. Unilateral changes by the client are ineffective.

The place of performance and payment is stay flex Hotel.