



GSTAAD PALACE
SWITZERLAND

GENERAL TERMS AND CONDITIONS OF SALE HOTEL GSTAAD PALACE

Article 1 – Scope and validity

1.1 Scope

These Terms and Conditions (T&Cs) of the Gstaad Palace Hotel of the Royal Hotel, Winter & Gstaad Palace AG (hereinafter referred to as “the hotel operator”) govern the entry into, content and fulfilment of contracts entered into between the hotel operator and its clients. These T&Cs are binding on all offers, reservations and contracts concluded, and form an integral part of every contract. Should these T&Cs conflict with any terms and conditions of a client, the present T&Cs shall take precedent. Any provisions of the client to the contrary are not valid unless they have been expressly confirmed in writing by the hotel operator. The offers and General Terms and Conditions are valid on the day they are consulted. They are regularly updated; however, all confirmed reservations will be honoured in accordance with the terms and conditions initially specified.

1.2 Validity

By signing the contract/reservation confirmation or agreeing to the reservation, the client accepts the T&Cs.

Article 2 – Reservation

2.1 Option

The information regarding the options is binding on both contracting parties. After expiration of the option date, the hotel operator may make use of the provisionally reserved rooms, as long as no agreement between the parties exists.

2.2 Reservation conditions

2.2.1 Individual clients

All reservations or purchases recorded in the electronic reservations system are deemed final and binding on the client. The offer is deemed accepted once the client agrees to it in writing or, in the case of a telephone booking, if the hotel operator’s confirmation is not rejected immediately. The contract is binding on the client if the hotel operator has confirmed acceptance of the offer to the client either in writing, by email or by telephone with due recording of credit card details. Reservations must be guaranteed using a credit card number and become legally binding on the hotel operator only upon receipt of the deposit or credit card guarantee.

If the client wishes to make any changes after confirmation by the hotel operator, such changes must be agreed in writing by the parties.

2.2.2 Groups

The client is responsible for informing the hotel operator of the firm and final number of travellers in the group as early as possible but no later than 10 days before the group’s arrival.

2.3 Minimum stays

For stays including a Friday and/or Saturday evening, the hotel operator reserves the right to require a minimum stay of its clients, which will depend on the period in question (high or low season).





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Article 3 – Stay

3.1 Times of arrival and departure

The room will be made available to the client from 3 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure. Late check-out is possible upon request.

3.2 Services and amenities

Services and prices are in each case published in the hotel and/or on the internet.

3.3 Parking

Outdoor parking is available to our clients free of charge. Indoor parking costs CHF 25 per day per car. Please note that the hotel operator cannot be held responsible for any damage caused to vehicles in the outdoor parking area or in the garage.

3.4 Pets

Pets are welcome at the Gstaad Palace. However, they are not permitted in the hotel's five restaurants and two bars or in the Palace Spa. An amount of CHF 60 per animal and night (food included) will be invoiced to the owner. The hotel operator reserves the right to invoice the client for any damage the pet may cause.

3.5 Palace Spa

The Palace Spa team will be happy to help you choose one or more treatments or book an appointment. Prior booking is required for all spa treatments. Direct booking by telephone at +41 33 748 58 90 or by e-mail to spa@palace.ch.

3.6 Dress code

We kindly ask you to take note of our dress code: From 7 p.m. men are asked to wear a jacket in Le Grill and Veranda section of Le Grand Restaurant. Ripped jeans, t-shirts, caps and baseball caps are also not permitted in the restaurants and bars in the evening.

Article 4 – Rates and methods of payment

The contract price is the price established at the time of reservation. The prices are in Swiss Francs (CHF) (including value-added tax, VAT) and include half board, service and taxes. Drinks are not included in half board.

4.1 Individual clients

We accept the following methods of payment: cash, American Express, Mastercard, Visa, Union Pay and Maestro. Cheques are not accepted. Please find our bank details below:

Royal Hotel, Winter & Gstaad Palace AG
Bank Berner Kantonalbank, 3780 Gstaad
IBAN CH46 0079 0016 7557 7116 6
SWIFT KBBE CH 22
Clearing 79030
VAT no.: CHE-101.473.212 MWST





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4.2 Groups

An initial security deposit (non-refundable and dependent on the number of rooms reserved) must be made within 10 days after return of the signed contract.

A second deposit of 40 percent of the total pro forma invoice amount must be made 4 months before arrival.

A final deposit of 40 percent of the total pro forma invoice amount must be made 2 months before arrival. The final invoice will be sent to you by post after your departure and will be payable within 15 days of receipt.

If we have not received the deposits within the stipulated deadlines, the reservations of rooms and conference rooms may be cancelled without prior notice, and the guarantee payments already received may be retained as compensation.

4.3 Terms of payment

If no deposit is required by the hotel operator, the entire invoice amount is due at the latest at the time of the client's departure, by credit card (Mastercard, VISA, American Express, Diners Club, JCB), debit card (EC/Maestro, Postcard) or in cash. With payment upon receipt of invoice, the payment period is 30 days.

Once the payment deadline expires, the liable party is automatically in default. If, as a result of continuing default in payment, the liable party has to be sent a reminder, a reminder fee of CHF 50 is charged for a second reminder, and an additional reminder fee of CHF 100 for a third reminder.

After the third reminder, the hotel operator may assign the outstanding invoice amount to a debt collection company. The debt collection company will claim the amount owed in its own name and for its own account. Additional processing fees may be applicable.

Article 5 – Cancellation conditions

5.1 Cancellation for individual clients

The without-charge cancellation and/or modification dates are specified on the reservation confirmation. In the event of no-show, late cancellation, modification to a reservation or early departure which is notified after the dates mentioned on the confirmation, the hotel operator reserves the right to charge the client for up to three nights for the inconvenience, depending on the length of the stay. In the event of any financial loss for the Gstaad Palace caused by non-compliance with the conditions of stay (late cancellation, no-show, late arrival, early departure), the guest shall be liable for the loss incurred.

In the case of cancellation, the cancellation fee will be debited from the credit card given as a guarantee.

5.2 Cancellation for groups

Up to 4 months before the arrival of the group, 20 percent of the rooms reserved per day may be cancelled without penalty. The remaining rooms will be subject to a cancellation fee equivalent to 50 percent of the total cost of accommodation, unless they can be re-rented.

Up to 3 months before the arrival of the group, 15 percent of the rooms reserved per day may be cancelled without penalty. The remaining rooms will be subject to a cancellation fee equivalent to 75 percent of the total cost of accommodation, unless they can be re-rented.

Up to 1 month before the arrival of the group, 10 percent of the rooms reserved per day may be cancelled without penalty. The remaining rooms will be subject to a cancellation fee equivalent to 100 percent of the total cost of accommodation, unless they can be re-rented.

Up to 3 days before the arrival of the group, 1 room per day may be cancelled without penalty. The remaining rooms will be subject to a cancellation fee equivalent to 100 percent of the total cost of accommodation as well as all the F&B operations and other services organised by the hotel.





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5.3 Cancellation for Food & Beverage

5.3.1 Number of participants

The number of participants must be communicated to the Gstaad Palace at least 10 days prior to the beginning of the event for ordering and invoicing purposes. A 20% deviation is permitted until 6 days prior to the beginning of the event, an additional 5% deviation is admitted until 2 days prior to the event. The number communicated at that time will be invoiced as the confirmed minimum number of participants.

5.3.2 Cancellation fees

In case of a cancellation of the event, a cancellation fee will be charged as follows:

- until 30 days prior to the event	no cancellation fee
- between 29 and 10 days prior to the event	20% of the estimated total cost
- between 9 and 3 days prior to the event	50% of the estimated total cost
- 2 days and fewer prior to the event	100% of the estimated total cost

5.4 Cancellation clause

The reservation contract can be cancelled as of right by the hotel operator, without giving rise to payment of damages to the client, in cases of force majeure or if the hotel becomes inoperable in accordance with commonly accepted hotel industry standards, due to a cause not attributable to the hotel operator, in particular in cases of late opening or non-opening (natural disasters, road closures), as well as in the case of non-payment by the client.

Article 6 – Responsibilities

6.1 The hotel operator's responsibilities

The hotel operator refuses to accept any liability for theft or damage to property brought in by clients, event participants or third parties. Insurance of exhibits and other items brought in by clients, event participants or third parties is the client's responsibility.

The hotel operator is liable only for deliberate or grossly negligent contractual or non-contractual damage, and only for direct damage. Any further liability (particularly for minor or medium negligence or for indirect damage such as, in particular, loss of profit) shall be ruled out.

6.2 The client's responsibilities

The client is solely responsible for any and all destruction, damage or harm caused by either the client or a person under the client's responsibility, and must consequently reimburse the repair and replacement costs. The client is obliged to keep peace and order. They shall undertake to indemnify the hotel operator in full against all claims under civil or public law that are made against the hotel operator by authorities or third parties (including event participants, guests or the client's employees and contractors) as a result of their event, or else pay for any corresponding losses in their entirety.



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Article 7 – Data protection

The right to privacy is important to us. Royal Hotel, Winter & Gstaad Palace AG shall use your information to provide you with the required services and for its own marketing purposes. The personal data provided to us by you shall be used solely for our purposes and shall not be sold, leased, exchanged or made available in any other form to third parties apart from Royal Hotel, Winter & Gstaad Palace AG. We undertake to treat your data in accordance with the Swiss Data Protection Act (FADP).

As part of the online reservation process, your personal data are relayed abroad, where they are stored and processed. Personal data may be stored, relayed and processed abroad in accordance with Swiss data protection legislation.

The hotel operator would like to point out that data transmission via the internet (e.g. through email communication) may involve security gaps. In this context, we cannot guarantee absolute protection of your personal data against third-party access. Responsibility for data transmission via the internet lies with the client.

The client has the right at all times to receive information free of charge on the personal data stored about them, the origin and recipients thereof and the purpose of the data processing, as well as a right to correction, blocking or deletion of these data, provided storage thereof is not required by law. The client may address the hotel operator regarding this and other questions on the subject of personal data.

Article 8 – Applicable law

Subject to mandatory statutory requirements, the legal relationship between the hotel operator and the client is governed by Swiss law, with the exclusion of Swiss private international law. Subject to mandatory statutory requirements, the sole place of jurisdiction is Saanen, Canton of Bern (Switzerland).

November 2016