General Terms and Conditions of Business

1. SCOPE OF VALIDITY

These General Terms and Conditions of Business (T&Cs) apply to contracts with all Sunstar Hotels for the hire of hotel premises and event rooms and other associated services provided by the hotel.

Events are governed by the General Terms and Conditions of Business for events.

These T&Cs govern the legal relationship between the customer, referred to hereinafter as the guest, and Sunstar hotels, referred to hereinafter as the hotel. In the interest of simplicity, these T&Cs refer always to the contract, regardless of the particular service being provided.

The guest's General Terms and Conditions are not applicable. This always applies unless otherwise explicitly confirmed in writing by the hotel.

The period of validity of a price quotation starts from the date of offer. The hotel reserves the right to re-hire provisionally reserved rooms if no signed confirmation of the booking has been received.

Any extension or addition to, or cancellation of, the contract must be made in writing.

2. DEFINITIONS

Groups: Groups within the meaning of these T&Cs are tour groups booking at least 10 rooms.
Written confirmation: Messages sent by fax or email are also regarded as written confirmation.
Contractual partners: The guest and the hotel

3. SUBJECT OF THE CONTRACT

A contract for the hire of rooms, seminar rooms and other spaces and the provision of other services and deliverables comes into effect when signed in writing by the guest or by implication. A reservation made on the actual day of arrival is binding from the moment that it is accepted by the hotel.

Amendments to the contract are only binding on the hotel when written confirmation has been received. Unilateral amendments or additions to the contract made by the guest are invalid. Subletting or reletting of hired rooms, or using them for purposes other than accommodation, require prior written approval from the hotel.

4. SCOPE OF SERVICES

The scope of services covered by the contract depends on the individual booking made and confirmed by the guest. The guest is not entitled to expect specific rooms to be made available, but the hotel undertakes to make available rooms in the reserved category. If, when the guest arrives, for unforeseen reasons no room equivalent to that reserved is available, then the guest will be accommodated in a room in the next highest category. If no rooms are available at the hotel, the hotel will arrange at least equivalent accommodation in another hotel. Any additional cost associated with the alternative accommodation will be borne by the hotel. If the guest rejects the alternative room, the hotel must immediately refund the guest for any payment already made (e.g. deposits). All further claims by the guest are excluded.

5. ROOM CHECK-IN AND CHECK-OUT

Reserved rooms are available to guests from 4 p.m. on the agreed date of arrival. Guests are not entitled to occupy rooms any earlier. If guests are due to arrive after 6 p.m., they must notify the hotel by phone or in writing about their late arrival, by no later than 3 p.m. on the date of arrival, otherwise the hotel is free to allocate the room elsewhere. If a room is occupied before 5 a.m., it counts as a full overnight stay.

On the agreed date of departure, hotel rooms must be cleared and available by 11 a.m. at the latest. After that time, if there is a delay in clearing the room and it continues to be used beyond the time agreed in the contract, the hotel can charge 50% of the full list price for accommodation up to 6 p.m. and 100% of that price after 6 p.m.

6. EARLY DEPARTURE

If the guest departs early, the hotel is entitled to charge 100% of the cost of the services that were booked. The hotel will endeavour to allocate the unused rooms elsewhere in the event of an early departure. If the hotel is able to allocate the unused rooms to a third party within the agreed time frame, the amount charged to the guest will be reduced by the sum paid by that third party for the cancelled services.

7. EXTENDING A STAY

Unless otherwise agreed, the guest is not entitled to extend their stay. If the guest is unable to leave the hotel on the date of departure because all travel options are ruled out or unavailable due to unforeseeable circumstances/force majeure (e.g. extremely heavy snowfall, flooding etc.), the contract will be automatically extended on the same terms for the duration of the period during which departure is not possible.

8. PRICES/NON-REFUNDABLE RATE/OBLIGATION TO PAY

a) Pricing and payment terms
The prices stated by the hotel are in local currency (CHF or EUR) per room/night and include the statutory rate of VAT. Any tourist taxes or other duties payable per guest/night are not included in the price. The hotel operates using daily updated rates which are based on the availability of individual room categories. The guest is obliged to pay for the room hire and for any other services used at the applicable rate as agreed with the hotel. The same applies to orders placed by the guest's companions or visitors. Any increase in legal duties imposed after the conclusion of the contract is payable by the guest. Prices given in foreign currencies are for guidance only and will be calculated at the relevant daily exchange rate. The applicable prices are always those confirmed by the hotel. Prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the services provided by the hotel or the length of guests' stay.

Where a booking that is obviously incorrect has been made due to errors in the booking system (a fundamental mistake in the utterance under Art. 24, paragraph 1, clause 3 of the Swiss Code of Obligations), the agreed prices are invalid. In such a case the Sunstar hotel has the right to cancel the booking without compensation.

The hotel is entitled to request an advance payment for group bookings or events when the contract is signed, amounting to up to 100% of the expected total amount, especially during high season.

Room prices based on the non-refundable rate are charged to the guest's credit card in full as soon as a definite booking is made. Part-payment using loyalty cards or vouchers is not possible.

The deposit should be regarded as part-payment of the total amount owing or of any cancellation charges. In addition to a deposit, the hotel can also request a credit card guarantee. A credit card guarantee secures the reservation. Final payment is made at the hotel following further consultation with the guest.

A deposit should be paid within 30 days of receiving confirmation of the booking. In the event of a reservation made at short notice, this period may vary and the hotel may request a credit card guarantee for the complete amount of the booking.

In the event of a deposit not being paid on time or any credit card guarantee provided, the hotel can, after a short period of grace has elapsed, withdraw from the contract (including all promises to provide services) immediately (with no reminder sent) and request payment of the cancellation charges listed in section 9 of these T&Cs.

Unless otherwise agreed, the final invoice must be paid at check-out on the date of departure at the latest, either in cash in the local currency (CHF or EUR) bar or using a recognised credit card.

Invoices are only issued in rare circumstances and incur a handling fee of CHF 20.00. Invoices must be paid in full within 30 days of the date of issue. The hotel can charge a fee of CHF 20.00 for each reminder that it has to issue. In the event of late payment, interest on arrears may be charged at 6%. All bank charges and any exchange rate differences are at the expense of the guest. No defence of set-off can be made in relation to claims by the hotel.

b) Climate franc
The "climate franc" is our CO_2 compensation levy and is charged per guest per night.
This amount is included in the total bill and is also shown separately on the booking confirmation.

With the "climate franc," our guests support Swiss climate protection projects from myclimate.
Sunstar doubles every contribution made by adding the same amount.

The CO_2 compensation fee is mandatory for every guest.
Upon request, it can be waived after the booking has been completed by sending a written notification.

9. AMENDING OR CANCELLING RESERVATIONS / FAILURE OF THE GUEST TO ARRIVE (NO-SHOW)

a) Amending or cancelling reservations
What determines whether a reservation has been amended or cancelled in good time is the date on which the hotel receives written notification and subsequent written confirmation is sent by the hotel.

However, for certain room rates, special terms apply that do not permit any amendments or cancellation (e.g. the non-refundable rate). In such cases the basis for calculation is always the complete package.

b) Cancellation of Internet-based reservations (third-party providers)
Cancellations through Internet-based booking systems are only legally effective if they were made through the third-party provider's booking system in compliance with the cancellation terms and this was accepted by the hotel.

c) Failure of the guest to arrive (no-show)
In the event of the guest failing to arrive ("no-show"), they will be invoiced for 100% of the services booked, or at least one night at the price booked.

d) Cancellation terms and conditions
If the guest withdraws from the contract without making an approved cancellation, or if certain reserved services are altered or cancelled, the hotel can, unless indicated otherwise by the arrangement or rate in question, impose the following cancellation charges.

Standard cancellation terms for individual reservations during summer season (valid all year round for the Sunstar Hotels Brissago and Piedmont)

Up to 3 days before the date of arrival:	Free of charge
2-0 days before arrival:	90% of the total amount, unless the room can be re-sold

Standard cancellation terms for individual reservations during winter season

Up to 15 days before the date of arrival:	Free of charge
14-8 days before arrival:	50% of the total amount
7-3 days before arrival:	75% of the total amount
2-0 days before arrival:	90% of the total amount, unless the room can be re-sold

Cancellation terms for Christmas & New Year (24th December until 2nd January)

Up to 60 days before the date of arrival:	Free of charge
59-30 days before arrival:	50% of the total amount
29-15 days before arrival:	75% of the total amount
14-0 days before arrival:	90% of the total amount, unless the room can be re-sold

Cancellation terms for group reservations
The cancellation terms for group reservations depend on the size of the group and are regulated separately. If no separate cancellation terms have been agreed, the following rules apply:

Up to 60 days before the date of arrival:	Free of charge
59-30 days before arrival:	50% of the total amount
29-15 days before arrival:	80% of the total amount
14-0 days before arrival:	100% of the total amount, unless the room can be re-sold

10. WITHDRAWAL BY THE SUNSTAR HOTEL

Up to and including 60 days before the guest's agreed date of arrival, the hotel can withdraw from the contract with no cost implications. In addition, the hotel is entitled to withdraw from the contract at any time, when objectively and reasonably justified in doing so, in exceptional circumstances and with immediate effect, by offering a unilateral written explanation without delay, for example if

- a booking that is obviously incorrect has been made due to errors in the booking system. In such a case the agreed prices are invalid;
- an agreed advance payment or security guarantee was not provided during the period set by the hotel;
- force majeure or other circumstances beyond the hotel's control make it objectively impossible to fulfil the terms of the contract;
- closure or change of opening hours for economic or legal reasons;
- rooms or premises were booked or are being used on the basis of misleading or incorrect material information, for example about the identity of the guest, the purpose of the stay or the use of the room;
- the hotel has good reason to suppose that providing the agreed services would put at risk the smooth operation or reputation of the hotel or the safety of other hotel guests;
- the guest has become insolvent (bankruptcy or fruitless enforcement measures) or if they have ceased their payments or are in breach of section 8 above;
- the purpose or reason for the stay is illegal.

If the hotel withdraws from the contract for one of the above reasons, the guest has no right to claim compensation.

11. ARRIVAL MADE IMPOSSIBLE

If the guest is unable to arrive on time or at all due to force majeure (flooding, avalanche, earthquake etc.), they are not obliged to make the agreed payment for the days they have missed. The guest must provide evidence that they were unable to reach the hotel. However, the obligation to pay for the stay that was booked is reinstated as soon as it becomes possible to reach the hotel again.

12. CANCELLATION INSURANCE

To save guests unnecessary expense, Sunstar Hotels offers cancellation insurance underwritten by Allianz. The guest can take out this cancellation insurance by phoning +41 (0)44 283 32 22 or online at **www.allianz-travel.ch**. Sunstar Hotels accepts no liability for transactions carried out on that website.

13. DUTY OF CARE/LIABILITY

The guest must take great care when using hotel rooms. The guest is liable to the hotel for all damage or losses caused by them, their companions or associates or by participants in their events, without the hotel having to prove that the guest is to blame.

The hotel is responsible for items brought in by guests in accordance with statutory provisions. It accepts no liability for minor negligence. If valuable items (jewellery etc.), cash or securities are not handed over to the hotel for safe-keeping, the hotel accepts no liability, within the limits of the law. The hotel recommends keeping money and valuables in the room safe at all times. If any loss is not reported to the hotel immediately it is discovered, then the guest's claims lapse.

The hotel is not liable under any legal title for services which it only arranged for the guest as an intermediary. The hotel accepts no liability for theft of, or damage to, materials brought in by third parties.

If the guest suffers a loss or is dissatisfied with the hotel's service, they must report this to the hotel immediately, otherwise they are no longer entitled to exercise their rights. All claims against the hotel expire under the statutes of limitation within 3 months of the end of the contract.

14. DOGS

Dogs may only be brought into the hotel if a special fee is paid. A guest bringing a dog into the hotel is obliged to supervise that dog during their stay and ensure that it behaves properly or have it supervised or looked after by a suitable third party at their own expense.

Dogs are only allowed in those rooms specified by the hotel (restaurants, lounges and events rooms). No dogs are allowed in hotel wellness areas.

15. DISCLAIMER FOR RECHARGEABLE BATTERIES AND BATTERIES (E-BIKES, VEHICLES, DEVICES)

Guests are obliged to charge and store all rechargeable batteries and batteries (in particular those from e-bikes, e-scooters, vehicles, drones, or other devices) brought with them in an appropriate manner, exclusively in locations approved by the hotel and in accordance with the manufacturer's instructions.

The hotel accepts no liability for damage caused by guest misconduct, improper handling, technical defects, overheating, damage, or fires involving such batteries. This applies in particular to damage to persons, buildings, facilities, or third parties.

The guest is fully liable for any damage caused by batteries brought in by them. The hotel is entitled to prohibit the charging or storage of such devices in the event of non-compliance with the guidelines.

16. ALL RIGHTS RESERVED

Sunstar Hotels is entitled to amend or adapt these General Terms and Conditions of Business at any time. There is no right of appeal.

17. DATA PROTECTION

The data protection policy can be seen at: **https://www.sunstar.ch/en/gdpr/**

18. TRANSFER OF CLAIMS TO THIRD PARTIES

In the event of outstanding claims, Sunstar Hotels reserves the right to transfer these to third parties and to make information available to third parties for the purpose of credit checks.

19. PLACE OF JURISDICTION/APPLICABLE LAW

Liestal, Baselland, is the place of jurisdiction for any disputes arising from this contract unless any other legally binding place of jurisdiction applies.

Swiss law applies exclusively to all contractual agreements, reservations and supplementary agreements and the general terms and conditions. The place of performance and payment is the registered address of the hotel.