



## **Berghuus Radons – General Terms and Conditions**

Status 23rd March 2024, original and legally valid is the German version.

The Berghuus Radons Gastro AG offers vacations, experiences and moments of pleasure for their customers. It does this with a high standard of quality and friendliness. The stay at Berghuus Radons Gastro AG should be unique and exceed the expectations for all guests.

These General Terms and Conditions (GTC) apply to all offers and contracts drawn up by Berghuus Radons Gastro AG, as well as to the services offered. By confirming the offers and making use of the services, these are deemed to be accepted.

### **1. Conclusion of contract**

A contract is concluded with the acceptance of the telephone, electronic or personal booking, as well as the written confirmation of the customer or that of Berghuus Radons Gastro AG. Communications by e-mail are deemed to have been made in writing and are binding.

### **2. Offers and planning**

An initial general offer will be made to the customer free of charge. If the customer requests a detailed offer and a contract is not subsequently concluded, Berghuus Radons Gastro AG is entitled to demand compensations for its efforts in connection with the preparation of further offers in accordance with the time and expenses incurred.

If a rehearsal dinner is held as part of the of the event planning, this will be charged to the customer.

Work carried out at short notice and at the discretion of Berghuus Radons Gastro AG to ensure safety (e.g. technology, transportation, infrastructure, etc.) will be invoiced to the customer.

#### **2.1 Prices**

The prices (Swiss francs, CHF) result from the conclusion of the contract (confirmation of the reservation or event documents) and include the statutory value added tax.

Depending on the scope of the booking or in the case of services from third-party providers, the customer has to make an advance payment or provide a credit card as a guarantee.

If a deposit is agreed, this must be paid within the agreed period, otherwise Berghuus Radons Gastro AG may freely dispose of the rooms and restaurant premises.

Unless otherwise agreed, the invoice must be settled by the guest on departure at the latest.

Hotel invoices without a due date are payable in full within 30 days of the invoice date. Berghuus Radons Gastro AG is entitled to invoice accrued receivables at any time and to demand immediate payment. In the event of late payment, Berghuus Radons Gastro AG is entitled to charge the applicable statutory default interest of 5% of the invoice amount, as well as any debt enforcement and collection costs.



## 2.2 Price changes

Berghuus Radons Gastro AG may change the advertised prices in the following cases:

- newly introduced or increased government levies (e.g. VAT, visitor's tax, etc.)
- changes in exchange rates (converted according to the daily exchange rate of Berghuus Radons Gastro AG)
- - clearly explainable printing errors

## 3. Rebooking and cancellation conditions

Berghuus Radons Gastro AG is entitled to cancellation compensation in accordance with OR 97ff and 264. Cancellations and rebookings are only valid if they are made in writing. The following conditions apply to the rebooking or cancellation of bookings as well as in case of unannounced no-appearance (no-shows) and early departures. The following costs are incurred:

### 3.1 Hotel bookings for private individuals (3 or fewer rooms)

- Changes to bookings and cancellations up to 7 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from the 6th to the 0th day before arrival: 100% of the accommodation costs.
- Rebooking from the 6th to the 0th day before arrival: processing fee of CHF 100.00/room.

### 3.2 Hotelbookings Group bookings (4 or more rooms)

- Changes to bookings and cancellations up to 60 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from 59 to 30 days before arrival: 50% of the booked accommodation costs.
- Cancellations from the 29th to the 0th day before arrival: 100% of the booked accommodation costs.
- Rebooking from the 59th to the 30th day before arrival: processing fee of CHF 100.00/room.
- - Rebooking from the 29th to the 0th day before arrival: processing fee of CHF 200.00/room.

### 3.3 Event bookings

- Changes to bookings and cancellations up to 60 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from 59 to 30 days before arrival: 50% of the booked services.
- Cancellations from 29 to 0 days before arrival: 100% of the booked services.
- Rebooking from the 59th to 30th day before arrival: processing fee of CHF 50.00/room and CHF 50.00/person.
- Rebooking from the 29th to the 0th day before arrival: processing fee of CHF 200.00/room and CHF 50.00/person.

A **rebooking** is only possible once per reservation.

The higher room rate applies to rebookings. If the daily rate for the new date is higher, the customer will also be charged the difference.



Extraordinary conditions apply during the high season. Bookings on or during these days are considered high season bookings:

- December 20 – January 02
- February 01 – February 02
- July 01 – August 30

### **3.4 Hotelbookings for private individuals (3 or fewer rooms)**

- Changes to bookings and cancellations up to 7 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from the 6th to the 0th day before arrival: 100% of the accommodation costs.
- Rebooking from the 6th to the 0th day before arrival: processing fee of CHF 200.00/room.

### **3.5 Hotelbookings Group bookings (4 or more rooms)**

- Changes to bookings and cancellations up to 60 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from 59 to 0 days before arrival: 100% of the booked accommodation costs.
- Rebooking from the 59th to the 0th day before arrival: processing fee of CHF 200.00/room.

### **3.6 Event bookings**

- Changes to bookings and cancellations up to 60 days before arrival: free rebooking to another date (depending on availability) or cancellation free of charge.
- Cancellations from 59 to 0 days before arrival: 100% of the booked services.
- Rebooking from 59 to 0 days before arrival: processing fee of CHF 200.00/room and CHF 50.00/person.

The menu price and the accommodation costs multiplied by the number of guests stated in the reservation confirmation are deemed to be services. If no menu has been specified, this will be charged at CHF 100 per guest.

If the reservation is canceled free of charge, the deposit already paid will be refunded as a voucher.

### **3.7 Cancellation of activities**

Cancellations of massages, tours or other activities must reach Berghuus Radons Gastro AG at least 72 hours before the appointment. Cancellations within 72 hours of the appointment will be charged in full.

### **3.8 Cancellation date and insurance**

The date on which the written declaration is received by Berghuus Radons Gastro AG is decisive for calculating the cancellation date. In cases of hardship, the cancellation costs will be covered by a cancellation insurance policy, provided the guest has one. Berghuus Radons Gastro AG does not offer insurance.



### **3.9 Providing a substitute**

If the booked service or individual booking cannot be taken up, Berghuus Radons Gastro AG will accept a replacement person who must take over the existing booking under the same conditions. The replacement person must be notified to Berghuus Radons Gastro AG in good time (before arrival). The original guest remains the contractual partner and is liable to Berghuus Radons Gastro AG.

### **4. Disruptions and operating restrictions**

Disturbances such as noise and/or operating restrictions do not entitle the guest to any compensation or refund.

In the event of guest misconduct, Berghuus Radons Gastro AG reserves the right to ask guests to leave early without compensation or reimbursement of accommodation costs, even if these have not yet been paid.

### **5. Room conditions**

The guest must use and treat the hotel room with the utmost care. The guest is liable for any damage unless he can prove that it was caused through no fault of his own (or that of other users). Damage must be reported immediately to Berghuus Radons Gastro AG.

The hotel rooms are ready for occupancy from 4 p.m. and are at the guest's disposal until 11 a.m. on the day of departure. In the event of early arrival or late departure, the room can be occupied earlier or vacated later (for an additional charge) by prior arrangement with the hotel. If the room is occupied by the guest for longer without prior agreement, the hotel may charge 50% of the listed room rate until 6.00 p.m. and 100% from 6.00 p.m. onwards.

Only dogs are allowed as pets in the Berghuus Radons. They must be kept on a lead in public areas. In the restaurant, dogs are only allowed with advance notice and under the table. Dogs are not allowed to sit or lie on the furniture (sofas, beds, etc.). Berghuus Gastro AG may charge a cleaning fee of up to CHF 200.00 in the event of increased dirt accumulation in the room.

### **6. Conditions of liability**

Berghuus Radons Gastro AG is liable for the property brought in by guests and for the services provided in accordance with the statutory provisions. Liability for slight negligence is expressly excluded.

Berghuus Radons Gastro AG accepts no liability for services provided by subcontractors within the hotel. Claims must be made in writing to Berghuus Radons Gastro AG immediately, at the latest 7 days after departure; otherwise, the claims are deemed to have been forfeited.

Berghuus Radons Gastro AG further rejects any liability for theft by guests and third parties.

Berghuus Radons Gastro AG accepts no liability for lost items on the premises.



## 6.1 Liability for events

The guest or the client of the event is primarily liable for direct and indirect damage to the building (exterior and interior) and the entire hotel premises, even if such damage was caused by the organizer engaged by the guest or on behalf of the guest. The guest is also liable for acts in breach of contract or carelessness. The amount of compensation is limited to the costs of repairing the damage and will be charged in full to the guest by Berghuus Radons Gastro AG.

## 7. Data protection

Berghuus Radons Gastro AG undertakes to comply with the applicable data protection legislation when handling and processing all customer data.

The privacy policy of Berghuus Radons Gastro AG is available on the website.

## 8. Final provisions

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new provision that comes as close as possible to the economic effect of the invalid provision. The place of performance and jurisdiction for contracts, including these General Terms and Conditions (GTC), is Surses, Switzerland.

## ADDITIONAL CONDITIONS BERGHUUS STORE

### 1. Vouchers

Berghuus Radons Gastro AG has the following vouchers in circulation:

- Vouchers in the form of the door handle card
- Print@Home vouchers
- Gift cards

The customer can print out the voucher himself, therefore several prints are possible, but only one print is relevant and redeemable. The first voucher with a valid code is regarded as the original and will be debited immediately by Berghuus Radons Gastro AG. Should further copies with the same code appear, this constitutes misuse, which will result in criminal prosecution. There is no entitlement to fulfillment and/or delivery, or to compensation from Berghuus Radons Gastro AG, if someone attempts to redeem several vouchers with the same code, even if the first redeemer is not the legally valid holder of the voucher. In fact, a criminal investigation (forgery of documents) may be initiated immediately against the issuer with intent to defraud.

When ordering a voucher as Print@Home, the voucher can be obtained online as a PDF document and printed out locally by the customer. This requires Adobe Acrobat Reader on a Windows or Macintosh system. The customer is responsible for ensuring that the necessary requirements for printing the voucher are met.



Purchased vouchers may neither be passed on on the Internet or other networks nor used commercially.

As a voucher can be passed on or given as a gift, Berghuus Radons Gastro AG is not obliged or able to check the right of ownership of the redeemer. When the voucher is redeemed, it is only checked whether the corresponding voucher number has actually been released by the system and whether the corresponding voucher has actually been paid for.

Berghuus vouchers are generally valid for two years (see date and period of validity on the voucher). After expiry of this period, Berghuus Radons Gastro AG is no longer obliged to accept them. Lost vouchers will not be replaced. Vouchers can also not be returned for cash value. If the value of the voucher is more than the service consumed, Berghuus Radons Gastro AG is prepared to credit the remaining balance of the voucher in full for further visits or consumption. In such a case, there is no entitlement to a residual payment of the outstanding voucher amount. Berghuus Radons Gastro AG is not obliged to accept unpaid vouchers as a means of payment. For operational reasons, the services listed in the voucher can only be provided or guaranteed by the establishment if a corresponding and timely reservation has been made. This applies to vouchers in connection with overnight stays and vouchers for groups. The service described in the voucher may vary slightly depending on the circumstances but must not represent a relevant reduction in value for the guest. Should Berghuus Radons Gastro AG have to close or give up for any reason, the vouchers expire without compensation. This is also the case if the business demonstrably changes ownership. In such a case, Berghuus Radons Gastro AG cannot be held liable as the original issuer of the vouchers.

## **2. Shipping**

Berghuus Gastro AG vouchers and Berghuus products are sent by Swiss Post (A-Post). Delivery may take 2-3 working days due to our location. Vouchers and products which are sent by post within the following countries Austria, Italy, Germany, France and Great Britain have a delivery time of 4-10 working days. For shipping to other countries, please contact Berghuus Radons Gastro AG by e-mail.

Berghuus Radons Gastro AG does not grant any compensation due to delay or impossibility of delivery. Further claims of the buyer - particularly for delivery - as well as for any risks and side effects caused by the product are also excluded. The risk is transferred to the customer as soon as the goods have been handed over to the carrier and have left the company. This also applies if Berghuus Radons Gastro AG has assumed the transportation costs. Complaints due to transport damage must be made by the customer to the transport company within the time limits provided for this purpose. In the case of customer shipments, the customer bears all risks, particularly the transportation risk, until the arrival of the goods at Berghuus Radons Gastro AG.

## **3. Payment.**

Customers can pay for vouchers and products by credit card. When paying by credit card, the amount will be charged to the selected credit card immediately.



#### **4. Defects**

Complaints regarding the scope of delivery, material defects, incorrect deliveries and quantity deviations must be made in writing immediately, but at the latest within one week of receipt of the goods or vouchers, insofar as these can be determined by reasonable inspection. In the case of justified complaints, Berghuus Radons Gastro AG will correct the incorrect delivery free of charge.

#### **5. Customer data.**

Berghuus Radons Gastro AG is entitled to collect, store and process the customer's personal data required in the context of the business relationship, taking into account the corresponding duty of care in the sensitive handling of customer data.

#### **6. Final provisions**

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new provision that comes as close as possible to the economic effect of the invalid provision. The place of performance and jurisdiction for contracts, including these General Terms and Conditions (GTC), is Surses, Switzerland.