



## GENERAL TERMS AND CONDITIONS (hereinafter referred to as GTC)

### 1. Scope of application

These General Terms and Conditions (hereinafter referred to as GTC) apply to the temporary, fee-based provision of hotel rooms for accommodation and reservations at the gourmet-restaurant as well as all related services and deliveries, including any advance services carried out for the Guest. Any terms and conditions of the Guest shall not apply, unless otherwise agreed by both parties in advance. Both consumers and businesses operating commercially can be a Guest within the meaning of these GTC.

All services delivered by Genuss Werkstatt GmbH are based on these GTC. They form an integral part of every contract. Changes to these GTC require a written agreement between the parties.

### 2. Conclusion of contract

The contracting parties are Genuss Werkstatt GmbH (hereinafter referred to as "Schloss Schauenstein") and the customer/client - hereinafter referred to as "Guest". If a third party has acted on behalf of the Guest, the Guest shall be jointly and severally liable towards Schloss Schauenstein together with the third party for all liabilities arising from or in connection with the hotel stay.

The contract is concluded when Schloss Schauenstein accepts the Guest's booking request. If Schloss Schauenstein makes a binding offer to the Guest, the contract is concluded when the Guest accepts Schloss Schauenstein's quote. In both cases, Schloss Schauenstein is free to confirm the booking in writing without this constituting a contractual requirement.

Changes to the content of the contract are only binding once they have been confirmed in writing by Schloss Schauenstein.

### 3. Services, prices, payments, offsetting

Schloss Schauenstein is obliged to keep the hotel rooms and/or table reservation at the gourmet-restaurant booked by the Guest available and to provide the services agreed upon with the Guest. The reserved hotel rooms and/or table reservation are only available to the Guest for the agreed period.

Use of the booked rooms and/or table reservation by Guests other than those stated in the original booking, even if in addition to the original Guests, and the provision of services to recipients other than those listed in the booking, requires prior written consent of Schloss Schauenstein, which may be refused without any reason. Any such refusal does not release the Guest from their payment obligations towards Schloss Schauenstein.

The Guest is obliged to pay Schloss Schauenstein the current or agreed fee for the rooms or table booked and the other services used by them. This also applies to services provided and costs paid to third parties as the Guest's request.

Room and suite prices are based on per room and night including service and VAT at the applicable rate. Included in the price is also the access to the Schloss Schauenstein garden with pool and the use of the



Schauenstein bicycles. All rooms are non-smoking. Schloss Schauenstein reserves the right to charge any cleaning costs to Guests if smoking should occur. The price for breakfast is CHF 42.00 including VAT per person per day and is not included in the room and suite prices.

All prices are quoted in Swiss francs (CHF). Invoices are issued exclusively in CHF. If the period between reservation and the contractually agreed service provision exceeds 6 months, Schloss Schauenstein is entitled unilaterally and without prior notice to the Guest to charge the respective valid prices at the time of the overnight stay. The menu and beverage prices in the gourmet-restaurant may be changed at any time without prior notice to the Guest.

The prices can also be changed by Schauenstein if the Guest subsequently requests changes in the number and/or type of hotel rooms or tables at the gourmet-restaurant booked, the services of Schloss Schauenstein or the duration of the Guests' stay, and Schloss Schauenstein agrees to this in writing. Invoices of Schloss Schauenstein without a due date are considered due and are payable without deduction within 20 calendar days of the invoice date.

Schloss Schauenstein is entitled to demand a down payment of up to 100% of the agreed compensation (including VAT) at any time. This deposit can be paid by bank transfer or credit card. The prepayment amount paid will be credited to the invoice in full, but without interest. The deposit is due at the latest and without reminder with the last written confirmation of reservation, unless otherwise agreed. Any transfer costs shall be born by the Guest. If the advance payment made by the Guest exceeds the balance invoice amount, the difference will be credited to the account used for the advance payment - if technically possible.

A cash payment in excess of CHF 1,000.00 or a refund to an account other than the one used for the advance payment will not be made under any circumstances. The Guest is in default of payment if the invoice amount is not paid at the latest on departure or is irrevocably instructed. After default of payment, Schloss Schauenstein is entitled to charge interest at a rate of 5% p.a.. Schloss Schauenstein also reserves the right to prove that it has suffered greater damage. The Guest is not entitled to a plea of set-off.

The following payment options are offered: Cash, Maestro and Postcard as well as American Express, VISA and Diners Club credit cards.

#### **4. Room provision, handover and return**

##### **4.1 Arrival and departure**

The Guest has not entitlement to the provision of a particular room or table, unless this had been agreed in writing in advance. On the day of arrival, the room will be available from 2.30 p.m. at the earliest. The Guest has no right to an earlier provision. On the agreed day of departure, the hotel room(s) must be vacated and made available for use by 11.30 a.m. at the latest. In the event of premature arrival or late departure, the hotel room(s) can be occupied earlier or left later by arrangement and with the consent of Genuss Werkstatt GmbH. If the room is used longer by the Guest without prior agreement, Genuss Werkstatt GmbH is entitled to charge 50% of the room price until 4 p.m. and 100% of the room price from 4 p.m. onwards.

##### **4.2 Children**

A baby cot for children up to 4 years is free of charge. For children between 4 and 12 years an extra bed can be placed in the parents' hotel room for CHF 80.00 per night. Children of 12 years and older will pay CHF 120.00 for the additional bed. Breakfast is CHF 25.00 per child between 7 and 12 years of age. A CHF 42.00 breakfast charge will apply for children 13 years and older. All prices include current VAT rate.



#### 4.3 Pets

Your well-behaving dog will be accommodated at Schloss Schauenstein on request at a price of CHF 35.00 per day, food not included. Dogs are not allowed in the restaurant, but are welcome to sit behind the reception. We reserve the right to charge the dog owner for any additional cleaning costs and repair costs for any damage incurred.

### 5. Cancellation by the Guest/no show

If a Guest books a hotel room, the Guest is obliged to book a table at the gourmet- restaurant of Schloss Schauenstein.

In the event of cancellation, Schloss Schauenstein grants the Guest the following contractual right of withdrawal:

In case of cancellation before the planned arrival Schloss Schauenstein charges Guest for the booked hotel rooms in connection with a table at the gourmet-restaurant:

- 30 days before is free of charge
- 29 days before 50% of the agreed hotel room price
- 14 days before 80% of the agreed hotel room price
- 7 days before 100% of the agreed hotel room price

for the entire stay if the hotel room cannot be resold up to the reservation date.

For the cancellation of the table in the gourmet restaurant in connection with a hotelroom reservation, a cancellation fee of CHF 240.00 including VAT will be charged per guest if the table is not cancelled up to 30 days before the arrival date or can be resold up to the reservation date.

In case of no show or early departure, the full hotel room price and CHF 240.00 per person including VAT will be charged for the restaurant table.

Schloss Schauenstein grants the restaurant Guests (bookings for a table without a hotel room) the following right of withdrawal:

A cancellation of the restaurant table up to 14 days before the date is free of charge. Thereafter, a cancellation fee of CHF 240.00 per guest (including VAT) will be charged if the table cannot be resold up to the reservation date.

For a group reservation (more than 6 persons) a cancellation up to 30 days before the date is free of charge. Thereafter, a cancellation fee of CHF 240.00 (including VAT) will be charged per guest if the table cannot be resold up to the reservation date.

In case of no show or early departure CHF 240.00 including VAT will be charged per person for the restaurant table.

Schloss Schauenstein recommends taking out travel cancellation insurance.

## 6. Withdrawal by Schloss Schauenstein

If a deposit or other payment security agreed or requested in accordance with section III above has not been paid even after Schloss Schauenstein has set a reasonable short grace period, Schloss Schauenstein shall be entitled to withdraw from the contract with immediate effect. Furthermore, Schloss Schauenstein is entitled to withdraw from the contract with immediate effect if the acceptance, continuation or complete fulfilment of the contractual relationship is not or no longer reasonable for Schloss Schauenstein, but, among other things, if - higher violence/other circumstances for which Schloss Schauenstein is not responsible make the fulfilment of the contract appear unreasonable, - rooms with misleading or false statements of essential facts (e.g. Schloss Schauenstein has reason to believe that the use of the hotel services may endanger the smooth business operations, the security or the reputation of the other Guests and/or Schloss Schauenstein, without this being attributable to the domain or organisational area of Schloss Schauenstein. In the aforementioned cases Schloss Schauenstein is entitled to withdraw from the contract immediately and the Guest of the accommodation has no claim for damages. Any down payments or payment guarantees made by the Guest shall or shall be due to Schloss Schauenstein in accordance with the provisions laid down in Clauses III and V. liability of Schauenstein Schauenstein.

In principle, Schloss Schauenstein shall only be liable to the Guest staying at Schloss Schauenstein for the latter's wilful or grossly negligent damage which has occurred as a direct result of the contractual obligations assumed by Schloss Schauenstein not being fulfilled or having been fulfilled to a considerable extent. In any case, the amount of compensation shall be limited to a maximum of the accommodation allowance booked by the Guest or actually paid on departure (excluding VAT and cash withdrawals). Should disturbances or defects in the services of Schloss Schauenstein occur, Schloss Schauenstein will endeavour to provide remedy upon knowledge or on the Guest's immediate complaint. The Guest is obliged to do everything reasonable to remedy the disturbance and to keep any possible damage as low as possible, as well as to inform Schloss Schauenstein immediately of any disturbances or damage.

In the event of loss or damage to objects brought in, Schloss Schauenstein shall also only be liable for intent and gross negligence. Insofar as Schloss Schauenstein is legally liable for third parties, it shall also only be liable if the third party is guilty of gross negligence; the liability of Schloss Schauenstein shall be excluded if the third party caused the damage intentionally. Schloss Schauenstein's liability is expressly limited, in particular for third-party and reflex damage, to the benefits provided by Genuss Werkstatt GmbH's insurance against damage to third parties (general liability insurance). Any further liability is expressly excluded.

A liability for valuables and cash only exists if they are kept in the room safe or handed in at reception against receipt, up to a maximum amount of CHF 2,000 per claim. Schloss Schauenstein is not liable for damages resulting from force majeure. Any liability claims shall lapse without compensation if the Guest does not notify Schloss Schauenstein in writing immediately after gaining knowledge of loss, destruction or damage. Schloss Schauenstein is not liable for the loss or damage of parked or manoeuvred motor vehicles of the Guests and their contents on the Schloss Schauenstein property, except in cases of intent or gross negligence.

Messages, mail and goods for the Guest are handled with care. Schloss Schauenstein will take care of delivery, storage and - on request - forwarding of the same for a fee. Claims for damages which are not based on gross negligence or intent as well as third-party or reflex damage are excluded.



## **7. Closing provisions, place of jurisdiction, applicable law and address for service**

Unilateral amendments or supplements to these GTC by the Guest are null and void, even if in written form. Place of performance and payment is Fürstenu. Should individual provisions of these GTC for the temporary and remunerated provision of Schloss Schauenstein premises for accommodation be invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to immediately replace the invalid provision by a valid provision that comes as close as possible in economic terms to the original intention. The contractual relationship between the Guest and Genuss Werkstatt GmbH is subject exclusively to Swiss substantive law to the exclusion of all provisions of the IPRG and any applicable bilateral and multilateral international agreements. Fürstenu is the exclusive place of jurisdiction for all claims arising from or in connection with the accommodation contract between the parties mentioned above. The contractually agreed place of jurisdiction shall also apply to any pre-litigation interim measures. The foreign Guest, or Guests without a permanent residence or with unknown residence, hereby declare that they wish to be subject to compulsory enforcement in Switzerland within the meaning of Art. 50 paragraph 2 SchKG and choose Fürstenu as their special domicile in favour of Genuss Werkstatt GmbH for the fulfilment of all obligations arising from or in connection with the present accommodation contract. The Guest resident abroad, as well as the Guest not permanently resident or with unknown residence, agrees that any court and/or enforcement documents of the court or enforcement authorities, including rulings and decisions, intended for him may be sent with legally binding effect to the address of Schloss Schauenstein.

Fürstenu, March 2019