

Terms of Use & General Terms and Conditions (GTC)

Between
Hotel Matterhorn Lodge AG, Englischer Viertel 11, 3920 Zermatt
(hereinafter referred to as HOTEL)
and
guest / customer / service booker
(hereinafter referred to as GUEST)

1. Fundamentals

The terms and conditions of the hotel valid at the time of conclusion of the contract shall apply exclusively.
Should individual provisions of these GTC be ineffective or invalid, this shall not affect the validity of the contract and the remaining GTC provisions. In all other respects, the statutory provisions shall apply.

2. Place of jurisdiction / Applicable law

The place of jurisdiction for any disputes arising from this contract is Visp in the Canton of Valais, unless another legally binding place of jurisdiction exists.
Swiss law shall apply exclusively to all contractual and reservation agreements, any additional agreements and general terms and conditions. The place of performance and payment is the registered office of the hotel.

3. Subject matter of the contract / scope of application

The contract for the rental of rooms and the purchase of other services is concluded with the written confirmation of the guest or by implication.
Amendments to the contract shall only become binding for the hotel upon (written) reconfirmation. Unilateral amendments or additions to the contract by the guest are invalid. The subletting or re-letting of the rooms provided and their use for purposes other than accommodation is not permitted.

4. Scope of services

The scope of the contract is determined by the individual reservation made and confirmed by the guest. Subject to other contractual agreements, the guest is not entitled to a specific room. If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must inform the guest in good time and offer an equivalent replacement in a nearby hotel of a comparable or higher category. Any additional expenses for the alternative accommodation shall be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately refund any payments already made by the guest (e.g. deposits). The guest shall have no further claims if the substitute accommodation was of equal value.

5. Period of use

Subject to other agreements, the guest has the right to use the rented rooms from 2.30 p.m. on the agreed day of arrival until 11.00 a.m. on the day of departure.

If the room is vacated late by the guest, the hotel may charge CHF 100 per hour or at least 50% of the full accommodation price (list price) if the room is used for more than 4 hours. The hotel reserves the right to claim damages. If the guest leaves the room late, the hotel reserves the right to remove the guest's belongings from the room and store them in a suitable place in the hotel for a fee.

6. Prices / Payment obligation

The prices communicated by the hotel are in Swiss francs (CHF) and include statutory VAT. The guest is obliged to pay the agreed or applicable prices of the hotel for the room rental and the other services used by him. This also applies to orders placed by his companions and visitors. Any increase in statutory charges after conclusion of the contract shall be borne by the guest.

The prices confirmed by the hotel are valid.

The prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guest's stay. Depending on the agreement, the hotel may require a deposit.

An advance payment must be made at the latest by the beginning of the cancellation period. If the reservation is made at shorter notice, the hotel requires a credit card guarantee for the entire booking amount or immediate payment of the total amount.

If the down payment or credit card guarantee is not made on time, the hotel may withdraw from the contract (including all service promises) immediately (without a reminder) and demand the cancellation costs listed in Section 9 of these GTC. The hotel has the right to invoice or interim invoice its services to the guest at any time.

The final invoice shall include the agreed price plus any additional amounts incurred as a result of additional services provided by the hotel for the guest and/or the persons accompanying the guest. Unless otherwise agreed, the final invoice must be paid in Swiss francs in cash or by accepted credit card at the latest at check-out on the day of departure.

7. Visitor's tax

CHF 4.00 per adult/night

CHF 2.00 per child/night (9-15.99 years old)

free for children 0-8.99 years old are included in our room rates.

8. Additional accompanying persons (registered and unregistered)

The hotel room, suite or apartment may only be used or occupied by the number of persons (including children of any age) specified in the contract.

For fire safety reasons, additional persons of any age are not permitted in some rooms. In this case, an additional room must be booked at the current daily rate.

In certain room categories, additional persons (including children of any age) can be booked at an extra charge. The maximum occupancy of a room is determined by the hotel and not by the guest:

Prices with advance reservation:

Persons 0-2 years: free of charge (on request with baby crib, if available)

Persons 3-9 years: CHF 50 per person per night (extra bed on request, if available)

Persons 10-13 years: CHF 100 per person per night (extra bed on request, if available)
Persons aged 14 and over: CHF 150 per person per night (extra bed on request, if available)

Prices without advance booking:

Persons 0-100 years: CHF 250 per person per night (extra bed on request, if available)

9. Cancellation by the hotel

The hotel is entitled to withdraw from the contract extraordinarily and with immediate effect at any time for objectively justified reasons by means of an immediate unilateral and written declaration:

Objectively justified reasons include, for example:

- an agreed advance payment or security deposit is not made within the period set by the hotel;
- force majeure or other circumstances for which the hotel is not responsible and which make fulfillment of the contract objectively impossible;
- rooms or rooms booked under misleading or false information, e.g. the person of the guest or the purpose of use or stay;
- the hotel has justified cause to believe that the use of the agreed services may impair the smooth operation of the business, the safety of other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or unsuccessful seizure) or has suspended payments;
- the purpose or reason for the stay is unlawful.
- If the hotel withdraws from the contract for the aforementioned reasons, the guest shall not be entitled to compensation and the compensation for the booked services shall remain due.

10. Cancellation of the reservation / Cancellation fees

a) Cancellation

Cancellation of the reservation requires the written consent of the hotel. If this is not given, the agreed price must be paid even if the guest does not make use of contractual services. If the guest does not show up ("no-show"), the entire stay will be charged.

Decisive for the calculation of cancellation fees is the receipt of the guest's written cancellation by the hotel. This applies to both letters and e-mail messages. If the guest withdraws from the contract without an authorized cancellation or if certain reserved services are changed or cancelled, the hotel may charge the following cancellation fees.

b) Cancellation fees

Cancellation fees are determined individually at the time of reservation and depend on various criteria (including travel period and duration).

c) Impossible arrival

If the guest cannot arrive or cannot arrive on time due to force majeure (flood, avalanche, earthquake, government travel restrictions, etc.), the guest is not obliged to pay the agreed fee for the missed days. The guest must prove the impossibility of arrival. However, the obligation to pay for the booked stay is revived from the moment the guest is able to arrive.

We recommend European travel cancellation insurance.

11. Early departure

If the guest departs early, the entire booked services will be charged at 100%.

12. stay / keys / security / internet / smoking

The hotel room is reserved exclusively for the registered guest. The transfer of the room to a third person or its use by an additional person requires the (written) permission of the hotel. By concluding a contract, the guest acquires the right to the customary use of the rented rooms and the hotel's facilities by all persons booked, which are usually accessible to guests for use without special conditions, and to the customary service. The guest must exercise his rights in accordance with any hotel and/or guest guidelines (house rules).

The room card issued by the hotel remains the property of the hotel and allows 24-hour access to the hotel. The loss of the card/key must be reported immediately to reception. The guest will be charged CHF 20 for a damaged card and CHF 20 for a lost card.

WLAN can be used in all areas and is free of charge. Guests are responsible for the use of their login data. They are liable for misuse and illegal behavior when using the Internet.

Smoking is not permitted indoors in the entire hotel. Smoking is only permitted outdoors in designated areas.

13. food and drinks

Food may only be brought into the suites and apartments which are equipped with a kitchen. For reasons of hygiene, food must not be left lying around in the rooms.

14 Objects brought in by the guest

Any personal items brought in by the guest are stored on the hotel floor at the guest's risk. The hotel assumes no obligation to guard or store such items. The hotel accepts no liability for the loss, destruction or damage of items brought into the hotel. The guest is responsible for insuring any items brought into the hotel.

15. actions, use and liability

a) Hotel

The Hotel limits its liability to the Guest to the extent permitted by law for slight and medium negligence and is only liable for damage caused intentionally or by gross negligence. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy the situation upon immediate notification by the guest. If the guest fails to notify the hotel of a defect in good time, there is no entitlement to a reduction in the contractually agreed remuneration. The hotel is liable for items brought in by guests in accordance with the statutory provisions, i.e. up to the amount of CHF 1,000. Items are deemed to have been brought in if the guest keeps them in the safe provided for this purpose. The hotel is not liable for slight or medium negligence. If valuables (jewelry, etc.), cash or securities are not handed over to the hotel for safekeeping, the hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables are always kept in the safe at reception. If any damage is not reported to the hotel as soon as it is discovered, the guest's claims shall be forfeited.

The hotel is not liable under any legal title for services which it has merely arranged for the guest. The hotel accepts no liability for theft of or damage to material brought in by third parties.

b) Guest

The guest is liable to the hotel for all damage and losses caused by him, his companions or his assistants, without the hotel having to prove fault on the part of the guest.

The guest is responsible for the correct use and proper return of all technical aids / equipment provided by the hotel or procured on its behalf via third parties, and is liable for damage and loss. The guest is liable to third parties for services and expenses incurred by the hotel.

c) Third parties

If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the customer for all obligations arising from the contract. Irrespective of this, each customer is obliged to pass on to the guest all information relevant to the booking, in particular these General Terms and Conditions.

16. pets

Pets of any kind are not permitted in the hotel.

17. lost property

Lost property will be forwarded if the ownership is clear and the residential/business address is known. The guest shall bear the costs and risk of forwarding. If ownership is not clear, the items will be disposed of after a storage period of three months.

18. further conditions

If the guest requests services that are not provided by the hotel itself, the hotel acts merely as an intermediary. The statutory limitation periods shall apply. Insofar as these can be amended, an absolute limitation period of 6 months after departure shall apply to claims for damages by the guest. Comments on review platforms (such as Tripadvisor, booking.com, etc.) about the hotel's services that damage its reputation or are defamatory, which are demonstrably untrue and can be refuted by the hotel, will be reported to the relevant authorities. The hotel reserves the right to claim damages and compensation.

19. accepted means of payment

Bank transfer, cash, Maestro, Postcard, Visa, Mastercard/Eurocard, American Express or Twint. Checks in any form are not accepted.

20. domiciliary rights

If the guest contravenes the provisions of the hotel and/or local laws, the hotel may exercise its domiciliary rights and expel the guest from the hotel. A warning may, but need not, be issued in advance. In this case, the guest remains liable to pay compensation for the total amount of the services reserved in advance.

Zermatt, August 23, 2024