

## General Terms and Conditions Hotel Garni Siesta Flumserberg

We kindly ask you to keep attention to the following GTC.

### 1. Conclusion of the contract

With your signed booking overview you bindingly offer Hotel Garni Siesta the conclusion of a contract on the basis of the advertising. The booking has to be made in writing. The travel booking, carried out by the inquirer, is also applicable for the participants that are announced in the travel booking, for whose contractual obligation the inquirer is as responsible as for his own. The contract becomes legally binding when the guest transmits the signed booking overview or the written booking confirmation. If we send you a new booking overview on your phone or written request, the contract is concluded on the basis of this new booking content.

### 2. Arrival and departure

Unless otherwise stated the room is not available before 03.00 p.m. on the arrival day and the room has to be left by 10.00 a.m. on the departure day. Reserved rooms have to be settled until at latest 10.00 p.m. A later arrival has to be arranged in advance. The hotel is not obliged to staff the reception until arrival.

### 3. Services

For the scope of the contractual services the service descriptions in the advertisements are binding, as they became the contractual basis. Amendments, modifications and additional agreements, which change the scope of the contractual services, have to be made in writing. If individual services are not used due to early return or other urgent reasons, there is no claim for refund of the saved expenses.

### 4. Payments

If valid credit card details are missing as a guarantee for the reservation, the hotel is authorised to request a prepayment of up to 40% of the agreed price. If the hotel does not receive the prepayment in time until the requested date, it is authorised for contract cancellation. The rescission needs to be communicated immediately. Unless otherwise agreed in writing between the parties, the payment is arranged on site, at latest on the departure day. You can pay in cash or with the following cards: Postcard, Maestro, MasterCard, Amexco and Visa.

### 5. Rescission/cancellations

All rescissions have to be made in writing. The receipt of the rescission notice is decisive. The rescission needs to state the reservation number. If bookings are cancelled the hotel is authorised to request the following rates:

Cancellations up to 30 days before arrival are possible free of charge. For cancellations between 29 and 14 days before arrival 50% of the total price are due. 13 to 3 days before arrival 75% of the total price are due. 2 to 0 days before arrival 100% of the total price are due.

In this case the total price stated on the booking overview is decisive.

(we recommend a travel cancellation insurance)

### 6. Rebooking and substitute persons

Changes of travel time and accommodation are defined as rebookings. Until travel start you can request that a substitute person is assigned your rights and duties of the travel contract instead of yourself. The hotel is authorised to disagree with the substitute person, if this person is not meeting the special travel requirements or if the participation would be a breach of legal provisions or official orders. If two or more persons booked a double or multi-bed room together and there is no substitute person for the resigned person, the hotel is authorised to charge the total room price or, if possible, to accommodate the remaining travel participants in another room.

### 7. Cancellation and rescission by the hotel

The hotel has the right to cancel the contract after booking without notice, if the guest continuous to disrupt the hotel business despite warning, is using the booked rooms in a way, which deviates from the contractual definition, or if the guest is behaving contrary to the contract in such a way that the immediate cancellation of the contract is justified. The agreed compensation is unaffected hereof.

### 8. Liability

The guest as such or as host is responsible towards the hotel for all risks undertaken by him/herself or for those of his/her guests. The hotel reserves the right to rescind from the contract, if the service delivery is impossible due to force majeure or industrial action, without any deriving rights against the hotel for this reason. The hotel is liable to the guest for property brought into the hotel in accordance with the statutory provisions. The hotel will bear no liability if the hotel room or receptacles, in which the guest deposited objects, are left unlocked. For valuables there is only a liability, if they are deposited at the reception against receipt. The hotel is not liable for services of a mediated third-party service provider.

### 9. Final provisions

In commercial dealings the place of fulfilment and jurisdiction is the hotel's location. If individual provisions of these GTC shall be invalid, the validity of the remaining provisions is not affected.

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