

1. Basic principles

These General Terms and Conditions (GTC) govern the legal relationship between the guest / customer, hereinafter referred to as the guest, and VISTA Hotels & Restaurants SA as the operator of the VISTA Lakefront Boutique Hotel, hereinafter referred to as the hotel. For the sake of simplicity, the term "contract" is always used in these GTC, regardless of the service in question.

The terms and conditions of the hotel valid at the time of conclusion of the contract shall apply exclusively. The guest's general terms and conditions shall only apply if this has been expressly agreed in writing before the contract is signed.

Should individually provisions of these General Terms and Conditions be ineffective or invalid, this shall not affect the validity of the contract and the remaining provisions of the General Terms and Conditions. In all other respects, the statutory provisions shall apply.

2. Place of jurisdiction / Applicable law

The place of authority for any disputes arising from this contract is Locarno, Ticino, unless another legally binding place of jurisdiction exists.

Swiss law shall apply exclusively to all contractual and reservation agreements, any additional agreements and general terms and conditions. The place of performance and payment is the registered office of the hotel.

3. Definitions

Groups: groups within the meaning of these GTC are travel groups with a minimum number of 30 booked persons.

Written confirmations: written confirmations also include e-mail messages.

The contractual partners: are the guest and the hotel.

4. Subject matter of the contract / Scope of application

The contract for the rental of rooms, seminar rooms, areas and the purchase of other goods and services is concluded with the written confirmation of the guest or by implication. A reservation made on the day of arrival itself is binding at the moment of acceptance by the hotel.

Amendments to the contract shall only become binding for the hotel upon (written) reconfirmation. Unilateral amendments or additions to the contract by the guest are invalid. The subletting and re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.

5. Scope of services

The scope of the contract is determined by the individual reservation made and confirmed by the guest. Subject to other contractual agreements, the guest is not entitled to a specific room.

If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must inform the guest in suitable time and offer an equivalent replacement in a nearby hotel of a comparable or higher category. Any additional expenses for the alternative accommodation shall be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately refund any payments already made by the guest (e.g. deposits). The guest shall have no further claims.

6. Duration of use

Subject to other agreements, the guest has the right to use the rented rooms from **3:00 p.m.** on the agreed day of arrival until **11:00 a.m.** on the day of departure. In the event of arrival after **8:00 p.m.**, the guest must inform the hotel of the later arrival by telephone or in writing by **6:00 p.m.** on the day of arrival at the latest, otherwise the hotel may freely dispose of the rooms.

If the guest is late in vacating the room by **3 hours** or more, the hotel may charge **100%** of the full accommodation price (list price) for use in excess of the contractual period. Contractual claims of the guest for the proper further use of the areas are not justified by this; the assertion of damages remains reserved. If the guest leaves the room late, the hotel reserves the right to remove the guest's items from the room and store them in a suitable place in the hotel for a fee.

7. Prices / Obligation to pay.

The prices communicated by the hotel are in Swiss francs (CHF) and include the statutory value-added tax. The guest is obliged to pay the agreed or applicable prices of the hotel for the room rental and the other services used by him. This also applies to orders placed by his companions and visitors. Any increase in statutory charges after conclusion of the contract shall be borne by the guest. Prices in foreign currencies are approximate and will be charged at the current exchange rate. The prices in Swiss francs (CHF) confirmed by the hotel are valid.

Prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guest's stay. The hotel requires a credit card for all bookings, regardless of their duration, as a guarantee and to cover the contractually agreed services. Depending on the agreement or from a reservation amount of **CHF 1000.00**, the hotel may require a deposit of **30%** of the total booking amount. The deposit is to be understood as a partial payment of the agreed fee. The hotel may also require a credit card guarantee instead of a deposit. An advance payment must be transferred within **5 working days** of receipt of the reservation confirmation. If the reservation is made at shorter notice, the hotel requires a credit card guarantee for the entire booking amount.

If the down payment or the credit card guarantee is not made on time, the hotel may withdraw from the contract (including all promises of services) immediately (without reminder) and demand the cancellation costs listed in Section 10 of these GTC. The hotel has the right to invoice or interim invoice its services to the guest at any time.

The final invoice shall include the agreed price plus any additional amounts incurred because of additional services provided by the hotel for the guest and/or the persons accompanying the guest. Unless otherwise agreed, the final invoice must be paid in Swiss francs in cash or by accepted credit card at the latest at check-out on the day of departure. The hotel may charge a reminder fee of **CHF 15.00** for each reminder. The defense of set-off against claims of the hotel is excluded.

8. Withdrawal by the hotel

Up to and including **5 days** before the agreed date of arrival of the guest, the hotel may withdraw from the contract without incurring any costs. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily and with immediate effect at any time for objectively justified reasons by means of an immediate unilateral and written declaration: objectively justified reasons include, for example.

- An agreed advance payment or security deposit is not made within the period set by the hotel.
- Force majeure or other circumstances for which the hotel is not responsible, and which make the fulfillment of the contract objectively impossible.
- rooms or rooms that are booked or used under misleading or false information, e.g. in the person of the guest or the purpose of use or stay.
- the hotel has reasonable grounds to believe that the use of the agreed services may impair the smooth operation of the business, the safety of other hotel guests or the reputation of the hotel.
- the guest has become insolvent (bankruptcy or unsuccessful seizure) or has stopped making payments.
- the purpose or reason for the stay is unlawful.

If the hotel withdraws from the contract for the aforementioned reasons, the guest shall not be entitled to any compensation and the compensation for the booked services shall remain due.

9. Cancellation of the reservation / Cancellation fees

a) Cancellation

Cancellation of the reservation requires the written consent of the hotel. If this is not given, the agreed price must be paid even if the guest does not make use of contractual services. If the guest does not show up ("no-show"), at least **100%** of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the arrival of the guest's written cancellation at the hotel. This applies to both letters and **e-mail** messages.

If the guest withdraws from the contract without an authorized cancellation, or if certain reserved services are changed or cancelled, the hotel may charge the following cancellation fees.

b) Cancellation fees:

Individual reservations

- Up to and including 5 days before the agreed arrival date, the guest may withdraw from the contract without incurring any costs. After this period, the total amount of the stay will be charged.

Cancellations or changes to prepaid bookings with a non-refundable rate are subject to a 100% fee, regardless of the date of cancellation or change.

Group reservations

The following cancellation fees apply if more than **5 rooms** in a group (see section 3) or **30%** of the booked services are canceled.

- Up to and including **4 weeks** before the agreed arrival date, the group reservation can be canceled at no cost.
- After this period, the total amount of the stay will be charged.

c) Loss minimization

The hotel shall endeavor to reallocate the unused services for cancelled individual and group reservations. If the hotel can provide the canceled services to third parties during the agreed period, the guest's cancellation fee shall be reduced by the amount paid by these third parties for the canceled service.

10. Impossible arrival

If the guest cannot arrive or cannot arrive on time due to force majeure (flood, avalanche, earthquake, etc.), he/she is not obliged to pay the agreed fee for the missed days. The guest must prove the impossibility of arrival. However, the obligation to pay for the booked stay is revived from the moment the guest can arrive.

11. Early departure

If the guest departs early, the hotel is entitled to charge 100% of the total booked services. In the event of early departure, the hotel shall endeavor to reallocate the unused services. If the hotel can provide the unused services to third parties during the agreed period, the guest's invoice amount shall be reduced by the amount paid by these third parties for the canceled service.

12. Stay / Keys / Security / Internet / Smoking

The hotel room is reserved exclusively for the registered guest. The transfer of the room to a third person or its use by an additional person requires the (written) permission of the hotel.

By concluding a contract, the guest acquires the right to the customary use of the rented rooms and the facilities of the hotel by all booked persons, which are usually accessible to the guests for use without special conditions, and to the customary service. The guest must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

The room card/key provided by the hotel remains the property of the hotel and allows 24-hour access to the hotel. The loss of the card/key must be reported immediately to reception. The guest will be charged **CHF 20.00** for a damaged card and **CHF 30.00** for the loss of the card/key.

To access the Internet, guests must obtain their personal login details from reception. This service is free of charge for all guests. Guests are responsible for the use of their login details. They are liable for misuse and illegal behavior when using the Internet.

Smoking not allowed in all public areas and in the room. Smoking is permitted on the terraces and balconies (as long as it does not disturb the neighboring guests).

13. Extension of the stay

Unless otherwise agreed, the guest is not entitled to an extension of his/her stay. If the guest is unable to leave the hotel on the day of departure due to unforeseeable extraordinary circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) and all departure options are blocked or unusable, the contract shall be automatically extended under the previous conditions for the duration of the impossibility of departure.

14. Additional conditions for groups

Group rates are only applicable if agreed in advance and confirmed in writing by the hotel. For groups of less than **30 persons**, the rates for individual travelers apply. The joint arrival and/or departure of groups must be notified to the hotel in writing **2 days** prior to arrival. Only one total invoice will be issued to the tour guide, who is fully liable for this amount.

The final number of persons in the group (incl. list of names) must be communicated to the hotel no later than **4 weeks** before the group's arrival. If the group is smaller than originally registered, the missing persons will be charged at **100%** of the proportionately booked services. Additional persons will be counted and billed as individual travelers, subject to availability. If a group reservation is canceled, the cancellation fees listed under point 10 apply.

15. Food and beverages

All food and drinks are to be purchased exclusively from the hotel and its restaurants.

In particular cases (specialties, etc.), a different written agreement can be made. In such a case, the hotel is entitled to charge a service fee or a corkage fee (see separate list).

16. Handling of events

As far as the hotel procures technical and other equipment from third parties for the guest at the guest's request, it shall act for the account of the guest.

The guest is liable for the careful handling and proper return of the facilities. The guest shall indemnify the hotel against all third-party claims arising from the provision of these facilities.

The use of the guest's own electrical equipment and appliances using the hotel's electricity network requires the hotel's prior written consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of these devices and equipment shall be borne by the guest, unless the hotel itself is responsible for them. The hotel may record and charge a flat rate for the electricity costs arising from the use of the electrical systems and equipment.

With the hotel's consent, the guest is entitled to use his own telephone and data transmission equipment. The hotel may charge connection fees for this (see separate list).

Faults in technical or other equipment provided by the hotel will be rectified as quickly as possible upon notification by the guest. As far as the hotel is not responsible for the malfunctions, neither service claims shall be reduced, nor liability established as a result of malfunctions.

The guest must obtain any official permits required for the event at his own expense. The guest is responsible for complying with the permits and all other public law regulations in connection with the event. Fines for a breach of the permits are to be paid by the guest.

The guest is responsible for overseeing the formalities and settlements required in connection with music performances and sound reinforcement with the responsible institutions (e.g. SUISA).

17. Objects brought in by the guest.

Any exhibits or other items, including personal items, brought into the event rooms or the hotel premises are at the risk of the guest. The hotel assumes no obligation to guard or store such items. The hotel accepts no liability for the loss, destruction or damage of items brought into the hotel, except in cases of gross negligence or intent on the part of the hotel. The guest is responsible for insuring any items brought into the hotel.

Any decoration material brought into the hotel must comply with fire regulations. The hotel is entitled to demand official proof of this. Due to damage, the installation and attachment of objects must be agreed with the hotel in advance.

Any exhibits or other items brought in must be removed immediately after the end of the event. The hotel may remove and / or store any items left behind at the guest's expense. If the removal involves disproportionately excessive costs, the hotel may leave the items in the event room and charge the guest the usual room rent for the duration of their retention. Packaging material (cardboard, boxes, plastic, etc.) that is generated in connection with the delivery of the event by the guest or third parties must be disposed of by the guest. If the guest leaves packaging material behind in the hotel, the hotel is entitled to dispose of it at the guest's expense.

18. Actions, use and liability.

a) Hotel

The hotel shall not be liable to the guest for slight and medium negligence within the scope of the statutory possibilities and shall only be liable for damage caused intentionally or through gross negligence. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to remedy the situation upon immediate notification by the guest. If the guest fails to notify the hotel of a defect in suitable time, there shall be no entitlement to a reduction in the contractually agreed remuneration. The hotel is liable for items brought in by guests in accordance with the statutory provisions, i.e. up to the amount of **CHF 1000.00**. Items which the guest keeps in his hotel room and the safe provided for this purpose are deemed to have been brought in. The hotel is not liable for slight or medium negligence. If valuables (jewelry, etc.), cash or securities are not handed over to the hotel for safekeeping, the hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables are always kept in the safe at reception. If any damage is not reported to the hotel as soon as it is discovered, the guest's claims shall be forfeited.

The hotel is not liable under any legal title for services which it has merely arranged for the guest. The hotel accepts no liability for theft of or damage to material brought in by third parties.

b) Guest

The guest is liable to the hotel for all damage and loss caused by him, his companions or assistants or event participants, **without the hotel having to prove fault on the part of the guest.**

The guest is responsible for the correct use and proper return of all technical aids / equipment provided by the hotel or procured on its behalf via third parties and is liable for damage and loss. The guest is liable to third parties for services and expenses incurred by the hotel.

c) Third

If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the ordering party together with the guest as joint and several debtors for all obligations arising from the contract. Irrespective of this, each customer is obliged to pass on to the guest all information relevant to the booking, in particular these General Terms and Conditions.

19. Keeping of animals

Animals may only be brought into the hotel with the prior consent of the hotel *and for a fee*. The guest who brings an animal into the hotel is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by a suitable third party at his own expense.

20. Lost property

Lost property will only be forwarded on request if the ownership is clear, and the residential/business address is known. The guest bears the costs and the risk of forwarding.

After a 6-month retention period, the items are disposed of.

21. Further provisions

If the guest requests services that are not provided by the hotel itself, the hotel acts merely as an agent. The statutory limitation periods shall apply. Insofar as these can be amended, an absolute limitation period of 6 months after departure shall apply to claims for damages by the guest.

Advertisements in the media (such as newspapers, radio, television, internet) with reference to events at the hotel, with or without the use of the unchanged company logo, require the prior written consent of the hotel.

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