

GENERAL TERMS AND CONDITIONS

BASIC

These General Terms and Conditions (GTC) regulate the legal relationship between the guest / customer, hereinafter referred to as Guest, and that of the Hotel Neufeld, hereinafter referred to as the Hotel. For the sake of simplicity, these GTC always refer to a contract, regardless of the service provided.

The hotel's terms and conditions are valid from the moment the contract is signed and shall apply exclusively. The Guest's General Terms and Conditions shall only apply if this has been expressly agreed in writing before the contract was signed. Should individual provisions of these GTC be ineffective or invalid, the validity of the contract and the remaining GTC provisions shall not be affected. In all other respects, the statutory provisions shall apply.

SUBJECT OF THE CONTRACT / AREA OF VALIDITY

The contract for the rental of rooms, seminar rooms, areas as well as the purchase of other supplies and services comes into effect with the written confirmation of the guest or implied. A reservation made on the day of arrival itself is binding at the time of acceptance by the Hotel.

Amendments to the contract shall only become binding for the Hotel upon (written) confirmation. Unilateral amendments or additions to the contract by the guest are invalid. The subletting and re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the Hotel.

PRICES / PAYMENT OBLIGATION

The prices communicated by the hotel are in Swiss Francs (CHF) and include the legal value added tax (VAT). The Guest is obliged to pay the agreed or applicable prices of the Hotel for the room rental and any other services used by him/her. This also applies to orders from his companions and visitors. An increase in statutory taxes after the contract is concluded is at the expense of the Guest. Prices in foreign currencies are approximate and will be charged at the respective daily exchange rate. The prices in Swiss francs confirmed by the Hotel shall apply. Prices may be changed by the Hotel if the Guest subsequently requests changes in the number of rooms booked, the Hotel's services or the length of the Guest's stay. Depending on the agreement, the hotel may require a deposit of up to 80% of the total amount of the reservation. The deposit is to be understood as partial payment of the agreed remuneration. The hotel may also require a credit card guarantee instead of a deposit. An advance payment is to be transferred within 30 days of receipt of the

reservation confirmation and no later than 4 weeks before the date of arrival. If the reservation is made at shorter notice, the hotel shall require a credit card guarantee for the full amount of the reservation.

If the deposit or the credit card guarantee is not paid on time, the hotel may withdraw from the contract (including all service promises) immediately (without reminder) and demand the cancellation costs listed under Item 9 (CANCELLATION OF THE RESERVATION / CANCELLATION FEE) of these GTC. The Hotel is entitled to invoice or interim invoice its services to the Guest at any time.

The final invoice shall include the agreed price plus any additional amounts incurred due to additional services provided by the Hotel for the Guest and/or persons accompanying him/her. Unless otherwise agreed, the final invoice shall be paid in Swiss francs in cash or by accepted credit card at the latest at checkout on the day of departure. The Hotel can charge a reminder fee for each reminder. Any objection to the hotel's claims shall be excluded.

IMPOSSIBLE ARRIVAL

If the guest is unable to arrive or cannot arrive on time due to *force majeure* (flooding, avalanche, earthquake, etc.), the guest is not obliged to pay the agreed fee for the days missed. The guest must prove the impossibility of arrival. However, the obligation to pay for the booked stay shall be reactivated from the moment the guest is able to arrive.

EXTENSION OF THE STAY

Unless otherwise agreed, the guest has no right to have his stay extended. If the guest cannot leave the hotel on the day of departure because all departure options are blocked or unusable due to unforeseeable extraordinary circumstances / *force majeure* (e.g. extreme snowfall, flooding, etc.), the contract is automatically extended at the current conditions for the duration of the impossibility of departure.

ACTIONS, USE AND LIABILITY

Hotel

The hotel shall exclude liability towards the guest within the scope of the legal possibilities for slight and medium negligence and shall only be liable for damage caused intentionally or through gross negligence. Should disruptions or defects occur in the services of the Hotel, the Hotel shall endeavor to remedy such upon immediate notification of the Guest. If the Guest fails to notify the Hotel about a defect in good time, there is no entitlement to a reduction of the contractually

agreed remuneration. The Hotel shall not be liable for slight and medium negligence. If valuables (jewellery, etc.), cash or securities are not handed over to the Hotel for safekeeping, the Hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables are always kept in the safe at the reception desk. If the Hotel is not notified of any damage immediately upon discovery, the Guest's claims shall get lost. The Hotel is not liable under any legal title for services that it has merely procured for the guest. The Hotel declines all liability for theft and damage to material brought in by third parties.

Guest

The Guest is liable to the Hotel for all damage and loss caused by him/her, accompanying persons or auxiliary persons 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/equipment made available to him/her by the Hotel or procured on its behalf via third parties, and is liable for damage and loss. The guest is liable to third parties for services and expenses incurred by the hotel.

Third parties

If a third party makes the booking on behalf of the Guest, he/she is liable to the Hotel as the Customer together with the Guest as joint and several debtor for all obligations arising from the contract. Regardless of this, each customer is obliged to pass all booking-relevant information, in particular these General Terms and Conditions, to the Guest.

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 changed, guest's claims for damages are subject to an absolute limitation of 6 months after departure.

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

Reputable or defamatory comments on rating platforms (such as TripAdvisor) about the hotel's services that are demonstrably not true and can be refuted by the hotel, will be reported to the relevant authorities. The hotel reserves the right to claim damages and compensation.

PLACE OF JURISDICTION / APPLICABLE LAW

Swiss law for all contractual, reservation, any additional agreements and general conditions. The place of fulfilment and payment is the seat of the hotel.

PERFORMANCE

The scope of the contract is determined by the guest's reservation, which has been made and confirmed individually. The guest is not entitled to a specific room, subject to other contractual agreements.

If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must inform the guest in good time and offer equivalent replacement in a nearby hotel of a comparable or higher category. Any additional expenses for the replacement accommodation will be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately reimburse services already rendered by the guest (e.g. down payments). Further claims of the guest do not exist.

WITHDRAWAL BY THE HOTEL

Up to and including 7 days before the agreed date of arrival of the guest, the hotel may withdraw from the contract without incurring any costs. Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily and with immediate effect at any time for objectively justified reasons by unilateral and written declaration.

Factually justified reasons are, for instance:

An agreed advance payment or security deposit has not been made during the period set by the hotel;

Force majeure or other circumstances for which the hotel is not responsible and which make it objectively impossible to fulfill the contract;

Rooms or spaces booked or used under misleading or false information, e.g. in the person of the Guest or for the purpose of use or stay;

The hotel has reasonable cause to believe that the use of the agreed services may impair the normal running of business, the safety of other hotel guests or the reputation of the hotel;

The guest has become insolvent (bankruptcy or futile seizure) or has suspended payments;

The purpose or occasion of the stay is unlawful;

If the hotel cancels the contract for the aforementioned reasons, the guest shall not be entitled to claim damages. Compensation for the services booked shall remain due.

PREMATURE DEPARTURE

If the guest leaves prematurely, the hotel is entitled to charge 100% of the total amount of the booked services. In the event of premature departure, the hotel shall endeavor to assign the unused services elsewhere. If the Hotel is able to provide the unused services to third parties elsewhere within the agreed period, the Guest's invoice amount shall be reduced by the amount that these third parties pay for the cancelled service.

ADDITIONAL CONDITIONS FOR GROUPS

Group rates are only applicable if agreed in advance and confirmed in writing by the hotel. The arrival and/or departure of groups must be notified to the hotel in writing 7 days prior to arrival. Only one overall invoice is issued to the tour guide, who is fully liable for this amount.

The final number of persons in the group (incl. list of names) must be communicated to the hotel at least 7 calendar days before the arrival of the group. If the group is smaller than originally booked, the missing persons will be invoiced at 80% of the proportionally booked services. Additional persons will be counted and invoiced as individual travellers, subject to fulfilment. If a group reservation is cancelled, the cancellation fees listed under point 9 (CANCELLATION OF THE RESERVATION / CANCELLATION FEES) apply.

PETS

Pets may only be brought into the hotel with the prior consent of the hotel and for a special fee. The guest bringing a pet into the hotel is obliged to keep it properly during his stay, to supervise it or to have it kept or supervised by suitable third parties at his expense.

Pets are allowed in the lobby and in the restaurant.

DEFINITIONS

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

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

The contractual partners are the guest and the Hotel.

TIME OF USE

Subject to other agreements, the guest has the right to use the rented rooms from 14.00 hours of the agreed day of arrival until 12.00 hours of the day of departure.

In the event of a delayed release of the room by the Guest from 1 p.m. onwards, the Hotel may charge an amount for use in excess of the contractually agreed use. A charge for a whole night will apply from 6 p.m. onwards if the room remains occupied. Contractual claims of the guest for proper continued use of the rooms are not justified. The Hotel reserves the right to assert claims for damages. In the event that the Guest leaves late the room, the Hotel reserves the right to remove the Guest's belongings from the room and to store them at a suitable place in the hotel subject to charges.

CANCELLATION OF THE RESERVATION / CANCELLATION FEES

Cancellation:

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 make use of the contractual services. If the guest does not arrive ("no-show"), at least 100% of the booked services of the first night will be charged. Decisive for the calculation of the cancellation fee is the arrival of the written cancellation of the Guest 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 being received, or if certain reserved services are changed or cancelled, the hotel may charge the above-mentioned fees.

Individual Reservations:

Cancellation is possible before 6 p.m. on the day of arrival, unless other services are specified.

Group bookings:

For groups, the agreed cancellation conditions apply.

Loss reduction:

The Hotel endeavours to allocate the unused services for cancelled individual and group reservations. Insofar as the Hotel is able to provide the cancelled services to third parties elsewhere within the agreed period of time, the Guest's cancellation fee shall be reduced by the amount that these third parties pay for the cancelled services.

STAY / KEYS / SECURITY / INTERNET / SMOKING

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 permission of the hotel. By concluding a contract, the Guest acquires the right to the customary use of the rented rooms and the facilities of the Hotel by all persons booked, which are normally and without special conditions accessible to the Guests for use. The Guest shall exercise his rights in accordance with any Hotel and/or Guest Guidelines (house rules).

The keys provided by the hotel remain the property of the hotel and allow 24-hour access to the hotel. The loss of the key must be reported immediately at the reception desk. The loss of the key will be charged. The Guest is asked to return the key to the reception desk at check-out.

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

Smoking in the Hotel is only permitted in appropriately marked rooms.

FOUND OBJECTS

Lost property will be forwarded if the ownership structure is clear and the residential/business address is known. The costs and the risk for the subsequent dispatch are borne by the guest.

If the ownership of the lost property is not clear, it will be kept for another three months.