

# **General Terms and Conditions (GTC)**

### 1. Scope

These terms and conditions apply to all legal relationships between the guest and the Landgasthof Adler Application.

# Generally

#### 2. Conclusion of contract

With the receipt of the written, telephone, electronic or personal booking, a contract is concluded between the guest and the Landgasthof Adler. These general terms and conditions are part of this contract. Messages sent by email are deemed to be in writing.

### 3. Price information

Unless otherwise stated, all prices are in Swiss francs (CHF) and include statutory VAT. The prices stated are subject to price changes.

# 4. Terms of payment

The Landgasthof Adler is entitled to request an appropriate deposit at any time. If no deposit is requested, the entire invoice amount must be paid by the customer by credit card (Master, VISA, debit card (EC/Maestro, Postcard) or in cash at the time of departure at the latest.

If payment by invoice is agreed, the entire invoice amount must be paid net within 10 days. A reminder fee of CHF 20.00 will be charged for 4 weeks or more of delay.

### 5. Liability

The customer is liable to the Landgasthof Adler for all damage and loss or other damage caused by himself or third parties associated with him. The Landgasthof Adler accepts no liability for theft or damage to items brought in by the customer or third parties.

The customer is obliged to maintain peace and order. He undertakes to fully indemnify the Landgasthof Adler from all civil and public law claims brought against the Landgasthof Adler by authorities or third parties (including guests or employees and contractual partners of the customer) as a result of his event, or to pay for all corresponding claims.

## 6. Withdrawal of the Landgasthof Adler

If the service to be provided by the Landgasthof Adler is made entirely or partially difficult or impossible due to force majeure or other circumstances for which the Landgasthof Adler is not responsible, the Landgasthof Adler may withdraw from the contract in whole or in part without compensation to the extent of the part of the contract that has not yet been fulfilled. The Landgasthof Adler is also entitled to withdraw without compensation if there is reasonable cause to believe that the event could endanger the smooth running of the business, the security or the public reputation of the Landgasthof Adler. The Landgasthof Adler expressly reserves the right to make any claims for damages against the customer.

### 7. Cancellations

The Landgasthof Adler reserves the right to contractually stipulate individual cancellation conditions. For all cancellations, services provided in advance by the Landgasthof Adler and its partners must be paid in full in all cases.



#### 8. Applicable law and place of jurisdiction

For all contracts concluded with Landgasthof Adler under these Terms and Conditions, Swiss law applies. Any legal disputes will be settled by the local courts in the municipality of Pratteln.

### hotel room

#### 9. Duration of use/ scope of services

The hotel rooms are available from 2 p.m. on the day of arrival until 12 p.m. on the day of departure.

The scope of the contract is determined by the guest's individually made and confirmed reservation. The guest has - subject to other contractual agreements -

no right to a specific room.

10. Cancellations and rebookings (if no contractual agreements)

#### 10.1. Individual reservations (up to 2 rooms)

Cancellation up to 48 hours before arrival: no costs

Cancellation up to 24 hours before arrival: 20% of the booked arrangement

Cancellation within 24 hours or less before arrival: 100% of the booked arrangement

#### 10.2. Group reservations (3 rooms or more)

Cancellation up to 7 days before arrival: no costs

Cancellation up to 3 days before arrival: 50% of the booked arrangement

Cancellation within 48 hours or less before arrival: 100% of the booked arrangement

### 10.3. Non-Refundable Rate

The offer requires full prepayment by credit card at the time of booking. In case of change or cancellation there is NO right to a refund

- 10.4. For individual and group reservations for special events, the contractually agreed arrangements apply.
- 10.5. For reservations made via the online booking platforms, the respective reservation and cancellation conditions apply.

### 10.6. Guest animals

We ask that you do not let your dog run around the hallways and corridors, in the stairwell or on the entire property without a leash. Of course, your four-legged friend can move around freely in the rooms. It is generally not permitted to leave dogs (or cats) lying in the bed, on the armchair, etc. without appropriate protection. Please ensure that your dog does not do its business anywhere on the property, not even briefly to mark.

### banquets, seminars, meetings and gatherings

## 11. Conclusion of contract and general conditions

After the detailed agreement, you will receive a written confirmation of your reservation. We ask you to return the signed copy to us as confirmation. You thereby also accept our terms and conditions. Please inform us of the binding number of guests at least 24 hours before the start of the event. This will be invoiced. If the event lasts longer than midnight, we will charge you a surcharge of CHF 250.- per started and additional hour. For



For wines that the organizer brings to the event, we charge corkage fee: per 0.75L bottle of wine CHF 30.00

A uniform menu must be selected in the banquet rooms. We offer individual billing for up to 20 people. For groups with more guests, we will issue a total bill.

#### 12. Cancellations

For banquets, meetings, assemblies and seminars, the contractually agreed arrangements are otherwise free of charge until 14

days before the start of the event

up to 7 days before the start of the event 25% of the arrangement

up to 3 days before the start of the event 50% of the arrangement up

to 24 hours before the start of the event 80% of the arrangement

in case of no-show 100% of the arrangement

The arrangement is: menu price x number of people or the seminar flat rate x number of people

### 13. Liability

### 13.1. Payment liability

If the client is not also the organizer, he is jointly and severally liable with the organizer for the entire invoice amount. This liability also extends to the expressly agreed direct payment.

### 13.2. General Liability

The customer is liable for any damage or loss to facilities or inventory caused during the event, without the Landgasthof Adler being required to provide proof of fault. The attachment of decorative material or other objects is not permitted without the consent of the Landgasthof Adler.

# 13.3. Liability for extraordinary cleaning work

Our rooms are non-smoking rooms. If smoking is still carried out in the room, the Landgasthof Adler can ask the guest to leave the hotel. In any case, a cleaning fee of CHF 100.00 will be charged.

# 13.4. Miscellaneous

The Landgasthof Adler declines all responsibility for theft and damage to objects, clothing and materials brought along. The Landgasthof Adler also declines liability for personal injury.

### data protection

The hotel undertakes to observe the applicable data protection legislation when handling and processing all guest data and guest usage data.

1. The data received from you will be used to make a booking/reservation.

If you have previously checked the relevant box or you have otherwise agreed, your data will also be used to send you informative and commercial communications (e.g. newsletters).

- 2. The data is stored in an electronic database.
- 3. Providing your data is essential because without it we cannot make a booking. Failure to provide this information will prevent any contract from being formed. In any case, you can choose whether or not you wish to receive informative or commercial communications (eg newsletters) by checking the relevant box on the registration form. This choice can be changed at any time after the initial registration.
- 4. The personal data will be used by Landgasthof Adler exclusively for the conclusion of the booking contract. The data will not be passed on to third parties.
- 5. The owner of the data is: Landgasthof Adler, Dorfstrasse 35, 4303 Kaiseraugst
- 6. The person responsible for data processing is: Landgasthof Adler



Email: info@adler-kaiseraugst.ch

- 7. You can exercise the following rights at any time: Right of access to personal data and other rights.
- I. The data subject has the right to obtain information as to whether or not data concerning him or her are being processed, even if these have not yet been stored; he or she also has the right to have his or her this data is transmitted in an intelligible form.
- II. The data subject has the right to information about:
  - a) the origin of the personal data
  - (b) the purposes and methods of processing;
  - (c) the system used, if the data are processed electronically;
  - d) the most important data for identifying the data holder, the person responsible and designated representative;
  - (e) the persons or categories of persons to whom the personal data may be disclosed or who may become aware of them.
  - III. The data subject has the right
  - (a) updating, rectification or, where applicable, , the addition of data to demand:
  - b) to demand that unlawfully processed data be deleted, anonymised or blocked. This also applies to data
    whose retention is not necessary for the purposes for which they were collected or subsequently
    processed
  - (c) to obtain confirmation that the information provided under points (a) and (b) transactions, including their content, have been communicated to those to whom the data were transmitted or from whom they were distributed, unless this proves impossible or the expenditure of resources would be disproportionate to the protected right.
- IV. The data subject has the right to obtain, in whole or in part:
  - a) to object, for legitimate reasons, to the processing of personal data concerning him or her, even if such data are pertinent to the purpose of the collection;
  - (b) to object to the processing of personal data concerning him or her for the purposes of sending advertising material or direct selling, for market or opinion research or for commercial information.