

**GENERAL TERMS AND CONDITIONS (guest accommodation contract)**  
**(hereinafter referred to as GTC)**

**SCOPE OF APPLICATION**

These General Terms and Conditions (hereinafter referred to as GTC) apply to all establishments of Mammertsberg Gastro AG, Obergass 15, 7414 Fürstenu, Switzerland (entered in the commercial register of the Canton of Graubünden under the number CHE-1240.433.731), namely Restaurant and Hotel Mammertsberg and manager of the website [www.mammertsberg.ch](http://www.mammertsberg.ch) thereafter referred to as "Mammertsberg").

Since we would like to offer our guests a relaxing and stress-free stay in Mammertsberg, we would like to ask you to carefully read the following points, which form an integral part of these general terms and conditions.

These General Terms and Conditions apply to the provision of hotel rooms for accommodation and reservations in the gourmet restaurants as well as to all services and deliveries provided in this context, including any advance services in favor of the guest. Any terms and conditions of the guest shall not apply, subject to any prior written agreement to the contrary. The guest within the meaning of these terms and conditions is both the end consumer and the commercially active entrepreneur.

All offers from Mammertsberg are based on these GTCs. They form an integral part of every contract. Changes to these GTC require an express written agreement between the parties.

**CONCLUSION OF CONTRACT**

The contractual partners are Mammertsberg Gastro AG (hereinafter referred to as "Mammertsberg") and the purchaser/customer - hereinafter referred to as the "guest". If a third party has acted on behalf of the guest, the guest shall be liable to Mammertsberg together with the third party as joint and several debtors for all obligations arising from or in connection with the stay at Mammertsberg.

The contract is concluded upon acceptance of the reservation request by Mammertsberg or one of its establishments. If Mammertsberg makes a binding offer to the guest, the contract is concluded when the guest accepts the hotel or table offer. In both cases, Mammertsberg is free to confirm the reservation in writing without this constituting a contractual requirement.

Changes to the content of the contract are only binding if they have been confirmed in writing by the hotel.

**BOOKING/PAYMENT**

A booking/reservation is considered binding when the guest confirms it by credit card, bank transfer or Saferpay link within the specified period. The guest authorizes the Mammertsberg to charge the form of selected payment for the booking/reservation and all consumption incurred as well as any further claims in accordance with these General Terms and Conditions. The final invoice amount including all consumptions will be charged or paid by the guest on the day of departure at the latest. The guest has the option of using the personal check-out at the front desk to physically view the bill. Otherwise, the invoice will be charged to the credit card on the day of departure and sent by e-mail without encryption. Alternatively the outstanding amount can also be settled by a cash payment. Written complaints will be accepted within 10 days. Thereafter, the invoice is deemed to have been approved by you. Settlements can only be made with an undisputed or legally binding claim against Mammertsberg.

## SERVICES AND ADDITIONAL CHARGES

Mammertsberg is obliged to keep the hotel rooms and/or table booked by the guest available and to provide the services agreed with the guest. The reserved hotel rooms and the table in the gourmet restaurant are only available to the guest for the agreed period. The reserved room is available to the guest during the following period:

- Room check-in: from 14:30
- Room check-out: until 11:30 am

The provision of the booked hotel rooms or table in one of the (gourmet) restaurants to guests other than those specified in the reservation or the provision of services to service recipients other than those specified in the reservation require the prior written consent of Mammertsberg. This inquiry can be refused by Mammertsberg without stating the reason, without this releasing the guest from his payment obligations to Mammertsberg.

The guest is obliged to pay the applicable or agreed fee to Mammertsberg for the use of the booked rooms and/or table reservation and the other services used by the guest. This also applies to services and expenses arranged by Mammertsberg to third parties required by the guest.

Room prices are per room and night including service and VAT at the applicable rate at the time. The price also includes access to the castle garden with pool and the use of bicycles. All rooms are non-smoking rooms. Mammertsberg reserves the right to charge the accommodation guest for any cleaning costs (amount stated below) in the event of smoking.

The guest undertakes to check the room and hotel furnishing upon occupancy and to use it with care. The guest is fully liable for demonstrable damage to the furnishing (by the guest himself, his fellow travelers or pets) as well as for the absence of inventory, which the guest automatically purchases upon departure. Missing inventory in the rooms will be charged automatically to the guest's general invoice. The inventory is checked daily by the hotel's in-house housekeeping and a member of the management. Mammertsberg is authorized to charge the corresponding costs to the guest's credit card or invoicing it. The corresponding invoice will be sent to the guest by e-mail upon request.

If the furnishing of the hotel room has been damaged or destroyed by the guest, the guest is fully liable for the replacement or complete repair. The guest is also liable for the loss of income from the room at the full rate.

Mammertsberg is authorized to charge the corresponding costs to the guest's credit card as consumption for the payment of any damage caused and/or additional cleaning costs, as well as the loss of income from the room. The corresponding invoice will be sent to the guest by e-mail upon request.

The following prices apply for additional cleaning or repair works:

Smoking in the room: from CHF 250 per room

Carpet and curtain: from CHF 200 per piece

Chair: from CHF 400 per piece

Wooden desk: from CHF 250 per piece

Fabric-covered chair/footrest: from CHF 600.- per chair / from CHF 200.- per footrest

Sofa: from CHF 600.- per piece

Bed: from CHF 1,200 per double bed

Mammertsberg documents all damages and/or soiling on the day of departure or within 48 hours of departure with a photo and can send this to the guest or their insurance company by e-mail at any time.

## **PRICES**

All prices are quoted in Swiss francs (CHF). Invoices are issued exclusively in CHF. Mammertsberg is authorized unilaterally and without prior notice to the guest to change the prices valid at the time of the overnight stay as well as the menu and drink prices in the (gourmet) restaurants.

The prices may also be changed by Mammertsberg if the guest subsequently requests changes to the number and/or type of hotel rooms or tables booked in the (gourmet) restaurants, the service provided by Mammertsberg or the length of stay of the guests, and Mammertsberg agrees to this in writing. Invoices issued by Mammertsberg without a due date shall be deemed due and payable in full within 20 calendar days of the invoice date.

Mammertsberg is entitled to demand a down payment of up to 100% of the agreed compensation for services (including VAT) at any time. This advance payment can be made by bank transfer or credit card payment. The amount paid in advance will be credited to the invoice in full, but without interest. The deposit is due at the latest and without reminder with the last written confirmation of reservation, unless otherwise agreed. Any bank transfer costs shall be borne by the customer. If the advance payment made by the guest exceeds the balance invoice amount, the difference will be credited back to the account used for the advance payment - as far as technically possible.

A cash payment exceeding the sum of CHF 1,000.00 or a transfer back to an account other than the account used for the advance payment will not be made under any circumstances. The guest shall be in default of payment if the invoice amount is not paid or irrevocably transferred by the time of departure at the latest. After default of payment, Mammertsberg is entitled to charge interest on arrears at a rate of 10% per annum. Furthermore, Mammertsberg reserves the right to provide evidence of higher damages. The guest is not entitled to any defense of set-off.

If the guest requests third-party services that are not provided by Mammertsberg itself, Mammertsberg merely serves as an intermediary. Any agency fees may apply. Such services will be charged to the guest by Mammertsberg as a consumption according to the invoice with a possible additional fee from the third-party provider.

## **ROOM PROVISION, HANDOVER AND RETURN**

### **Arrival and departure**

The guest is not entitled to the provision of a specific room or table, unless otherwise agreed in advance and in writing. On the day of arrival, the room is available from 2:30 pm at the earliest. The guest is not entitled to earlier availability. On the agreed day of departure, the hotel rooms must be vacated and made freely available by 11.30 a.m. at the latest. In the event of early arrival or late departure, the hotel rooms may be occupied earlier or vacated later with the agreement of Mammertsberg. If the guest occupies the room for longer without prior agreement, Mammertsberg is entitled to charge 50% of the room price until 4.00 pm and 100% of the room price after 4.00 pm.

### **Children**

A baby cot for children up to 4 years is free of charge. Thereafter an extra bed can be placed in the parents' hotel room at a cost of CHF 80.00 per night. Breakfast for children from 4 to 11 years is CHF 10.00 per child and from 12 years CHF 35.00, in each case including VAT. The prices can be adjusted at any time.

## **Pets**

Well-behaved dogs can be accommodated in Mammertsberg on request at a price of CHF 35.00 per day, excluding food. Dogs are not allowed in the restaurant. During the stay at Mammertsberg, the dog is welcome to stay in the room or behind the reception desk. Mammertsberg reserves the right to charge the dog owner for any additional cleaning costs and repair costs for any damage caused.

## **CANCELLATION BY THE GUEST (CANCELLATION, CANCELLATION/ NON-USE OF THE SERVICE OF THE GENUSS WERKSATT)**

In the event of cancellation, Mammertsberg grants the guest the following contractual right of withdrawal:

### **Hotelrooms**

In the event of cancellation prior to the planned arrival date, we will charge a cancellation fee for the hotel rooms booked:

10 days before: 50% of the room price for the entire stay

5 days before: 100% of the room price for the entire stay

### **Restaurant**

Cancellation of a table in the gourmet restaurant is free of charge up to 5 days before the visit. Thereafter, a cancellation fee of CHF 180.00 per person (including VAT) will be charged.

Group reservations (more than 8 persons)

Cancellation of the entire table is free of charge up to 10 days before the visit. Thereafter, a cancellation fee of CHF 180.00 per person (including VAT) will be charged.

There is no cancellation fee if we are able to resell the room and the table. In the event of a NoShow or early departure, the above-mentioned cancellation fees will apply by Mammertsberg.

Mammertsberg is not obliged to resell the booked hotel room and/or restaurant tables if the reservation is cancelled. However, it will endeavor to assist the guest with a resale.

If the guest misses or cancels the stay for any reason, in particular due to illness or accident, the cancellation conditions continue to apply. Mammertsberg therefore recommends that guests sign up for a travel insurance so that any cancellation costs incurred by the guest will be reimbursed by the insurance company.

## **W-LAN USE**

Mammertsberg provides the guest with free Internet access via a W-LAN network. This does not include the provision of firewalls or programmed to ward off harmful computer programs. Guests must protect access to their own important or personal data with passwords. Unknown files should not be opened by the guest. The guest may not open any website that contains content that is relevant under criminal law.

## **DATA PROTECTION**

The data protection provisions for Mammertsberg companies can be viewed on the respective websites. The provisions form an integral part of these GTC. The privacy policy is available at the following link:

[https://static1.squarespace.com/static/633bf7b5bd339a4d404da82d/t/6560987c39a78d7e6deb420c/1700829308469/Mammertsberg+Gastro+AG\\_+Datenschutz+10\\_2023.pdf](https://static1.squarespace.com/static/633bf7b5bd339a4d404da82d/t/6560987c39a78d7e6deb420c/1700829308469/Mammertsberg+Gastro+AG_+Datenschutz+10_2023.pdf)

## LIABILITY OF MAMMERTSBERG GASTRO AG / LIABILITY OF THE GUEST

If an agreed advance payment or according to paragraph "Services and additional charges" a payment is not made even after a reasonably short grace period set by Mammertsberg, Mammertsberg shall be entitled to withdraw from the contract with immediate effect. Furthermore, Mammertsberg is entitled to withdraw from the contract with immediate effect if the commencement, continuation or complete fulfilment of the contractual relationship is not or no longer reasonable for Mammertsberg, including but not limited to cases where - force majeure/other circumstances for which Mammertsberg is not responsible make the fulfilment of the contract appear unreasonable, - rooms are booked under misleading or false statements of material facts (e.g. in the person of the guest), - the guest is not able to fulfil the contract, - the guest is not able to fulfil the contract, - the guest is not able to fulfil the contract, or Mammertsberg has reasonable grounds to believe that the use of the hotel services may jeopardize the smooth running of the business, the safety or reputation of other guests and/or the Mammertsberg operations, without this being attributable to Mammertsberg's sphere of control or organization. Mammertsberg shall be entitled to cancel the contract immediately in the cases mentioned above and the accommodation guest shall not be entitled to any compensation. Any advance payments or guarantees of payment made by the accommodation guest shall accrue to Mammertsberg in accordance with the provisions set out in "Services and additional charges" and in the provisions set out under "Cancellation by the guest".

In principle, Mammertsberg is only liable to the guest for damage caused to the latter intentionally or through gross negligence as a direct result of non-fulfilment or significantly poor fulfilment of the contractual obligations assumed by Mammertsberg. The amount of compensation shall in any case be limited to a maximum of the compensation for the stay booked by the guest or actually paid by the guest on departure (excluding VAT and cash payments). Should disruptions or defects occur in the services of Mammertsberg, Mammertsberg will endeavor to remedy the situation as soon as it becomes aware of them or upon immediate complaint by the accommodation guest. The guest is obliged to do everything reasonable to remedy the fault and minimize any possible damage, and to notify Mammertsberg immediately of any faults or damage.

Mammertsberg is also only liable for loss of or damage to items brought in in the event of willful intent or gross negligence. If Mammertsberg is legally liable for third parties, it is also only liable if the third party is guilty of gross negligence; the liability of Mammertsberg is excluded if the third party caused the damage intentionally. The liability of Mammertsberg is expressly limited to the benefits of Mammertsberg liability insurance, in particular for third-party and reflex damage. Any further liability is expressly excluded.

Liability for valuables and cash is only accepted if these are kept in the room safe or handed in at reception against a receipt, up to a maximum amount of CHF 2,000 per claim. Mammertsberg is not liable for damage caused by force majeure. Any liability claims are forfeited without compensation if the accommodation guest does not notify Mammertsberg in writing immediately after becoming aware of the loss, destruction or damage. Mammertsberg is not liable for loss of or damage to motor vehicles parked or maneuvered by the accommodation guests and their contents on the premises rented by Mammertsberg, except in cases of intent or gross negligence.

Messages, post and consignments of goods for the accommodation guest are handled with care. Mammertsberg will deliver, store and - on request - forward them for a fee. Claims for damages that are not based on gross negligence or intent, as well as third-party or reflex damage, are excluded. Adjustments or promises are not binding and cannot be used by the guest against Mammertsberg.

## PROTECTIVE PROVISIONS, PLACE OF JURISDICTION, APPLICABLE LAW AND ADDRESS FOR SERVICE

Unilateral amendments or additions to these GTC by the guest are invalid even if made in writing. The place of fulfilment and payment is Fürstenau. Should individually provisions of these GTC for the temporary and paid provision of Mammertsberg premises for accommodation be invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to immediately replace the invalid provision with a valid provision that comes as close as possible to the economic intent of the original provision. The contractual relationship between the guest and Mammertsberg is governed exclusively by Swiss substantive law to the exclusion of all provisions of the IPRG and any applicable bi- and multilateral agreements. The exclusive place of jurisdiction for all claims arising from or in connection with these General Terms and Conditions between the parties mentioned at the beginning is Fürstenau. The contractually agreed place of jurisdiction shall also apply to any pre-litigation interim measures. Accommodation guests residing abroad or accommodation guests with no fixed abode or unknown abode hereby declare that they wish to submit to enforcement in Switzerland within the meaning of Art. 50 para. 2 SchKG and choose Fürstenau in favor of Mammertsberg as the special domicile for the fulfilment of all obligations arising from or in connection with the present accommodation contract. The accommodation guest residing abroad, as well as the guest with no fixed abode or with an unknown abode, agrees that any court and/or enforcement documents from the court or enforcement authorities, including orders and decisions, intended for him/her may be served with legally binding effect at the address of Mammertsberg.

A stay in Fürstenau means an unforgettable moment and a fascinating gastronomic experience! We take care of all the formalities and administrative points so that you can enjoy your stay without any worries. By making a reservation for one of the Mammertsberg establishments, you accept the above terms and conditions. We thank you for the confirmation of receipt.

Fürstenau, October 2023

