

# la réserve

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## General Terms and Conditions

The terms and conditions listed below form part of the contract between the customer and the La Réserve Eden au Lac Zurich. We advise to read them through carefully and thank you for doing so.

### 1. Conditions of contract

In all matters relating to the conditions of contract, the Swiss Code of Obligations shall apply. A reservation shall be considered as definite if:

- an offer made by the La Réserve Eden au Lac Zurich is confirmed in writing by the guest.
- a receipt of a deposit or a credit card as a guarantee has been received.

We reserve the right to debit any cancellation charges direct from the credit card.

For guests resident in Switzerland, a reservation shall also be considered as definite upon receipt of a written confirmation (e-mail or letter).

### 2. Prices / Methods of payment

The agreed prices are those stated in the contract in question or in the corresponding Price List(s). Prices are given in Swiss francs (CHF) and include service and VAT. Unless otherwise agreed, breakfast and other meals are not included in the room price.

We accept the following credit cards and methods of payment – American Express, Diners Club, Mastercard, Visa, JCB, Maestro, Twint and cash.

Our bank details are as follows:

Account holder: Hotel Eden au Lac, Utoquai 45, 8008 Zürich

Bank: Credit Suisse AG, 8070 Zürich

IBAN: CH68 0483 5238 5561 4100 0

Swift Code / BIC: CRESCHZZ80A

**La Réserve Eden au Lac Zurich**

Utoquai 45, CH-8008 Zürich

+41 (0)44 266 25 25, [info@lareserve-zurich.com](mailto:info@lareserve-zurich.com), [www.lareserve-zurich.com](http://www.lareserve-zurich.com)

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## 3. Conditions of cancellation

### Arrival and departure times

Guest rooms are available from 14 hrs on the day of arrival and until 12 hrs on the day of departure. In the event of earlier arrivals and/or later departures, special arrangements should be made with the hotel in advance. In order to guarantee an early check-in, the room should be booked already one night earlier. Should the room remain occupied on the day of departure beyond 12 hrs without prior agreement, the hotel reserves the right to invoice the guest for 50% of the room price (up to 18 hrs,) or for 100% of the room price (after 18 hrs).

### Conditions of cancellation

Unless otherwise agreed, a room reservation may be cancelled by the guest free of charge until 14 hrs (hotel's local time) two days prior to the scheduled arrival. For reservations from 5 nights or more, for special room combinations, the La Réserve Eden au Lac Zurich reserves the right to confirm an individual cancellation policy, relevant to the particular booking, as part of the written booking confirmation. In the event of later cancellations than the above mentioned terms, no-shows or earlier than scheduled departures, the hotel will invoice the guest for 100% of the cancelled services.

Please note, that during high season, peak periods and festivals the conditions of cancellation may vary from the above mentioned terms.

For any booking above CHF 15'000.00, a 50% non-refundable deposit is required to secure the reservation.

Should the guest not fulfil his or her contractual obligations (late cancellation, no-show, late arrival, early departure), he or she shall be held liable – in accordance with the Swiss Code of Obligations (OR 97ff / OR 264) – for any loss or damage suffered by the hotel.

## 4. Parking

The La Réserve Eden au Lac Zurich has its own parking spaces at the hotel courtyard. The guest may park his car against a charge of CHF 35 per vehicle and night. Please note, that the hotel cannot be held liable for any damage which may be caused during the time the vehicle is parked on the hotel's parking spaces.

## 5. Pets

Pets are welcome in the La Réserve Eden au Lac Zurich. To cover special cleaning costs the rate for pets is CHF 70 per night (excluding food). We reserve the right to invoice guests for any damage caused by pets.

## 6. City Tax

An additional city tax of CHF 2.50 is charged per person and night.

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## 7. Withdrawal of the Hotel

If an advance payment or other payment guarantee agreed or requested in accordance with point 1 is not paid, even after the lapsing of an appropriate short grace period granted by the hotel, the hotel will be entitled to immediately withdraw from the contract.

Furthermore, the hotel will be entitled to withdraw from the contract with immediate effect if it is not or no longer reasonable for the hotel to start, continue or fully execute the contractual relationship, including but not limited to:

- if force majeure/other circumstances beyond the hotel's control make executing the contract seem unreasonable.
- if rooms are booked using misleading or misrepresented material facts (e.g. the identity of the guest or the purpose of their booking).
- if the hotel has reasonable grounds to believe that the use of the hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the hotel, without this being attributable to the hotel's domain or organisational area.

In the aforementioned cases, the hotel is entitled to immediately withdraw from the contract and the guest will have no claim to damages. Any advance payments or guarantees paid by the guest are due and payable to the hotel in accordance with the provisions laid down in point 8.

## 8. Liability

For property and possessions brought to the hotel by the guest, the hotel shall assume liability insofar as Swiss law applies. The hotel can accept absolutely no liability in the event of carelessness or negligence by the guest.

Should the guest suffer any loss or damage or not be satisfied with the services provided by the hotel, he or she must inform the hotel immediately. Failure to do so will preclude the guest from any right to legal recourse.

In the event of the hotel not providing the guest with the room reserved, the hotel shall be liable for any proven damage or loss suffered by the guest. Should the hotel not be able to provide the guest on his or her arrival with the category of room reserved, the hotel shall organize alternative accommodation of similar standard in another hotel and assume liability for any additional costs incurred by the guest (such as transport, accommodation, etc.) which exceed the originally-agreed price.

Any claims against the hotel shall, in principle, lapse six months after the guest's effective day of departure – unless legal requirements permit a longer period of limitation.

The customer shall be liable to the La Réserve Eden au Lac Zurich for all damage and loss or other prejudice caused by themselves, their employees, their agents, the persons participating in their events or other third parties.

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## 9. Concluding clause

Amendments to the contract or reservation confirmation should always be made whenever possible in writing. Unilateral amendments shall not be valid. By signing the contract or reservation confirmation – or by confirming unilaterally a booking – the guest indicates his or her full acceptance of these General Conditions of Business. In cases this General Conditions of Business do not declare any rules, the Swiss Code of Obligations will apply.

The contract shall be subject to Swiss law exclusively.

The sole place of jurisdiction shall be Zurich, Switzerland.

Zurich, May 2019

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