

## GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

### Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation purposes, as well as all other services and deliveries provided by the hotel for the customer.
2. The subletting or re-letting of the rooms provided and their use for purposes other than accommodation purposes require the prior written consent of the hotel.
3. The customer's terms and conditions shall only apply if this has been agreed in advance.

### Conclusion of contract, contract partner, liability, limitation period

1. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room booking in writing.
2. The contractual partners are the hotel and the customer. If a third party has ordered on behalf of the customer, it shall be liable to the hotel together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. The hotel is liable for its obligations arising from the contract. In the area not typical for the service, liability is limited to intent and gross negligence on the part of the hotel.
4. The limitation period for all claims of the customer is 6 months.
5. This limitation of liability and short limitation period shall also apply in favour of the hotel in the event of breach of obligations in the initiation of the contract and positive breach of contract.

### Services, prices, payment, offsetting

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services utilised by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.
3. The agreed prices include the respective statutory value added tax.
4. The prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the duration of the guests' stay and the hotel agrees to this.
5. Invoices of the hotel without a due date are payable without deduction within 30 days of receipt of the invoice. The hotel is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to charge interest on arrears.
6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package holidays. The amount of the advance payment and the payment dates may be agreed in writing in the contract. The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

# OPERA

HOTEL

## **Withdrawal by the customer (cancellation)**

1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If this is not given, the agreed price from the contract must be paid even if the customer does not utilise contractual services. This does not apply in the event of a delay in performance by the hotel or an impossibility of performance for which the hotel is responsible.
2. If a date for cancellation of the contract has been agreed in writing between the hotel and the customer, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his right of cancellation in writing vis-à-vis the hotel by the agreed date, unless there is a case of default on the part of the hotel or an impossibility of performance for which it is responsible. In the case of rooms not utilised by the customer, the hotel must offset the income from renting the rooms to other parties as well as the expenses saved.

## **Rescission by the hotel**

1. insofar as a right of cancellation by the customer within a certain period has been agreed in writing, the hotel is entitled for its part to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of cancellation upon enquiry by the hotel.
2. if an agreed advance payment is not made even after expiry of a reasonable grace period set by the hotel with a warning of refusal, the hotel is also entitled to withdraw from the contract.
3. furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible; rooms are booked with misleading or false information regarding material facts, e.g. the hotel has justified cause to believe that the use of the hotel's services may jeopardise the smooth operation of the hotel, its security or public reputation, without this being attributable to the hotel's sphere of control or organisation. there is a breach of paragraph 2 above.
4. the hotel must inform the customer immediately of the exercise of the right of cancellation.
5. in the event of justified cancellation by the hotel, the customer shall have no claim to compensation.

## **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 pm 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 noon on the agreed departure date. After that time, the hotel may charge 50 % of the full accommodation rate (list price) in addition to damages incurred as a result for the additional use of the room until 6 pm (after 6 pm 100 %). The customer is at liberty to prove to the hotel that it incurred no or much lesser damages.

Opera Hotel

Dufourstrasse 5 | 8008 Zürich | Schweiz

+41 44 258 99 99 | [welcome@operahotel.ch](mailto:welcome@operahotel.ch) | [operahotel.ch](http://operahotel.ch)

# OPERA

## HOTEL

### 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.
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.

Zurich, February 2024