

OPERA

HOTEL

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

Scope of application

1. These terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if the rooms provided are to be sublet, rented or used for purposes other than for lodging purposes.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.

Conclusion of the contract, parties to the contract, contractual liability, statute of limitations

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Conclusion of the contract, parties to the contract, contractual liability, statute of limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's request. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as the joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.
3. The hotel shall be liable for its obligations arising from the contract. Liability is limited to cases of intent and gross negligence on the part of the hotel in the case of non-typical services.
4. Any claims of the customer shall become time-barred after 6 months.
5. This limitation of liability and the short period of limitation shall apply to the hotel's benefit even in case of breaches of obligation during the preparation of the contract and positive breach of contract.

Services, prices, payment, set-off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices include applicable value-added tax as required by law.
4. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.
5. Hotel invoices not showing a due date are payable in full within 30 days of receipt. The hotel shall be entitled at any time to call in accrued amounts owed and demand immediate payment. In case of default of payment, the hotel shall be entitled to charge default interest.
6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The customer may only set-off or reduce a claim by the hotel with a claim that is undisputed or decided with final, res judicata effect.

Rescission by the customer (cancellation, annulment)

1. Rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not granted, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This does not apply in cases of delayed performance by the hotel or of impossibility of performance for which the hotel is at fault.
2. To the extent that the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission shall expire if he does not exercise his right of rescission in writing vis-à-vis the hotel by the agreed date, to the extent that there is no delay in performance by the hotel or impossibility of performance for which the hotel is at fault.

OPERA

HOTEL

If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.

Rescission by the hotel

1. To the extent a right of rescission within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are enquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.
2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel with a warning of a denial of service has expired, then the hotel is likewise entitled to rescind the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract; rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose; the hotel has justified cause to believe that the use of the hotel's services might jeopardise the smooth operation of the hotel, its security, or public reputation, without being attributable to the hotel's sphere of control or organisation; there is a breach of the item: Scope of Application (2) above.
4. The hotel must notify the customer without delay that it is exercising its right of rescission.
5. The customer can derive no right to compensation from justified rescission by the hotel.

Room availability, delivery and return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, the hotel may charge 50 percent of the full accommodation rate (list price) in addition to damages incurred as a result for the additional use of the room until 6:00 p.m. (after 6:00 p.m. 100 percent). The customer is at liberty to prove to the hotel that it incurred no or much lesser damages.

Liability of the hotel

1. The hotel is liable to exercise the due care and diligence of a prudent businessman. However, this liability is limited in non-typical service areas to performance defects, damage, consequential damage, and disruptions resulting from intent or gross negligence on the part of the hotel. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer is obligated to provide reasonable assistance in remedying the disruption and minimising any possible damage.
2. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions (Art. 487 of the Swiss Code of Obligations) up to CHF 1,000-. The hotel recommends that guests utilise this possibility. Liability claims expire unless the customer notifies the hotel immediately after learning of the loss, destruction, or damage (§ 703 Civil Code).
3. Insofar as a parking space is provided to the customer in the hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, with the exception of cases of intent or gross negligence. This also applies to those employed by the hotel.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Claims to compensation, with the exception of cases of gross negligence or intent, are hereby excluded.
5. Messages, post and merchandise deliveries for guests are handled with care. The hotel will deliver, hold and – upon request – forward such items for a fee. Claims to compensation, with the exception of cases of gross negligence or intent, are hereby excluded.

Final provisions

1. Amendments and supplements to the contract, the acceptance of requests, or these General Terms and Conditions for Hotel Accommodations should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. The place of performance and payment is the location of the hotel's registered office.

OPERA

HOTEL

3. In the event of disputes, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions.
4. Swiss law shall apply.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodations be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. For the rest, the statutory provisions shall apply.

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Opera Hotel

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