

General Terms and Conditions (GTC)

FUNDAMENTALS

These General Terms and Conditions (GTC) regulate the legal relationship between the hotel guest and the Frauenhotel AG called Sinn & Gewinn Hotels. This includes the hotels Alma Hotel, hotel marta and Josephine's Guesthouse, which are referred to below as hotels. Sinn & Gewinn Hotels reserves the right to apply deviating regulations (in particular with regard to cancellation conditions and prices), provided that these are clearly stated in the offer or booking confirmation.

1. APPLICABILITY

The GTC apply to the booking of hotel rooms, meeting rooms and parking spaces as well as the use of the wellness area and public areas and to all other related services and products provided by the hotels. All offers and confirmations of the hotels are based on these General Terms and Conditions. They form an integral part of every contract. The hotels reserve the right to amend the GTC at any time and publish the current version on the websites of the respective establishments. By making use of the services, the guest accepts the current GTC. Individual modifications to these GTC require an explicitly written agreement between the parties.

2. CONCLUSION OF CONTRACT

The contract between the parties is formed with the reservation of a hotel room, meeting room, parking space or wellness ticket - directly or via a third party. The booking confirmation is made via the respective booking channel and is obligatory.

3. SERVICES, PAYMENTS & PRICES

3.1 Sinn & Gewinn Hotels are obliged to provide the services ordered by the guest and confirmed in writing by the respective establishment.

3.3 When making reservations for hotel rooms, Sinn & Gewinn Hotels are entitled to carry out a pre-authorisation for the full amount or the first night. If the authorisation is not successful, the hotel is entitled to withdraw from the contract after setting a reasonable deadline. The guest is to be held accountable for any resulting damages.

3.4 If no deposit is required, the entire invoice amount must be paid by the guest by credit or debit card or in cash by the time of departure at the latest. If payment by invoice is agreed, the full invoice amount is due 14 days after the invoice has been issued. In the event of late payment, Sinn & Gewinn Hotels are authorised to charge interest at a rate of 5%, as well as any debt collection costs.

3.5 Sinn & Gewinn Hotels expressly reserves the right to change prices.

4. LIABILITY

4.1 Guests are liable to Sinn & Gewinn Hotels for all damage, loss and other damage caused by themselves or other third parties. Sinn & Gewinn Hotels shall not be liable (subject to Section 4.3) for theft of or damage to items brought in by the guest or other third parties. The insurance of items brought in by the guest or other third parties is the responsibility of the guest. Sinn & Gewinn Hotels may request proof of adequate insurance from the guest at any time. Sinn & Gewinn Hotels is free to refuse to provide services until the guest can provide proof of adequate insurance.

4.2 The guest is obliged to maintain peace and order.

4.3 Sinn & Gewinn Hotels shall only be liable for its own behaviour in the event of intentional or grossly negligent contractual or non-contractual damage. Any further liability, in particular for slight or moderate negligence, is excluded.

4.4 Sinn & Gewinn Hotels shall only be liable for its auxiliary persons in the event of intentional or grossly negligent damage and for direct damage. Any further liability, in particular for slight or moderate negligence and liability for indirect damage, is excluded. Indirect damage within the meaning of these GTCs includes in particular loss of profit and pure financial loss.

5. WITHDRAWAL OF SINN & GEWINN HOTELS FROM THE AGREEMENT

5.1 Sinn & Gewinn Hotels may withdraw from the contract without giving reasons as long as the guest is entitled to withdraw in accordance with Section 6.

5.2 If the service to be provided by Sinn & Gewinn Hotels under the contract is cancelled due to force majeure (as understood in Switzerland, in particular natural disasters such as storm winds, floods or earthquakes as well as fire, hostage-taking, war, civil unrest, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.) or other events not foreseeable by Sinn & Gewinn Hotels, Sinn & Gewinn Hotels is entitled to cancel the contract. If the fulfilment of the contract is made significantly more difficult or impossible, in whole or in part, caused by Sinn & Gewinn Hotels or other circumstances for which Sinn & Gewinn Hotels is not responsible, Sinn & Gewinn Hotels may withdraw from the part of the contract that has not yet been fulfilled, in whole or in part, without compensation.

5.3 Sinn & Gewinn Hotels is also entitled to withdraw from the contract without compensation if there is reasonable cause to believe that the guest may jeopardise the smooth running of the business, the safety or the public reputation of Sinn & Gewinn Hotels. Sinn & Gewinn Hotels expressly reserves the right to assert any claims for damages against the guest.

6. WITHDRAWAL OF THE GUEST FROM THE AGREEMENT

6.1 The withdrawal of the guest is generally governed by the regulations on cancellation in accordance with clauses 11-14 & 17 of these GTC.

6.2 The price according to the reservation confirmation (incl. VAT) is decisive for the calculation of the cancellation costs of the individual services.

7. PRODUCTION OF RECORDINGS

Visual and/or audio recordings of any kind (such as photos or videos) for commercial purposes on the premises of Sinn & Gewinn Hotels are prohibited and require an explicit written consent of Sinn & Gewinn Hotels as part of a corresponding agreement. Requests to this effect, stating the person making and publishing the recordings (client), the specific purpose of use (product/service to be marketed, publication medium) and any other details (concept) must be sent to the following e-mail address: info@sinnundgewinn.ch

If recordings are made without any written consent, Sinn & Gewinn Hotels shall be entitled to withdraw from the contract. The guest shall be liable to Sinn & Gewinn Hotels for any resulting damages.

8. USE OF TRADEMARKS/RECORDINGS

The use for commercial purposes of trademarks (e.g. company logos, brands, hotel and company names) as well as photos, videos and audio and/or visual recordings of all kinds on the premises of Sinn & Gewinn Hotels and material owned by Sinn & Gewinn Hotels requires the prior written authorisation of Sinn & Gewinn Hotels. Requests to this effect, stating the person publishing the material (the client), the specific purpose of use (product/service to be marketed, publication medium), the labelling/images to be used and any other details must be sent to the following e-mail address: info@sinnundgewinn.ch

If a publication is made without any written consent, Sinn & Gewinn Hotels is entitled to withdraw from the contract. The guest is liable to Sinn & Gewinn Hotels for any resulting damages.

9. ARRIVAL & DEPARTURE TIMES

The hotel rooms are guaranteed to be ready by 3 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure.

10. GROUP BOOKINGS / ROOM CONTINGENTS

10.1 For group bookings of 6 rooms or more (hereinafter referred to as "group bookings"), the respective hotel will receive a definite and binding list of participants (hereinafter referred to as "list of participants") with the following details from the organiser no later than 14 days before arrival:

- First and last names of the guests
- E-mail address
- Payment conditions

10.2 If the organiser has booked a room contingent and it is not fully utilised by the registered list of participants (or if no list of participants is registered by the deadline), the rooms still available in the respective contingent will be released for open sale.

11. CANCELLATION POLICY FOR HOTEL ROOMS

The cancellation of a hotel room reservation must be communicated to the hotel as early as possible and in writing. The following cancellation conditions apply to the cancellation of bookings as well as to no-shows and early departures. If the guest books a discounted, non-refundable rate, the booking can no longer be cancelled free of charge at any time.

12. GENERAL CANCELLATION CONDITIONS

Cancellations of bookings of individual hotel rooms must be received by the hotel by 6 p.m. (local time) on the day before arrival at the latest for direct bookings. If bookings are cancelled via third parties, the cancellation deadlines displayed on the relevant booking channels apply. In the event of a later cancellation, the room rate for the first night will be charged.

13. CANCELLATION POLICY LONGSTAY JOSEPHINES GUESTHOUSE

13.1 Long-stay bookings for stays between 7 and 13 nights: The booking can be cancelled up to 72 hours before arrival. The guest pays a cancellation fee of CHF 150. For later cancellations or no-shows, the first 7 nights will be charged.

13.2 Long-stay bookings for stays between 13 and 29 nights: The booking can be cancelled up to 72 hours before arrival. The guest pays a cancellation fee of CHF 150. For later cancellations or no-shows, the first 7 nights will be charged.

13.3 Long-stay bookings of 30 nights or more: The booking can be cancelled free of charge up to 15 days before arrival. In the event of later cancellations or no-shows, the first 7 nights will be charged.

14. CANCELLATION CONDITIONS FOR GROUP BOOKINGS

Cancellation of a group booking must reach the hotel at the latest as follows:

1-4 rooms: The whole group can be cancelled free of charge up to 24 hours before arrival.

5-9 rooms: The whole group can be cancelled free of charge up to 14 days before arrival. A maximum of 2 rooms can be cancelled free of charge up to 24 hours before arrival, after that the total stay of the cancelled room(s) will be charged.

10+ rooms: The whole group can be cancelled free of charge up to 30 days before arrival. A maximum of 2 rooms can be cancelled free of charge up to 24 hours before arrival, after that the total stay of the cancelled room(s) will be charged.

15. REBOOKING THROUGH SINN & GEWINN HOTELS

If the hotel is unable to provide the guest with one or more booked rooms for any reason, an equivalent room will be made available to the guest. If no equivalent room is available, Sinn & Gewinn Hotels will provide the guest with an available room of a different category.

16. EVENTS

All requests for events (seminars, meetings, aperitifs, breakfasts) must be submitted by the guest in writing. The guest will receive a personalized offer in response to the request. All relevant conditions, including pricing and cancellation conditions, will be clearly stated in the offer.

17. WELLNESS AND MASSAGES

17.1 CANCELLATIONS OF TREATMENTS

Cancellations of wellness and massage appointments must be received by Sinn & Gewinn Hotels at least 24 hours before the appointment. In the event of cancellation within 24 hours of the treatment appointment, the full invoice amount will be charged.

18. SEVERABILITY CLAUSE

18.1 Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision shall be replaced by a similar but valid provision.

19. APPLICABLE LAW / PLACE OF JURISDICTION

19.1 The contract shall be governed exclusively by Swiss law. Place of fulfilment and jurisdiction is Zurich.