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HOTEL SCHWEIZERHOF BASEL

General Terms and Conditions (GTC)

1. Scope

These GTC apply to all legal relationships between the guest and Hotel Schweizerhof AG.

General

2. Conclusion of contract

Upon acceptance of the written, telephone, electronic or personal booking, a contract is concluded between the guest and the hotel. These General Terms and Conditions are an integral part of this contract. Notifications by e-mail shall be deemed to have been made in writing.

3. Price information

Unless otherwise stated, all prices are in Swiss francs (CHF) and include the statutory value added tax. The prices quoted are subject to price changes.

4. Terms of payment

Hotel Schweizerhof is entitled to request an appropriate deposit at any time. If no deposit is requested, the entire invoice amount is to be paid by the customer by credit card (Mastercard, VISA, American Express, Diners, JCB, debit card) or by EC/Maestro, Postcard or in cash at the latest on the date of departure.

If payment by invoice is agreed, the entire invoice amount must be paid net within 20 days. A reminder fee of CHF 20.00 will be charged from 4 weeks of delay.

5. Liability

The customer is liable to Hotel Schweizerhof for all damage and loss or other damage caused by him-/herself, his/her employees, his/her agents or event participants or other third parties. Hotel Schweizerhof declines all liability for theft and damage to items brought in by the customer, event participants or third parties.

The customer is obliged to maintain peace and order. He/she undertakes to indemnify Hotel Schweizerhof in full against all civil and public law claims brought against Hotel Schweizerhof by authorities or third parties (including event participants, guests or employees and contractual partners of the client) on the basis of his/her event or to pay for all corresponding claims. Hotel Schweizerhof is liable only for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular for slight or medium negligence or for indirect damage, such as in particular loss of profit, is excluded.



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6. Withdrawal of the Hotel Schweizerhof

If the service to be rendered by Hotel Schweizerhof under the contract is made considerably more difficult or impossible in whole or in part due to force majeure or other circumstances for which Hotel Schweizerhof is not responsible, Hotel Schweizerhof may withdraw in whole or in part without compensation to the extent of the part of the contract not yet fulfilled. Hotel Schweizerhof is also entitled to withdraw without compensation if there is reasonable cause to believe that the events may jeopardise the smooth running of the business, the safety or the reputation of the Hotel Schweizerhof in public. Hotel Schweizerhof expressly reserves the right to assert any claims for damages against the customer.

6.1 Additions relating to epidemics/pandemics (e.g. COVID-19)

6.1.1 Events at the hotel

Cancellation of events booked in hotels, e.g. seminars.

In the event of official bans on events, both parties shall be released from their performance obligation. Any expenses already incurred by the hotel with regard to the event shall be reimbursed if applicable.

6.1.2 Travel restrictions

The guest is unable to arrive because it is not possible to leave his country or to enter Switzerland.

As the arrival has become objectively impossible for the guest, there is in principle no claim to any cancellation fees on the part of Hotel Schweizerhof.

6.1.3 Quarantine

A guest cannot travel because he or she is personally under quarantine by the authorities.

A guest does not wish to travel because he/she would be placed under quarantine by the authorities on entering Switzerland or returning to his/her country of origin.

In this case, the respective cancellation conditions of Hotel Schweizerhof AG apply. The guest may be liable for damages.

6.1.4 Fear of infection

A guest does not wish to arrive or wishes to leave early because, for example, they are afraid of infection. The agreed cancellation conditions of Hotel Schweizerhof AG apply.

6.1.5 Guest is ill

The guest is ill and cannot make the journey.

In case of illness of the guest (whether coronavirus or other illness), the contractually agreed cancellation conditions will be applied. The guest therefore remains liable to pay in accordance with the cancellation conditions. If necessary, the guest has taken out travel insurance which covers the costs.



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7. Cancellations

The hotel reserves the right to stipulate individual cancellation conditions in the contract.

For all cancellations, services provided in advance by Hotel Schweizerhof and its partners must be paid for in full in all cases.

8. Applicable law and place of jurisdiction

All contracts concluded with Hotel Schweizerhof (Hotel Schweizerhof AG) under these GTC shall be governed exclusively by Swiss law. The place of jurisdiction shall be the Cantonal Court of the City of Basel.

Hotel rooms

9. Period of use/scope of services

The hotel rooms are available from 2 pm on the day of arrival and until 12 noon on the day of departure.

The scope of services of the contract is determined by the individually made and confirmed reservation of the guest. Subject to other contractual agreements, the guest has no claim to a specific room.

10. Cancellations and rebookings

10.1. Individual reservations (up to 7 rooms)

Cancellation before 6 pm on the day of arrival: no charge.

Cancellation after 6 pm on the day of arrival or no-show: at least one night will be charged at 100%

10.2. Non Refundable Rate

The offer requires full prepayment by credit card, or a means of payment mentioned in point 4, at the time of booking or at the contractually agreed time. In the event of a change, rebooking, cancellation or no-show, there is no right to a refund.

10.3. For individual and group reservations during trade fairs, congresses and special events, the contractually agreed conditions apply.

10.4. For reservations made via the online booking platforms/third-party providers, the respective reservation and cancellation conditions stated apply.



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Seminars and Conferences

11. Conclusion of contract and general conditions

Following the detailed agreement, you will receive a written confirmation of your reservation. Please return the signed copy to us as confirmation. By doing so, you also accept our general terms and conditions. Please inform us of the binding number of guests at least 24 hours before the start of the event. This number of guests will be invoiced. If the event continues beyond 12 midnight, we will charge you a surcharge of CHF 250 for each additional hour that has elapsed. We charge a tap fee for wines brought to the event by the organiser: CHF 30.00 per 0.75 l bottle of wine or champagne. In the seminar rooms, a uniform offer must be selected. We offer individual invoicing up to a maximum of 12 persons. For parties with more guests we issue a total invoice.

12. Cancellations

For conferences and seminars, the contractually agreed arrangements apply, otherwise the following applies:

- up to 14 days before the start of the event: free of charge
- up to 7 days before the start of the event: 25% of the arranged price
- up to 3 days before the start of the event: 50% of the arranged price
- up to 24 hours before the start of the event 80% of the arranged price
- less than 24 hours before the start of the event or in the event of non-appearance: 100% of the arranged price

The arranged price is:

Menu price x number of persons or the seminar flat rate x number of persons

13. Liability

13.1. Liability for payment

If the customer is not also the organiser, he/she shall be jointly and severally liable with the organiser for the entire invoice amount.

This liability also extends to the expressly agreed direct payment.

13.2. General liability

The organiser shall be liable for any damage to or loss of facilities or inventory caused during the event, without proof of fault on the part of Hotel Schweizerhof being required. The installation of decorative material or other objects is not permitted without the consent of the hotel.

13.3. Miscellaneous

Hotel Schweizerhof AG declines all responsibility for theft and damage to objects, clothing and materials brought by the organiser. Likewise, the hotel declines liability for personal injury. If the hotel has reason to believe that the event will jeopardise the smooth running of the business, the safety or the reputation of the hotel, the hotel shall be entitled to cancel the event without compensation.



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Data protection

The hotel undertakes to comply with the applicable data protection legislation in the handling and processing of all guest data and guest usage data.

1. Data received from you will be used to make a booking/reservation. If you have not previously ticked the relevant box on the registration form, or if you have given your consent in some other way, your data will also be used to send you informative and business communications (e.g. newsletters).
2. The data will be stored in an electronic database.
3. The provision of your data is indispensable as we cannot make a booking without these data. The absence of this information prevents any formation of a contract. In any case, you can choose whether or not to receive informative or commercial communications (e.g. newsletters) by ticking the relevant box on the registration form. This choice can be changed at any time after the initial registration by sending an e-mail to info@schweizerhof-basel.ch.
4. Personal data will be used by the hotel exclusively for the conclusion of the guest accommodation contract. The data will not be passed on to others.
5. The owner of the data is: Hotel Schweizerhof AG - Centralbahnplatz 1, 4002 Basel.
6. The entity responsible for data processing is: Hotel Schweizerhof AG
E-mail: info@schweizerhof-basel.ch
7. You may exercise the following specified rights at any time: Right of access to personal data and other rights.
 - I. The data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, even if not yet recorded, and communication of such data in intelligible form.
 - II. The data subject has the right to obtain information on:
 - a) The origin of the personal data;
 - b) The purposes and methods of the processing;
 - c) The system used, in the event that the data are processed electronically;
 - d) The main data identifying the data controller, the data processors and the designated representative;
 - e) The persons or categories of persons to whom the personal data may be communicated or who may become aware of it.
 - III. The data subject has the right
 - a) to request the updating, the rectification or, where applicable, the integration of the data;
 - b) to request that data processed unlawfully be erased, made anonymous or blocked. This also applies to data the retention of which is not necessary for the purposes for which they were collected or subsequently processed;
 - c) to obtain confirmation that the operations as per letters a) and b) have been notified, as also related to their contents, to those to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
 - IV. The data subject has the right to object, in whole or in part: a) on legitimate grounds, to the processing of personal data concerning him or her, even if pertinent to the purpose of the collection; b) to the processing of personal data concerning him or her where such processing is carried out for the purposes of sending advertising material or direct selling, market or public opinion research or commercial information.



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In the event of a dispute concerning the contents and interpretation of the terms and conditions of this agreement or in the event of contradictions, ambiguities, inconsistencies or discrepancies between the German version and other versions of these Terms and Conditions, the German language version shall prevail, be applicable, binding and final.