

General Terms and Conditions for the Hotel Accommodation Contract at Central Sporthotel Davos, Switzerland



I. Scope of application

1. these terms and conditions apply to contracts for the rental of hotel rooms and apartment apartments for accommodation as well as all other services and deliveries accommodation as well as all other services and deliveries provided to the customer by the hotel / apartment (hereinafter referred to as "hotel").
2. the subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.
3. the customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.

II Conclusion of contract, partner; limitation period

1. the contract is concluded by the hotel's acceptance of the customer's application. If the hotel makes the customer a binding offer, the contract (=confirmation) is concluded when the customer accepts the hotel's offer. In both cases, the hotel is free to confirm the room booking in writing.
2. the contractual partners are the hotel and the customer. If a third party has booked on behalf of the customer, the customer shall be liable to the hotel together with the third party as joint and several debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the customer.
3. all claims of the customer or the third party against the hotel shall become time-barred one year after the commencement of the regular limitation period based on knowledge. Claims for damages against the hotel shall become time-barred after 5 years at the latest, irrespective of knowledge. These reductions in the limitation period do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III Services, prices, payments, offsetting

1. the hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. the customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services used by him. This also applies to services and expenses of the hotel to third parties arranged by the customer.
3. the agreed prices include the respective statutory value-added tax. If the period between conclusion and fulfillment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price by a reasonable amount, by a maximum of 5%.
4. the prices may also be changed by the hotel if the customer subsequently wishes to change the number of rooms booked, the hotel's services or the length of stay of the guests and the hotel agrees to this.
5. invoices of the hotel without a due date are payable without deduction within 10 calendar days of receipt of the invoice. The hotel is entitled to declare accrued claims due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to charge the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, 5 percentage points above the base interest rate. In addition, the hotel may charge a fee of CHF 5.00 per reminder in the event of default. The hotel reserves the right to prove and assert higher damages.
6. the hotel is entitled, upon conclusion of the contract

contract or thereafter, taking into account the legal provisions for package tours, to demand a reasonable reasonable advance payment or security deposit. The amount of the advance payment and the payment dates may be agreed in writing in the contract.

7. the customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

IV. Withdrawal by the customer (cancellation) / non-utilization of the hotel's services (no show)

1. if the customer has chosen a booking without the option to change or cancel and has accepted at the time of reservation that the full price of the stay will be deducted (from the credit card), this contract is non-refundable.

2. a withdrawal of the customer from the contract concluded with the hotel (=confirmation) is only possible if a right of withdrawal has been expressly agreed in the contract (=confirmation), e.g. free cancellation up to 30 days before arrival for group bookings or 3 - 14 days before arrival (individual travelers) or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in text form.

a) In the event that the customer withdraws from the booking, the hotel is entitled to appropriate compensation.

b) The hotel may choose to charge the guest a flat-rate cancellation fee instead of a specifically calculated compensation. The cancellation fee shall amount to 100% of the contractually agreed price for overnight stays with breakfast, 80% of the contractually agreed price for overnight stays with half-board and 70% of the contractually agreed price for overnight stays with full-board arrangements. The guest is at liberty to prove that the hotel

The guest is at liberty to prove that the hotel has not incurred any damage or that the damage incurred by the hotel is lower than the flat-rate compensation demanded.

c) If the hotel calculates the compensation specifically, the maximum amount of compensation

shall be the amount of the contractually agreed price for the price for the service to be provided by the hotel, less the value of the expenses saved by the hotel and what the hotel acquires through other use of the hotel services.

3. the above provisions on compensation shall apply accordingly if the guest cancels the booked room or the booked services without notifying the hotel in good time. services without notifying us in good time (no show).

4. we recommend that all guests and organizers of group tours take out travel cancellation insurance.

V. Withdrawal by the hotel

1. insofar as the customer's right to cancel the contract free of charge within a certain period has been agreed in writing, the hotel is also entitled to cancel the contract free of charge during this period if there are enquiries from other customers regarding the contractually booked rooms and the customer does not waive his right to cancel upon enquiry by the hotel. the hotel does not waive his right of withdrawal.

2. if an agreed advance payment or an advance payment demanded in accordance with III. clause 6. is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.

3. furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract
- rooms are booked under misleading or false statements of material facts (e.g. in the person of the customer or the purpose);
- the hotel has justified cause to believe that the use of the hotel's services may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
- there is a breach of I. Section 2. exists.

4. in the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

VI Room provision, handover and return

1. the customer does not acquire any claim to the provision of specific rooms.

2. booked rooms are available to the customer at the earliest from 15:00 on the agreed day of arrival. Booked apartments are available to the customer from 16:00 on the agreed day of arrival at the earliest. The customer is not entitled to earlier availability.

3. the rooms must be vacated and made available to the hotel by 10:00 a.m. at the latest on the agreed day of departure. Apartment accommodation must also be made available to the hotel by 10:00 a.m. at the latest on the agreed day of departure. Thereafter, in the event of late vacating of the room or apartment, the hotel may charge 50% of the currently valid daily rate for its use in excess of the contract until 6:00 p.m., and 100% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is free to prove that the hotel has no or a significantly lower claim to a usage fee. Furthermore, the hotel reserves the right to prove and claim higher damages.

VII Liability of the hotel

1. the hotel shall be liable for its obligations under the contract with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health, if the hotel is responsible for the breach of duty, and other damages based on an intentional or grossly negligent breach of duty by the hotel, as well as damages based on an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer.

The customer is obliged to do what can reasonably be expected of him to rectify the disruption and minimize any possible damage, and to notify the hotel immediately of any disruption or damage. The customer is also obliged to inform the hotel in

good time of the possibility of exceptionally high damage occurring.

2. the hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. Money, securities and valuables up to a maximum total value of CHF 5,000.00 may be stored in the hotel safe and CHF 500.00 in the room safe. The hotel strongly recommends that guests make use of this to make use of this option. Liability claims expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage.

3. if the customer is provided with a parking space in the hotel garage or in a hotel parking lot - even for a fee - this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents shall not be liable, except in cases of intent or gross negligence attributable to the hotel. This also applies to vicarious agents of the hotel.

4. wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments for customers are also handled with the utmost care. The hotel will deliver and store them (in each case at the hotel) and - on request - forward them for a fee.

VIII Final provisions

1. amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation must be made in writing. Unilateral amendments or additions by the customer are invalid.

2. The place of performance and payment is Davos, Switzerland.

3. the place of jurisdiction is also Davos, Switzerland.

4. Swiss law shall apply.

5. should individual provisions of these general terms and conditions for hotel accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other cases, the statutory provisions shall apply.

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