

GENERAL TERMS AND CONDITIONS

of Park Hotel Winterthur AG regarding hotel reservations

1. Scope of application

These General Terms and Conditions apply to all hotel reservations at Park Hotel Winterthur AG, member of Swiss Quality Hotels International.

Differing provisions, also such contained in your general terms and conditions, shall not apply unless expressly accepted in writing by Park Hotel Winterthur AG.

2. Conclusion of contract

Your booking request can be submitted by telephone, in writing or through the online booking system on the website www.phwin.ch.

The contract between you and Park Hotel Winterthur AG comes only into existence through the written booking confirmation of Park Hotel Winterthur AG.

For the so-called "Hot Deal" offers, we send you a booking confirmation form by mail following your booking request, which must be completely filled in, duly signed and sent back to us at the latest by the date provided in the offer (being received). After the expiry of this date, a confirmation by Park Hotel Winterthur AG is not owed anymore, the offer expires and a new request is required. The contract comes only into existence through the subsequent written booking confirmation by Park Hotel Winterthur AG.

Communication via e-mail will be treated as written communication for the purposes of this provision.

3. Credit card

The booking request through the online booking system of Park Hotel Winterthur AG is only possible with a valid credit card. It has to be valid at least until the date of your departure.

Your credit card is only needed as a reservation guarantee and is not debited at the time of the conclusion of the contract.

It may only be debited at the time of the conclusion of the contract if you have expressly agreed upon a partial or full payment in advance (cf. clause 4). This applies in particular to "Hot Deal" offers.

4. Payment

The offer price in the booking confirmation must be paid by credit card or cash at departure or when the service is used on the spot, respectively.

Park Hotel Winterthur AG may require a partial or full payment of the offer price in advance. In this case, you get a letter from Park Hotel Winterthur AG or a corresponding invoice, respectively.

Full prepayment is particularly required for "Hot Deal" bookings.

Full prepayment must be made at least 21 days prior to arrival for so-called "group reservations".

Payments are basically made in Swiss francs. Euro, Pound or US Dollar payments are possible; conversion is made at the respective daily exchange rate plus 5% commission.

5. Type of reservation

Your reservation is "guaranteed" if the contract comes into existence (cf. clause 2), i.e. you are entitled to the offer according to your reservation at the reserved arrival day until 6 pm, irrespective of your arrival time. After 6 pm there is only a guarantee of your reservation if you deposit your credit card details.

6. Cancellations

Free cancellation is possible until 6 pm the day before using the offer. In case of cancellations after that date or no-show or early departure, Park Hotel Winterthur AG can debit your credit card with a fee of 100% of the offer price or 100% of the rate for the first night according to the booking confirmation, respectively.

The following cancellation terms apply for "group reservations":

Cancellation of the entire booking:	
up to 22 days prior to arrival	free
21 to 15 days prior to arrival	50% of the total costs
14 to 8 days prior to arrival	75% of the total costs
less than 7 days prior to arrival	100% of the total costs

The cancellation of individual rooms of the "group reservation" can be accepted free of charge within the following periods:

up to 15 days prior to arrival	50% of the booked rooms
14 to 8 days prior to arrival	20% of the booked rooms
7 days to 6 pm the day before arrival	10% of the booked rooms

Late cancellation, no-show or early departure are subject to a 100% charge of the total nights booked. All changes to "group reservations" are subject to availability and are treated as cancellations.

Free cancellation of "Hot Deal" offers is not possible, irrespective of the time of cancellation. In case of cancellation, no-show, early departure or change of reservation, no refund is made and the full prepayment is not taken into account, respectively, and Park Hotel Winterthur AG may debit your credit card with a fee of 100% of the offer price.

We recommend to take out cancellation costs insurance cover.

7. Room rates

All offered prices include service and value added tax.

The room rates are per room and night. The booking confirmation shows whether further services are included in the room rate (e.g. breakfast, dinner).

8. Arrival and departure

Unless otherwise agreed, the rooms are available on the day of arrival from 2 pm. Check-out must be before 12 am the day of departure.

9. Pets

Well educated pets are very welcome. If you wish to bring your pet with you, you must state it in the booking request. In any case, due to the extra cleaning effort, we charge a flat cleaning fee.

10. Own food and drinks

The consumption of own food and drinks is prohibited in the guest areas (except in the room).

11. Smoking ban

All premises of Park Hotel Winterthur AG are smoke-free. Smoking is prohibited in the guest areas and rooms. In case of violation of this regulation, you will be charged a flat cleaning fee of CHF 150.00. In case a violation of the smoking ban results in triggering the fire alarm, the costs for the rescue teams will be fully charged to the tenant of the room, in which the fire alarm was triggered.

12. Liability / damages

The pictures on the website www.phwin.ch of Park Hotel Winterthur AG and on websites of third parties are purely indicative. Possible deviations do not entitle you to any complaints.

Park Hotel Winterthur AG is only liable for damages caused by intent or gross negligence. For items brought by you, the liability is excluded within the statutory limits. Any claims must be made immediately, latest 14 days after departure, in writing to Park Hotel Winterthur AG; otherwise the claims are deemed to be forfeited.

The hotel room must be used by you with the greatest care. It may only be used or occupied by the number of persons (including children) specified in the accommodation agreement. You are not permitted to make the hotel room which has been booked from Park Hotel Winterthur AG available for use by any third parties.

If you find any defect or damage to the room or furniture at your arrival, you are obliged to immediately report them to the reception. Otherwise Park Hotel Winterthur AG assumes that the damage was caused by you.

Any damage caused by you will be given by Park Hotel Winterthur AG to third parties for repair, and the costs will be recharged to you.

Park Hotel Winterthur AG shall be free to immediately charge you with the presumed amount of damage when it is discovered. In this case you will be credited any difference as soon as the final amount is known.

Stolen items (incl. terrycloth) will be charged at the original price.

13. WiFi

Park Hotel Winterthur AG offers you free wireless Internet access in the guest areas and rooms (WiFi).

Park Hotel Winterthur AG does not guarantee either the general functioning of the Internet access or the uninterrupted and disturbance free transmission, a specific transmission speed or quality of the connection. The access in all guest areas is not guaranteed either.

For the use of the Internet you need your own terminal which has WiFi and supports the IEEE 802.11b/g standard. You are responsible to verify the WiFi suitability of your terminal. Park Hotel Winterthur AG does not provide you with such a device.

The Password for Internet access is provided by the reception.

The password must not be passed on to third parties and must be protected from third party access. No terminal shall be used which might have a negative impact on the network.

The use of the WiFi connection is at your own responsibility and risk.

You are responsible that the terminal you use and its software are free from viruses and other malware; in case of a direct or indirect damage caused to Park Hotel Winterthur AG thereby, you are liable to pay full compensation.

The network of Park Hotel Winterthur AG does not have firewall and virus protection. You understand that the use of the Internet and the transmission of data involve increased security risks. It is your responsibility to protect your terminal against viruses, Trojans, spam and the like.

You are prohibited from improperly using or allowing the use of the WiFi access or to use the possibility of access for illegal or criminal acts. In case of breach of this provision, Park Hotel Winterthur AG is entitled to immediately and without warning interrupt the WiFi connection and to deny you the access to the network.

The data communication with your terminal is transmitted unencrypted; all data can thus possibly be seen by third parties. It is your responsibility to install suitable software on your terminal to protect the data communication (e.g. VPN client, SSL encryption).

Park Hotel Winterthur AG assumes no liability – to the extent such waiver of liability is legally admissible – for unauthorized access to information and data, for damages to the hardware or software of your terminal, for the loss of data or other material damages which are caused by the use of the WiFi connection. You are responsible for the regular data backup. Park Hotel Winterthur AG is specifically not liable for damages caused by unforeseeable circumstances or force majeure which could not have been foreseen and lie beyond the sphere of influence of Park Hotel Winterthur AG.

If claims are made against Park Hotel Winterthur AG by third parties because of acts which were committed by you in the course of the use of the WiFi connection, you are obliged to indemnify Park Hotel Winterthur AG in full in respect of all these claims.

Only access to the Internet is offered by Park Hotel Winterthur AG through WiFi. The contents retrieved are not subject to any review by Park Hotel Winterthur AG, especially not whether they contain malicious software (e.g. viruses). You are solely responsible for the contents retrieved, placed or distributed in any manner by you through WiFi.

14. Miscellaneous

All information has been compiled with the greatest care. However, no liability can be accepted for any errors in inputting data or data transmission.

The online booking system of Park Hotel Winterthur AG guarantees a protected environment. The system uses SSL (Secure Sockets Layer) and thus guarantees a secure transfer of your data according to the current state of knowledge.

The invalidity of one or several provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. The parties replace the invalid or ineffective provisions by legally permissible provisions of equal value that reflect the economic purpose of the invalid provision. The same applies if a gap in the terms becomes evident.

Differing agreements are always required to be in written form or confirmed in writing by Park Hotel Winterthur AG. This also applies to the waiver of the

requirement of written form. Communication via e-mail will be treated as written communication for the purposes of this provision.

These General Terms and Conditions as well as the individual agreement are governed by Swiss substantive law. **The exclusive place of jurisdiction for all disputes arising from these General Terms and Conditions and the individual agreement is Winterthur.**

In order to contact Park Hotel Winterthur AG, please send us an e-mail to the following address: welc@phwin.ch.

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