

1. Fundamental

1.1

The following General Terms & Conditions of Business (hereinafter referred to as "the GTC") apply to the letting of guest rooms for the purpose of accommodation, as well as to all related guest services and deliveries provided by the Swissôtel Kursaal Bern (hereinafter referred to as the "Swissôtel Kursaal Bern". For the letting of seminar, conference and banqueting rooms and for gastronomy services, the General Terms & Conditions of Business of the Kursaal shall apply.

1.2

All offers submitted by the hotel are based on the following GTC. They form an integral part of each and every contract. Reservation by the client assumes his or her acceptance of the GTC.

1.3

General terms and conditions of the client shall apply only if expressly agreed in writing in advance.

1.4

During all stays at the Swissôtel Kursaal Bern there is an excellent opportunity to make a voluntary contribution to climate protection. At the same time, Kursaal Bern AG doubles this contribution. The final sum will be used to support local and global climate protection projects to offset unavoidable emissions caused today. This initiative is a collaboration with the Swiss myclimate foundation as part of the «Cause We Care» programme. Further information: kursaal-bern.ch/cause-we-care.

2. Conclusion of agreement

Following reservation by the client, he or she will receive from the hotel confirmation of reservation by e-mail, fax or post. The contract between the parties takes effect upon written confirmation from the hotel to the client. However, any reservation made on the day of arrival shall be considered as binding immediately on acceptance by the hotel.

3. Services and prices

3.1

The hotel undertakes to provide the services ordered by the client and confirmed by the hotel pursuant to Section 2.

3.2

Sub-letting and onward letting of the rooms that have been made available – and their use – for purposes other than accommodation require the prior written consent of the hotel.

3.3

The prices of the services are determined from the signed agreement or by the prices notified for the booking period on the website homepage (www.kursaal-bern.ch) or otherwise published.

3.4

The quoted prices are in CHF and inclusive of service and VAT. In addition, the official municipal City Tax (city taxes) is calculated per person per night and added to the invoice.

3.5

Unless otherwise agreed, meals – including breakfast – and other optional services used by the client (for example, parking space, minibar etc.) are not included in the room price and are to be paid additionally. This also applies to any services ordered by the client from third parties and to payments made by the hotel to third parties on behalf of the client.

3.6

If official charges (VAT, City Tax, etc.) are either introduced or increased after the agreement has been signed, and in the event of obvious printing or writing errors, the reserves the right to make appropriate price adjustments.

4. Conditions of payment

4.1

The hotel is entitled to require a reasonable deposit payment or surety at any time. If the client fails to comply with his or her obligation in this respect, the hotel shall be entitled to withdraw from the agreement after allowing a reasonable period of grace. In such an event, the client shall be liable for any resulting losses suffered by the hotel.

4.2

If no deposit payment is required by the hotel, the entire invoiced sum shall be payable no later than at the time of the client's departure by credit card (Master, Visa, American Express, Diners), debit card (EC/Maestro, Postcard) or in cash. If payment by invoice is agreed, the invoiced amount shall be due within 30 days of the date of invoice and without any deduction. In the event of late payment the hotel reserves the right to charge interest on arrears at the rate of 5%.

4.3

The hotel reserves the right to make a subsequent charge for any services which have been used by the client but which (for reasons of time or in error) were not shown on the final invoice.

5. Guest rooms / Cancellation and withdrawal conditions/ Extended stays

5.1 Arrival/Departure times

5.1.1

Hotel guest rooms are ready for occupation from 3pm. on the agreed day of arrival and remain available to the guest until 12am on the agreed day of departure. In the event of earlier arrival or later departure, the hotel will endeavour – if so requested in good time, and depending on availability – to enable a room to be occupied earlier on arrival and/or later on delayed departure. However, no such entitlement is guaranteed.

5.1.2

If a guest room is occupied for a longer period than scheduled without prior consultation with (and consent of) the hotel, in the event of delayed departure up to 15.00 hrs the hotel may invoice the client CHF 50. In the event of delayed departure up to 18.00 hrs the hotel may invoice the client CHF 100. In the event of departure after 18.00 hrs the full room price for the following night shall be payable.

5.1.3

In the event that the guest is not able to arrive at the hotel or not able to arrive on time – this resulting from force majeure (for example, floods, earthquakes, etc.) – he or she shall not be liable to pay the required amount. In such circumstances, the guest shall be required to provide proof of force majeure. Liability for payment shall be resumed, however, as soon as arrival becomes possible during the scheduled booked period.

5.2 Block bookings/Room quotas

In the event of block bookings, the client must submit to the hotel a list of participants including the following details, no later than 21 days before arrival – first names and surnames of all guests, and instructions for the cost allocation between the client and each overnight guest. If the list of participants is not received by the hotel within the required period or any other period agreed between the parties – or if the number of participants named at the end of the specified period falls short of the booked quota – rooms which are still available within the particular quota may be released for open sale. In addition, the hotel reserves the right to apply the following cancellation conditions.

5.3 Cancellation conditions

5.3.1 Unless otherwise agreed, cancellation of the room booking shall be accepted by the hotel free of charge at the latest 24 hours before the scheduled day of arrival. In the event of later cancellation, no show or early departure, the agreed room price shall be invoiced for the first night.

5.3.2

Cancellation conditions for block bookings shall be detailed in the booking offer/confirmation.

5.3.3

Rooms which are not cancelled will be invoiced at the price stipulated when the agreement was signed. Income from any alternative letting of such rooms shall be credited to the client.

5.4 Withdrawal by the hotel

5.4.1 The hotel shall be entitled to withdraw from the agreement in exceptional circumstances which make fulfilment of the contract impossible. The security regulations of the Kursaal Bern are to be observed at all times.

5.4.2

In the event of justified withdrawal by the hotel, the client shall not be entitled to claim compensation.

5.5 Extension of stay

Unless otherwise agreed, the client shall not be entitled to extend his or her stay. If the client is unable to leave the hotel on the scheduled day of departure due to unforeseen circumstances or force majeure (for example, floods, earthquake, etc.) – therefore rendering all departure options blocked or unusable – the contract shall be extended for such duration, hotel capacity permitting

6. Pet animals

Pets are permitted in the hotel. The charge is CHF 20 per night per animal (excluding food) for special cleaning of the room. We reserve the right to charge the client for any damage which may be caused by the pet(s).

7. Liability

7.1

The hotel shall be liable only for damage only in the event of wilful intent or gross negligence. Liability for minor negligence is expressly waived. Concerning auxiliary personnel of the hotel, all liability – in particular for gross negligence and wilful intent – is waived in full.

7.2

Liability for personal belongings and objects brought in by guests is waived to the extent permitted by law.

7.3

In the event that the hotel fails to make the agreed room(s) available, the hotel shall be held liable to the guest for any damages suffered – on condition that such damages can be proven. Should the hotel be unable to make the booked rooms available upon arrival, it will organise equivalent replacement accommodation in another hotel and pay any additional costs (transport, accommodation etc.) exceeding the originally agreed price. In the event that the client rejects the replacement accommodation, the hotel shall reimburse the client for any payments already made (for example, booking deposit). If the replacement accommodation is of equivalent value, no further claims by the guest shall be considered.

7.4

Should the client suffer damages or not be satisfied with the services provided by the hotel, he or she must notify the hotel without delay and in writing but no later than within 14 days of departure. Any such claims not made within the specified period – including those arising from Section 7.3 above – shall be considered as forfeited.

7.5

The room(s) is/are to be used by the guest with the utmost care. The guest shall be held liable for all damage, loss or other prejudice caused by him or her personally, his or her employees, representatives, event participants or other third parties.

7.6

The Swissôtel Kursaal Bern is a non-smoking hotel. Smoking is prohibited throughout the hotel and in particular in the guest rooms. Smoking is permitted only on hotel guest room balconies. Clients contravening these regulations will be charged CHF 150 towards cleaning costs (curtains, furniture etc.). If the guest room cannot be let the following day because of the strong smell of smoke, an additional night will be charged at the hotel rack rate. All premises and guest rooms are linked to a fire alarm centre via smoke detectors. In the event of a fire alarm through the fault of the guest, all directly related costs incurred – for example, intervention by the fire service or costs to restore normal operations – must be borne entirely by the client.

7.7

The Swissôtel Kursaal Bern shall not be liable for parking damage to vehicles in the underground car park.

8. Privacy policy

We know that protection of personal data is of great importance to our clients. We therefore guarantee that data made available to us will be used only for the purpose designated.

9. Lost property

Any objects left behind by guests are kept by the hotel for six months. Valuables will be handed over to the public Lost & Found office within one week.

10. Amendments and additions to the agreement / Severability clause

10.1

Any amendments or additions to the agreement or to the booking confirmation must be made in writing. Unilateral amendments or additions shall be considered as invalid.

10.2

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such an event, that part of the agreement which is invalid, ineffective or impossible to perform shall be replaced by a valid, effective and performable provision which approximates as closely as possible in content to the original intent of the parties.

11. Applicable law / Place of jurisdiction

11.1

All agreements concluded on the basis of these GTC shall be governed solely by Swiss law, to the exclusion of conflicts of laws provisions.

11.2

The parties agree on Bern/Switzerland as the sole place of jurisdiction concerning any disputes which may arise out of these agreements.

Kursaal Bern AG
Swissôtel Kursaal Bern

Bern, 20.07.2023