

1. basic

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer/organizer, hereinafter referred to as the guest, and the Hotel Bären Gonten AG referred to as the hotel (with restaurant and seminar rooms).

For the sake of simplicity, these GTC - regardless of the service - always refer to the contract.

The terms and conditions of the hotel valid at the time of the conclusion of the contract shall apply exclusively.

Should individual provisions of these GTC be or become invalid or void, this shall not affect the validity of the contract and the remaining GTC provisions. In all other respects, the statutory provisions shall apply.

Appenzell shall be the place of jurisdiction for any disputes arising from this contract, unless another legally binding place of jurisdiction exists.

Swiss law shall apply exclusively to all contractual, reservation, any supplementary agreements and general conditions. Place of performance and payment is the registered office of the AG.

Groups: Groups in the sense of these GTC are travel groups with a minimum number of 10 booked persons.

Written confirmations: Fax and e-mail messages are also considered written confirmations.

Contractual partners: are the guest and the hotel.

The contract for the rental of tables, seminar rooms, areas as well as other supplies and services comes into effect with the written confirmation by the hotel or, in the case of Internet bookings, with the booking confirmation of the guest.

A reservation made on the day of the event itself is binding at the moment of acceptance by the hotel.

Amendments to the contract shall only become binding for the hotel upon reconfirmation. Unilateral changes or additions to the contract by the guest are invalid.

> Data protection

The hotel undertakes to maintain the confidentiality of the guest's personal data. If the guest provides personal data to the hotel for the purpose of communication or orders, the hotel reserves the right to use such data for marketing purposes. The guest thus grants the hotel the right to exchange any information provided by the guest, such as e-mail address, telephone numbers, etc., within the hotel.

2. services, prices and payment

The scope of services of the contract is determined according to the individual reservation made by the guest.

The guest has - other contractual agreements reserved - no right to a specific table / room.

If, despite a confirmed reservation, no table/room is available in the restaurant, the restaurant must inform the guest immediately and offer an equivalent substitute in a nearby restaurant of a comparable or higher category.

Any additional expenses for the substitute restaurant shall be borne by the restaurant. If the guest rejects the substitute restaurant, the restaurant shall immediately reimburse any services already rendered by the guest.

Subject to other agreements, the guest is entitled to use the rented rooms from 2:00 p.m. on the agreed arrival day until 11:00 a.m. on the departure day.

Room occupancy until 8:00 p.m. counts as a full overnight stay.

Option dates are binding for both parties. After unused expiration of the option period, the hotel may dispose of all rooms/tables/rooms.

The confirmation must be received by Hotel Bären Gonten on the last day of the option period at the latest.

The prices quoted by the hotel are in Swiss francs (CHF) and include the statutory value added tax.

The guest is obliged to pay the agreed or applicable prices of the restaurant for the services used by him. This also applies to services and expenses of the Restaurant to third parties arranged by the Guest, his companions and visitors.

Any increase in statutory charges after the conclusion of the contract shall be borne by the guest. Prices in foreign currencies are indicative and will be charged at the current exchange rate. All published prices may be adjusted at any time without notice to the guest. The valid prices are those confirmed by the restaurant.

Depending on the agreement or from a reservation amount of CHF 5000.-, the restaurant may require a deposit of 30% of the total booking amount. The deposit is to be understood as a partial payment on the agreed fee.

The Restaurant may also require a credit card guarantee instead of a deposit.

A down payment is to be transferred within 15 days after receipt of the reservation confirmation. If the reservation is made at shorter notice, the restaurant requires a credit card guarantee for the entire booking amount.

If the advance payment or the credit card guarantee is not made on time, the hotel may immediately terminate the contract (without a reminder), or withdraw from the service promises made and demand the cancellation fees specified in Section 4.

The hotel has the right to invoice or interim invoice its services at any time.

The final invoice shall include the agreed price plus any additional amounts incurred due to additional services provided by the hotel to the guest and/or persons accompanying the guest. Unless otherwise agreed, the final invoice shall be paid in Swiss francs in cash or by accepted credit card at the latest on the occasion of check-out on the day of departure.

The hotel may charge a reminder fee of Fr. 20.00 for each reminder.

The defense of set-off against claims of the hotel is excluded.

3. Cancellation by the hotel

The restaurant may withdraw from the contract by unilateral written declaration no later than 2 days prior to the agreed date of the event without incurring any costs. Furthermore, the restaurant is entitled to withdraw from the contract extraordinarily for objectively justified reasons by means of a unilateral written declaration:

Objectively justified reasons include, for example:

- an agreed advance payment or security deposit is not made during the period set by the hotel;
- force majeure or circumstances beyond the hotel's control that make the fulfilment of the contract objectively impossible
- rooms or rooms booked or used under misleading or false information, e.g. in the person of the guest or the purpose of use or stay;
- the hotel has reasonable grounds to believe that the use of the agreed services may impair the smooth operation of the business, the safety of other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or fruitless seizure) or has stopped making payments;
- the purpose or occasion of the stay is unlawful.

In the event of withdrawal by the hotel for the aforementioned reasons, the guest shall not be entitled to any compensation and the compensation for the booked services shall remain owed in principle.

excluded.

4. cancellation regulations

Cancellation of the reservation requires the written consent of the hotel. If this is not done, the agreed price must be paid even if the guest does not use contractual services. If the guest does not show up ("no-show"), at least 50% of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the arrival of the guest's written cancellation at the hotel. This applies to letters as well as fax and e-mail messages.

If the guest withdraws from the contract without an approved cancellation or if changes or cancellations of certain reserved services are made, the hotel may charge the following cancellation fees.

Individual reservations

The date of receipt of the cancellation or rebooking is decisive for the calculation of the cancellation costs.

The cancellation fees on the room rates or on the other offers are as follows:

- Up to and including 7 days before the agreed date of arrival, the guest may cancel the contract without incurring any costs.
- Cancellations from the 6th day until the day of arrival will be charged at 50%.
- In case of non-appearance of the guest without cancellation (by phone or in writing) at least 50% will be charged.

Group reservations

- Group reservations can be cancelled up to and including 4 weeks before the agreed arrival date without incurring any costs.
- Written cancellation of the stay 27 to 14 days before the confirmed arrival date: 50% according to the reservation confirmation.
- Written cancellation of the stay 5 to 13 days before the confirmed arrival date: 75% according to the reservation confirmation.
- Written cancellation of the stay 0 to 4 days before the confirmed arrival date: 100% according to the reservation confirmation.

Impossible arrival

If the guest is unable to arrive on time or at all as a result of force majeure (flood, avalanche, earthquake, etc.), he is not obliged to pay the agreed fee for the missed days.

The guest must prove the impossibility of arrival.

However, the obligation to pay for the booked stay shall be revived from the moment of the possibility of arrival.

Early departure

If the guest departs early, the hotel is entitled to charge 100% of the total booked services.

In the event of an early departure, the hotel will endeavor to reallocate the unused services. If the hotel is able to provide the unused services to third parties elsewhere during the agreed period, the guest's invoice amount will be reduced by the amount paid by these third parties for the cancelled service.

Event Reservations

An event can include services for the event room, for catering, technical facilities and other services.

> Number of participants Restaurant

The Guest undertakes to inform the Restaurant of the binding number of participants for an event no later than 24 hours before the date of the event. In case of later discrepancies between the number of participants stated by the Guest and the final number of participants; shall be considered as definitive settlement.

> Minimum consumption and extension

The fees for renting the whole house or a part of the house are valid according to the banquet folder. This is also valid for the extension.

> Food and beverages

All food and beverages are to be purchased exclusively from the restaurant.

In special cases (specialties, etc.) a different written agreement can be made. In such a case, the restaurant is entitled to charge a service fee or corkage fee.

5. stay

The hotel room is reserved exclusively for the registered guest. Leaving the room to a third person or use by an additional person requires the written consent of the hotel.

By entering into a contract, the guest acquires the right to the usual use of the rented rooms and the hotel's facilities.

> Safety

The guest undertakes to comply with the hotel's fire regulations, in particular keeping escape routes clear, observing the ban on smoking, etc. Decorative material brought in by the organizer must also comply with the fire regulations. The organizer is also responsible for ensuring that no more persons are admitted than the capacity of the room in question. The maximum numbers specified by the hotel are binding in this respect. In case of violation, the hotel declines any liability. The placement of decorative materials and other objects on walls, doors and ceilings always requires the prior consent of the hotel. The organizer is liable for any damage caused to the hotel as a result.

> Smoking

Smoking is permitted throughout the restaurant only in appropriately marked places/rooms.

> Key

The room card/key provided by the hotel remains the property of the hotel and allows 24-hour access to the hotel. The loss of the key must be reported immediately to the reception. A loss of the key will be charged to the guest with CHF 100.

> Internet

To access the Internet, the guest must obtain the login data at the reception. This service is free of charge for all guests. The guest is responsible for the use of his login data. He is liable for misuse and illegal behavior when using the Internet.

> Insurance

The insurance for materials brought in is the responsibility of the guest in all cases. The restaurant may request proof of insurance before confirming the reservation.

> Keeping of animals

Animals may only be brought into the hotel with the prior consent of the hotel and for a special fee.

The guest who brings an animal into the hotel is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by suitable third parties at his expense.

No animals are allowed to stay in the Bärenstobe.

> Illness or death of the guest

If a guest falls ill during his stay at the hotel, the hotel will notify a doctor at the guest's request. If the guest is no longer capable of acting and the hotel has knowledge of the illness, the hotel will notify the doctor.

In any case, medical care will be provided at the guest's expense.

The contract with the hotel ends with the death of the guest.

> Lost property

Lost property will be sent to the guest in case of clear ownership, if the guest contacts the hotel in this regard. The guest bears the costs and the risk for the subsequent dispatch.

> Further provisions

If the guest requests services that are not provided by the hotel itself, the hotel acts merely as an agent.

The statutory periods of limitation shall apply. Insofar as these can be modified, an absolute limitation period of 6 months after departure shall apply to the guest's claims for damages.

Advertisements in the media (such as newspapers, radio, television, Internet) with reference to events at the hotel, with or without the use of the unchanged company logo, require the prior written consent of the hotel.

6. actions, use and liability

> Hotel

The hotel conditions away the liability towards the guest within the scope of the legal possibilities for slight and medium negligence and is only liable for damage caused intentionally or by gross negligence.

If disturbances or deficiencies occur in the services of the hotel, the hotel will endeavor to remedy the situation upon immediate notification by the guest. If the guest fails to notify the hotel of a defect in a timely manner, the guest shall not be entitled to a reduction of the contractually agreed fee.

The hotel is liable for the guests' belongings in accordance with the statutory provisions, i.e. up to the amount of CHF 1,000. The hotel is not liable for slight and medium negligence. If valuables (jewelry, etc.), cash or securities are not handed over to the hotel for safekeeping, the guest shall be liable. The hotel recommends to keep money and valuables in the hotel safe.

The hotel is not liable under any legal title for services which it has merely arranged for the guest.

The hotel declines any liability for theft and damage of the material brought by third parties.

> Guest

The guest is liable to the hotel for all damages and losses caused by him, companions or event participants, without the hotel having to prove fault on the part of the guest.

The guest is responsible for the correct use and proper return of all technical aids/facilities provided to him by the hotel or procured on its behalf via third parties, and is liable for damages and losses.

The guest is liable for arranged services and expenses of the hotel towards third parties.

> Third party

If a third party makes the reservation for the guest, he is liable to the hotel as the orderer together with the guest as joint and several debtors for all obligations arising from the contract. Irrespective of this, each ordering party is obliged to pass on to the guest all information relevant to the booking, in particular these general terms and conditions.