

General terms and conditions

(The reference legal system is the Swiss legal system. The following conditions are a translation from German and are to be regarded as purely indicative.)

1. Applicable

These General Terms and Conditions ("GTC") apply to the letting of hotel rooms/studios/apartments for accommodation and to all related deliveries and services of all hotels/aparthotel/apartment/residences operated under the Los Lorentes Residences name ("Hotel") to the guest ("Guest"). The General Terms and Conditions of the Guest shall not apply.

2. Contract conclusion

The details concerning the services ordered by the guest and promised by the hotel are regulated in the contract between the guest and the hotel ("contract"). This contract is concluded by the reservation of one or more hotel rooms and any additional services.

Each reservation is confirmed by the issuance of an e-mail reservation confirmation. The confirmation again contains the exact dates of the booking, the cancellation conditions and a reservation number. The guest receives the digital key shortly before arrival (where applicable). Otherwise, a physical key will be hand out by reception/staff office/check in kiosk/Digibox.

A definitive booking is only possible with valid credit card information or a pre-payment. If the guest's credit card information provided to the hotel is incorrect or invalid, the reservation will not be maintained despite the issuance of the automatic e-mail reservation confirmation. The transmission of credit card information is encrypted and is fully PCI compliant. The credit card information is not known by the hotel at any time.

3. Prices, advance payment, payment terms, invoicing, means of payment

The guest is obliged to pay the agreed prices of the hotel for the contractually owed services and other services used. Unless special prices are expressly agreed in writing, the prices of the hotel valid at the time of the provision of services shall apply.

The prices include the VAT at the applicable rate. In the event of an increase in value added tax, the prices will be adjusted accordingly. If the period between the conclusion of the contract and the provision of services exceeds one year, the hotel reserves the right to adjust the prices accordingly.

An accruing city tax will be charged to the guest in addition to the room rate.

If payment is delayed and at least two written reminders have been issued, the case will be referred to our external collection agency. Additional processing fees will apply as stipulated on www.fairpay.ch.

3.1. Payment methods

Payment for the entire stay is generally made latest on the day of arrival via bank transfer, cash, credit card or debit card. (where applicable).

Payments can be also made physically on the spot or via a payment link. The following credit cards are accepted:

- Visa
- Mastercard
- Diners Club
- American Express
- JCB

4. Cancellation by the guest; change of the dates

In case of a written cancellation of the reservation or a waiver of the service made at least 48 hours before arrival, the cancellation is free of charge for the guest, unless the price consists of a "not-refundable" reservation or other cancellation conditions are stipulated in the confirmation or contract. In this case, the guest, whether present or not, will be charged for the entire amount of the reservation in any moment between the reservation and the check-in. In case the cancellation is not made in time, the reservation will be fully charged to the guest. The guest is also liable for any lost revenue. This also applies to guests who do not show up ("no-shows").

Any personal booking conditions can be viewed at any time on the confirmation or demanded at the reception of the booked hotel.

Changes of date or duration of stay may result in a change of rate and are only possible upon availability.

5. Cancellation of the hotel; change of dates

The hotel reserves the right to extraordinary termination or postponement of start and end dates for factually justified reasons. Such a reason may exist in particular if the hotel has reasonable grounds to believe that the guest is behaving in a morally offensive manner, is using the premises for other purposes not in accordance with the accommodation contract, is jeopardizing the business operations or is committing criminal acts that could endanger the reputation of the hotel and the hotel chain in the public or security. In the event of termination for an objectively justified reason, the hotel operator is also entitled to issue a ban from the premises.

An objectively justified reason exists in particular if:

- prostitution is practiced in the premises of the hotel;
- the guest opens content on the Internet via the hotel's own WLAN network that violates applicable law and could thus cause lasting damage to the hotel's reputation. This includes in particular content that violates relevant standards of criminal law, especially child pornography;
- the guest participates in illegal gambling or sweepstakes on the hotel's premises;
- the guest uses drugs on the premises of the hotel or traffics drugs on the premises of the hotel;
- the guest performs prohibited medical procedures on the hotel premises;
- the guest unlawfully publishes content protected by licensing law;
- the guest commits acts from the hotel premises that fall under the cybercrime or computer crime;
- force majeure or other circumstances for which the hotel is not responsible make the fulfillment of the contract impossible;
- events and/or service provision have been booked under misleading or false statements of material facts (e.g. guest, purpose, etc.);
- if the guest is obviously insolvent or unwilling to pay;
- the guest threatens or uses violence against persons and/or property.

In the event of justified extraordinary termination by the hotel or postponement of the start and end dates, the guest is not entitled to any compensation. If the guest is responsible for the termination of the hotel, the guest is obliged to fully pay the contractually agreed price. The right to claim further damages is reserved.

6. Use of the hotel rooms

The booked hotel room is reserved exclusively for the registered guest. The transfer of the room to a third person or the use by an additional person requires the prior written consent of the hotel. The subletting of the hotel room as well as its use for purposes other than accommodation are excluded.

Access to all areas of Los Lorentes Residences is reserved for registered clients and guests who have been announced in writing prior to their arrival. Any person not adhering to this rule may be denied entry, evicted from the premises, and/or subject to legal action in accordance with the house rules.

7. Check-In, Check-out

The hotel guarantees the readiness of the hotel room on the day of arrival from 3 P.M. Any early arrival ("Early Check-In") is subject to availability.

The room must be vacated by 11 A.M. at the latest on the day of departure. Any late departure ("Late Check-Out") is subject to availability.

In case of late check-out, any items of the guest remaining in the room will be removed from the hotel room and deposited as lost property in a suitable place in the hotel.

Any item found in the room after check-out will be kept for 3 months in a safe place. After 3 months, these items will be destroyed.

8. Early Check-In and Late Check-out

For an additional charge and in consultation with the hotel, an early check-in or a late check-out are possible.

9. Animals

The guest may bring pets only with the prior written consent of the hotel and only in specially designated hotel rooms/apartments. The guest may be charged a surcharge per pet per night. The guest has to provide a valid credit card in order to guarantee the pets stay in the establishment. All damages and additional expenses incurred by the property due to the presence of the pet (e.g. cleaning) will be charged to the guest in full.

10. Impairment / damage to the hotel's facilities

The guest is responsible, regardless of fault, for losses or damages caused by his employees, agents and event participants, as well as for losses, impairments or damages caused by himself.

The guest is responsible in particular for damage to the hotel room and furniture of the hotel, as well as for their loss.

The guest is especially responsible for all unlawfully stolen furniture and must pay the hotel for their replacement value.

Smoking is prohibited throughout the hotel and it is forbidden to tamper with, unscrew, cover or otherwise interfere with the operation of the fire alarms. The guest will pay the hotel a penalty of at least CHF 200.- per violation of these restrictions.

The hotel reserves the right to charge a cleaning fee (at an hourly rate of minimum CHF 45.-/hour) if the rented item is not returned in a clean condition deemed suitable based on the length of the stay.

Any costs incurred by the guest in setting off or blocking the fire alarm will be charged or deducted from the deposit. Depending on the time of the alarm, the minimum charge is CHF 300.- and can go up to CHF 1500.-

The hotel reserves the right to directly charge the credit card provided by the guest.

Legal guardians are responsible for persons whom they have to supervise.

11. Night rest

From 10 P.M. until 6 A.M. is quiet time. The guest must avoid any excessive noise emissions during this time.

12. Additional operational requirements

Unless otherwise agreed, newspaper advertisements and other advertising measures of the guest with references to events at the hotel require the prior written consent of the hotel. In the event of publication without such consent, the hotel is entitled to withdraw from the contract for factually justified reasons.

The guest is obliged to obtain all permits for his event at his own expense. For music events, any necessary registration with the copyright exploitation company must also be made by the guest.

Setting up or attaching decorative material or other objects that may damage the walls or other facilities of the hotel or impair its appearance require the written consent of the hotel. Set-ups in the lobby are generally forbidden. The guest must

ensure that the decorative material and other items comply with fire safety requirements. The hotel is entitled to demand appropriate official proof. Decorations and objects brought to the event must be removed immediately after the end of the event. In the event of failure to do so, removal and storage will be carried out by the hotel at the expense of the guest. If the items remain in the event room, the hotel is authorized to charge the guest an appropriate room rental fee for the duration of their stay.

The guest as well as his employees, agents and participants are forbidden to enter rooms other than the event location.

The exits are to be kept free at all times.

13. Technical facilities

Basic technical equipment (electricity, light) is included in the contractually agreed remuneration. Additional technical or other facilities will be provided by the hotel or procured from third parties against separate remuneration. If the hotel procures technical or other equipment from third parties for the guest at the guest's request, it acts on behalf and for the expense of the guest. The guest is responsible for the care and proper return of the technical equipment and indemnifies the hotel against all claims of third parties resulting from the provision of technical equipment.

The use of the guest's own electrical equipment using the hotel's power network requires the hotel's written consent. Any malfunctions and/or damage to the hotel's technical equipment caused by the use of such equipment will be at the guest's expense. The hotel is entitled to charge the guest a fee for the electricity costs caused by the use of such devices.

Malfunctions in the technical or other equipment provided by the hotel will be remedied as quickly as possible. The hotel excludes any responsibility for such malfunctions. The guest is not entitled to withhold payments in whole or in part because of malfunctions.

14. Responsibility, loss or damage to items carried along

The guest is obligated to fully indemnify the hotel for services provided by third parties, in particular also for claims of copyright collecting societies.

Exhibition or other items, including personal items, carried along are at the risk of the guest in the hotel. The hotel assumes no responsibility for loss, damage or destruction, including financial losses, except in cases of gross negligence or intent on the part of the hotel.

The guest is obliged to ensure that its employees and agents comply with the conditions of the contract and these GTC as well as the instructions of the hotel's staff.

Lost items found in the hotel after the guest has checked out will be disposed of professionally after a storage period of 3 months.

The hotel excludes any responsibility except in the case of gross negligence or intentional damage.

15. Concluding clauses

Should single parts of these GTC be invalid or void, this will not affect the legal validity of the remaining terms and conditions. Agreements deviating from these terms and conditions must be made in writing in order to be valid.

16. Applicable law and place of jurisdiction

These GTC as well as the contracts concluded on their basis are subject to Swiss law. The legal headquarters of the hotel is agreed as the place of legal jurisdiction. The hotel is also entitled to take legal action at the registered office or place of residence of the guest.