

General Terms and Conditions for the Accommodation Agreement

Hotel Banana City, Winterthur (as at: 1 July 2014)

Scope of application

1. These General Terms and Conditions apply to agreements for the rental of hotel rooms and all other services and deliveries provided to the Client by the Hotel.
2. The prior written consent of the Hotel is required for subletting or reletting the rooms provided and using them for purposes other than accommodation.
3. Terms and conditions issued by the Client only apply if they have been agreed upon in advance.
4. In addition, any supplementary terms and conditions agreed upon at the time of concluding the Agreement apply in each case.

2. Conclusion of the Agreement, partners, liability and limitation period

1. The Agreement is concluded when the Hotel accepts the Client's request. The Hotel confirms the room booking in writing within 24 hours. In case of lack of time, confirmation by telephone is also valid.
2. The contracting parties to the Agreement are the Hotel and the Client. If a third party has placed an order on behalf of the Client, the third party will be liable vis-à-vis the Hotel along with the Client as joint and several debtor for all obligations arising from the Accommodation Agreement, provided the Hotel has received a declaration to this effect from the third party.
3. The Hotel will be liable for its obligations under the Agreement. In non-typical service areas, the Hotel's liability is limited to wilful misconduct and gross negligence on its part.
4. The limitation period for all claims of the Client is six (6) months.

3. Services, prices, payment and crediting

1. The Hotel is obligated to keep the rooms booked by the Client ready and to provide the agreed services.
2. The Client is obligated to pay the Hotel's applicable or agreed prices for room rental and any other services used by the Client. This also applies to services and expenses of the Hotel that the Client arranges for third parties.
3. The Hotel may adjust the prices if the Client subsequently requests changes to the number of rooms booked, the Hotel's services or the length of stay of the guests, and the Hotel agrees to such changes.
4. The agreed prices include the statutory value added tax that is applicable in each case. If the value added tax rate changes on the day on which the service is provided, the respective prices agreed upon will be adjusted accordingly. The Hotel is entitled to charge any increase in value added tax on a retroactive basis. If the period between conclusion of the Agreement and performance of the Agreement exceeds 12 months, and if the price generally charged by the Hotel for such services increases, the Hotel may raise the contractually agreed price accordingly, but by no more than 10%.
5. An invoice from the Hotel without a due date is payable within 10 days of receipt of the invoice without deductions. The Hotel is entitled at any time to declare any accrued outstanding amounts due and to demand their immediate payment. In the event of late payment, the Hotel is entitled to charge interest at a rate of 4%. The

Client reserves the right to prove that the loss or damage was less; the Hotel reserves the right to prove that the loss or damage was more.

6. The Hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the Agreement or thereafter, taking into account the legal provisions for package holidays. The amount of the advance payment and the payment deadlines may be agreed in writing in the Agreement.

4. Client's withdrawal from the Agreement

1. The Hotel's written consent is required for the Client to rescind the Agreement concluded with the Hotel. If such written consent is not received, the price stipulated in the Agreement is to be paid even if the Client does not make use of the services under the Agreement. This does not apply in cases of delay in performance on the part of the Hotel or any impediment to performance for which the Hotel is responsible.
2. If the Hotel and the Client agreed in writing on a deadline for withdrawal from the Agreement, the Client may rescind the Agreement in writing by that date without incurring claims for payment or damages by the Hotel. The Client's right of withdrawal expires if the Client does not submit their notice of withdrawal to the Hotel in writing by the agreed date, unless there is a case of delay in performance by the Hotel or any impediment to performance for which the Hotel is responsible.
3. For rooms not used by the Client, the Hotel must credit the income from renting out the room(s) to other parties as well as any expenses saved.
4. The cancellation fees are calculated as follows: Cancellation is possible free of charge until 6 p.m. on the day before arrival. After that, 100% of the booked services are payable.

5. Hotel's withdrawal from the Agreement

1. Provided the Client's right to withdraw from the Agreement within a certain period of time has been agreed in writing, the Hotel is entitled for its part to rescind the Agreement during this period if there are enquiries from other clients regarding a room booked under this Agreement.
2. The Hotel is also entitled to withdraw from the Agreement if an agreed advance payment is not made.
3. Furthermore, the Hotel is entitled to withdraw from the Agreement for objectively justified reasons, for example if force majeure or other circumstances for which the Hotel is not responsible make performance of the Agreement impossible; if rooms are booked under misleading or false statements of material facts, for example regarding the Client's identity or the purpose of use; if the Hotel has reasonable cause to believe that use of the Hotel's services may jeopardise the smooth operation of business, the security of the Hotel or its reputation in the public eye, without this being attributable to the Hotel's sphere of control or organisation; if the above scope of application (see section 2) has been violated.
4. The Hotel must inform the Client immediately when exercising the right of withdrawal from the Agreement.
5. In the event of justified withdrawal, the Client will not be entitled to claim damages.

6. Booking, handover and return of rooms

1. The Client is not entitled to the provision of specific rooms.

2. Booked rooms are available to the Client from 12 noon on the agreed day of arrival. The Client is not entitled to earlier occupancy.
3. On the agreed day of departure, the hotel rooms must be vacated by 10 a.m. at the latest. Thereafter, the Hotel may charge 50% of the full accommodation price (list price) for further use of the room until 6 p.m., in addition to losses incurred by the Hotel, and 100% from 6 p.m. onwards. The Client is free to prove to the Hotel that no losses or significantly lower losses were incurred.

7. Liability of the Hotel

1. The Hotel is liable for exercising due diligence as a responsible business. In non-typical service areas, however, this liability is limited to deficiencies in performance, damage, consequential damage or disruptions attributable to wilful misconduct or gross negligence on the part of the Hotel. Should disruptions or deficiencies in the Hotel's services occur, the Hotel shall endeavour to remedy these upon becoming aware of them or in response to a prompt complaint by the Client. The Client is obligated to take all reasonable steps to remedy the disruption and to keep the loss or damage as low as possible.
2. The Hotel will be liable to the Client for any property lodged at the Hotel in accordance with the statutory provisions. This is up to one hundred times the price of the room, but not more than CHF 3,000. Any liability claims expire if the Client does not fulfil their immediate obligation to notify the Hotel in accordance with Article 267 of the Swiss Code of Obligations.
3. For unlimited liability of the Hotel, the statutory provisions apply.
4. Claims for damages are excluded, except in cases of gross negligence or wilful misconduct.
5. Messages, mail and consignments of goods must be handled with the utmost care by the Hotel. The Hotel shall handle the delivery, storage and – on request, against payment – forwarding of the same. Claims for damages are excluded, except in cases of gross negligence or wilful misconduct.

8. Final provisions

1. This Agreement is governed by Swiss law.
2. Should individual provisions of these General Terms and Conditions prove to be invalid or in violation of the applicable law, this will not affect the validity of the remaining General Terms and Conditions. For invalid provisions or provisions that violate applicable law, the statutory provisions apply instead.
3. The sole place of jurisdiction in commercial dealings – including for disputes over cheques and bills of exchange – is XXX.