

General Terms and Conditions – Retreat Hotel Z Aeschiried

Represented by Z Hause GmbH, Alpenstrasse 31, 3626 Hünibach (hereinafter “the Hotel”)

I. Scope and Validity

These terms and conditions apply to accommodation contracts, meals, and all additional services and deliveries provided by the Hotel to the guest.

Any deviating conditions—including those in a guest’s or booker’s own terms and conditions—shall not apply unless explicitly agreed upon in writing by the Hotel.

These terms form an integral part of the accommodation agreement between the Hotel and the guest. By submitting a booking request, the guest accepts these conditions. A request by phone or email is also deemed as acceptance.

II. Contract Formation

An accommodation contract (hereinafter “the Contract”) comes into effect when the Hotel confirms a booking request from the guest.

Contracting parties are Z Hause GmbH (the Hotel) and the guest. If a third party makes the booking, they shall be jointly and severally liable with the guest for all obligations under the Contract. The booker is also responsible for passing on all relevant information—including these terms and the house rules—to the guest, and for submitting guest identity details required for registration with authorities.

The subletting or transfer of rooms or use of rooms for other purposes than accommodation requires prior written approval from the Hotel.

III. Services, Prices, Payment

The Hotel agrees to provide the booked room(s) and associated services in accordance with these terms.

If the guest or associated individuals have previously violated legal provisions, these terms, house rules, or core values of the Hotel—despite verbal or written warnings—the Hotel reserves the right to reject future bookings or cancel existing direct bookings without explanation. No right to compensation or damages shall arise in such cases.

The guest is obligated to pay the agreed price for accommodation and any additional services used. This includes costs initiated by the guest or booker to third parties (e.g. catering services).

If more than four months pass between contract signing and performance, the Hotel may adjust prices by up to 10% in line with general rate changes.

Prices may also be adjusted if the guest later changes the number of rooms, services, or duration of stay and the Hotel agrees to such changes.

Unless otherwise agreed, additional services will be charged based on actual usage.

All prices are in Swiss Francs (CHF), per room and night, including VAT but excluding visitor’s tax. Another currency may be agreed in writing; exchange rates shall follow the official Swiss bank rate on invoice date.

For individual guests, full prepayment is due upon booking unless otherwise agreed. For group bookings, a down payment is required to confirm the reservation. All other invoices are payable immediately upon receipt without deductions. In the absence of an agreement, the guest automatically enters default 30 days after the due date.

In case of default, the Hotel may charge 5% annual interest (private guests) or 8% (business clients), plus CHF 20.00 per reminder. The Hotel may transfer claims to third parties.

The Hotel may request advance payments or security deposits at contract signing or during the stay. It may also issue interim invoices during the stay, payable immediately.

The offsetting of any counterclaims is excluded. Payments must be made regardless of complaints. No withholding is allowed.

IV. Guest Cancellation

Guests may cancel their booking at any time. The following rules apply:

If a cancellation occurs, the Hotel is entitled to reasonable compensation.

Instead of calculating actual damages, the Hotel may charge a flat-rate cancellation fee: the agreed price less the visitor's tax. The guest may prove that no or lower damage was incurred.

These terms also apply if the guest fails to make use of services without notifying the Hotel in time.

If the Hotel has granted an option to withdraw within a certain period without consequences, no compensation is owed. The timing of the cancellation notice is based on receipt by the Hotel. Cancellation must be in writing.

V. Hotel Cancellation Rights

The Hotel may withdraw from the contract if the booking is not yet confirmed, agreed advance payments are not received on time, or a free cancellation option was granted. No guest claims arise in such cases.

The Hotel may also cancel for just cause, especially if:

- Force majeure or other unforeseeable events prevent fulfilment
- Rooms were booked with misleading or false information (e.g. guest identity or stay purpose)
- Important information (e.g. identity) is withheld or not provided on request
- There is reason to believe that the stay may disrupt operations, pose safety risks, or harm the Hotel's reputation, without the Hotel being responsible

This includes guests who, despite verbal or written warnings, fail to respect the calm and considerate environment expected in a retreat hotel—for example, loud speakerphone calls in shared spaces, disturbing other guests or repeated breaches of house rules.

- Unauthorised subletting as per II.3
- Deteriorated financial circumstances post-contract
- Non-payment of due Hotel claims
- Guest becomes insolvent or enters debt restructuring proceedings

The Hotel will notify the guest of the cancellation in writing or via email without delay.

No guest claims to compensation or damages exist in these cases.

In all other cases, the Hotel may offer an equal or better alternative. If this is not possible, liability is limited to the demonstrable damage up to the level for which the guest would be liable in the event of cancellation.

VI. Arrival and Departure

The guest has no right to specific rooms unless the Hotel has confirmed this in writing.

Rooms are available from 4:00 p.m. on the agreed arrival date. There is no right to earlier check-in.

Arrival after 9:00 p.m. is only possible upon prior request. If the guest fails to arrange this, access may not be guaranteed and no refund is due.

On the agreed departure date, rooms must be vacated by 11:00 a.m. (10:00 a.m. for groups). For late checkout, the Hotel may charge CHF 35.00 per hour or 100% of the room rate after 4:00 p.m.

VII. Hotel Liability, Statute of Limitations

If any service disruptions or defects occur, the guest must inform the Hotel immediately via standard communication channels (e.g. email or main phone number). Price reductions require timely notice.

The Hotel is liable under applicable law for damages to life, body, and health, as well as for intentional or grossly negligent conduct, or in case of guarantees.

In all other cases, liability is limited to foreseeable damages typical for such contracts and only for breaches of essential obligations due to slight negligence.

These liability limitations also apply to claims against Hotel staff or agents. They do not apply to cases involving personal injury, hidden defects, or specific guarantees.

The Hotel is liable for guest property only up to CHF 1,000 unless proven at fault. For valuables not deposited with the Hotel, liability is limited to intent or gross negligence and in any case to CHF 5,000. Damages must be reported immediately.

If parking is provided (even for a fee), this does not create a storage contract. The Hotel is not liable for vehicle loss or damage unless caused intentionally or by gross negligence. Any such damage must be reported before leaving the premises.

Lost property is forwarded at guest's risk and expense. Liability is excluded except in cases of gross negligence or intent. Lost items are kept for one month.

The statutory limitation periods apply. For damages, the maximum limitation period is three months after departure.

VIII. Liability for Damages and Unpaid Consumption

The house rules form an integral part of the contract. In group bookings, the booker is jointly and fully liable for compliance and for any damage caused by participants.

The booker is also jointly liable for unpaid consumption or services by members of their group.

From key handover onwards, the guest is liable for any damage to the room or furnishings. Damages are billed based on replacement value including procurement and installation costs. This includes heavy soiling (e.g. due to smoking or cooking), flooding, or significantly improper handover. The guest also bears costs for fire brigade deployment due to misconduct, additional cleaning, or revenue loss if the room cannot be re-let the same day.

Billing is addressed to the booker. The guest and booker are jointly liable. Invoices are payable within 14 days.

IX. Final Provisions

Changes or amendments to the contract or these terms must be in writing. Oral agreements must be confirmed in writing. Unilateral changes by the guest are invalid.

If any provision is or becomes invalid, this does not affect the validity of the remaining terms. Invalid provisions shall be adjusted to the nearest permissible level.

The place of performance and payment is the Hotel's registered office.

The parties shall first attempt to settle any disputes amicably. Exclusive place of jurisdiction is the Hotel's registered office.

Swiss substantive law shall apply exclusively, excluding international private law provisions.