



General terms and conditions for Heller Gastro

1. **Applicability:**

These general terms and conditions are valid for all legal relationships between the Heller Gastro AG (Eiger Selfness Hotel, mentioned below as Heller Gastro AG) and the client.

2. **Contract formation**

With the acceptance of a booking in writing, made over the phone, an electronic or personal booking and by receiving our confirmation, an agreement/contract between the client and the Heller Gastro AG is concluded. The present general terms and conditions are a part of this contract. Email message counts as "in writing".

3. **Booking conditions**

For each booking we need a valid credit card number with expiry date as a guarantee of the booking. If this requirement is not met, the Heller Gastro AG might cancel the reservation without notification. Cancellation policy, see paragraph 5.

All prices are in CHF, VAT included, visitors tax excluded.

4. **Change in prices**

In the following cases, Heller Gastro AG may change the published prices:

- ➔ New or increased governmental taxes (VAT or visitors tax for example)
- ➔ Change of exchange rates (due to the daily rate calculated by Heller Gastro AG)
- ➔ Clear explicable misprint

5. **Cancellations and change of reservation**

5.1. General terms

Cancellations and rebookings are only possible, if made in writing to the Heller Gastro AG. Following charges apply:

Our cancellation policy for rooms:

Until 7 days before arrival	free of charge
6 – 4 days before arrival	50%
3-0 days before arrival	100%

Our cancellation policy for apartments/chalets:

Until 30 days before arrival	free of charge
29 – 0 days before arrival	100%

5.2 Cancellation date and insurance

The cancellation cost can be covered by a cancellation insurance, if the client has procured the insurance.

5.3. Cancellation by act of nature without control

By act of nature without control, such as riots/civil disturbance, strike, disasters and so on, a cancellation on short notice might occur due to safety reasons. In this case, the client receives the amount back in form of a voucher.

5.4. Disturbances and business limitations

Disturbances, for example noise and/or business limitations does not entitle to compensation or refund.

6. **Minimum stay**

The following minimum stay applies to the Heller Gastro AG:

Room reservation:

Winter weekends	3 nights
Over New Years Eve	7 nights

Apartment reservation:

Always bookable from	4 nights on
Over New Years Eve	10 nights

7. **Claim compensation and liabilities**

The Heller Gastro AG is only liable in case of intention or an act of gross negligence. The Hotel accepts no responsibility or liability for property brought in by the guest in keeping with legal requirements. The liability claim becomes invalid if the customer does not notify the Hotel at the latest 7 days after gaining knowledge of any loss or damage and has to be in writing to the Heller Gastro AG; otherwise the claims are considered as expired.

8. **Parking**

For the clients, the Heller Gastro AG offers parking possibilities at CHF 5 per night behind the hotel and covers only liability within legal requirements.

9. **Room/apartment/chalet occupation and vacation**

The hotel room/apartment/chalet is to be used and treated with greatest care. Only the exact number of clients as stated on the contract/confirmation, are allowed to use the room/apartment/chalet (including children). The client is not allowed to leave rented accommodation at Heller Gastro AG to a third party for use. The client is liable for eventual damage, unless the client can prove that the occurred happened without the fault or neglect of the client. Damages must be notified immediately to the Heller Gastro AG. The Heller Gastro AG reserves the right to check the state of the room/apartment/chalet at any time. If any additional expenses occur, the Heller Gastro AG will charge the client. Check in on the arrival day for rooms/apartments/chalets at 3 pm and check out at 11 am on the departure day.

10. Activities in and organized by the Heller Gastro AG

The participation on guest programme, recommended excursions as well as the offered courses is voluntary. The Heller Gastro AG does not accept any liability.

11. Selfness and wellness area

The use of the Selfness- and Wellness area is at the clients own risk. The Heller Gastro AG does not accept any liability.

12. Massages and appointments

Cancellations or change of appointment are free of charge if done 12 hours in advance. The Heller Gastro AG disclaim any liability for any massages on pregnant women. The pregnant client is responsible.

13. Vouchers

The Heller Gastro AG accepts vouchers within validity. Please inform when booking is made.

14. Prepayment

The Heller Gastro AG is allowed to charge the credit card 30 days before arrival with the full prepayment for apartment and chalet bookings as well as bookings of 5 rooms or more.

15. Early Bird and non refundable reservations

The Heller Gastro AG is allowed to charge the full amount (incl. visitors and accommodation tax) on the same day as the booking is done to the given credit card. These reservations are not possible to cancel free of charge.

16. Data protection

The Heller Gastro AG pledge to observe the respective data protection laws during the use and processing of all customer data and customer usage data. Client details are only to be used for maximize the operating safety or in the interest of sales promotion, product design, crime prevention, collection of economic key data and statistics as well as invoicing.

17. Applicable Law and Jurisdiction

The legal relationship between the guest/booking point and the Heller Gastro AG is subject to Swiss law. The place of jurisdiction is agreed as Interlaken. Should any dispute arise from the interpretation of this document, the original German version is binding.



General terms and conditions for Restaurant Barry's

1. **Applicability :**

These general terms and conditions are valid for all legal relationships between the Heller Gastro AG (Eiger Selfness Hotel and Restaurants, hereafter mentioned Heller Gastro AG) and the client/guest.

2. **Conclusion of the contract**

With the acceptance of a booking in writing, made over the phone, an electronic or personal booking and when receiving our confirmation, an agreement/contract between the client and the Heller Gastro AG is concluded. The present general terms and conditions are a part of this contract. Email message counts as «in writing».

3. **Booking conditions**

For all bookings from 10 persons on, we need a valid credit card number as a guarantee of the reservation. If this is not respected, Heller Gastro AG is able to cancel the reservation without notification. Cancellation policy, see paragraph 5.

All prices are in CHF, incl. VAT.

4. **Change in prices**

In the following cases, Heller Gastro AG may change the published prices:

- >New or increased governmental taxes (VAT or visitors tax for example)
- >Change of exchange rates (due to the daily rate calculated by Heller Gastro AG)
- >Clear explicit misprints

5. **Cancellations and change of reservations**

Individual guest (up to 10 persons)

Concerning reservations made by individual guests, we expect a cancellation by phone or in writing in advance.

Groups (from 10 persons and more)

Following applies for groups: cancellations or changes of existing reservation are only valid in writing to Heller Gastro AG. Following charges apply:

Changes in number of guests must be done at the latest 3 days in advance (no charge), thereafter we charge CHF 45 per person for à la carte reservation and the menu cost of a reordered menu.

6. **Group reservations**

Groups with 10 persons and more, we are not able to promise that all guests will be able to sit at one table. The guests might be seated on various tables.

7. **Smoking**

It is not allowed to smoke in our Restaurant Barry's. Smokers are welcome in our Smoker's Lounge.

8. **Claim compensation and liabilities**

Heller Gastro AG is not liable in case of intention or an act of gross negligence. For objects brought in by the clients the liability is to be excluded to the extent allowed by (Swiss) law.

9. **Parking**

The hotel parking is at your disposal when visiting our restaurants (if sufficient space).

10. **Vouchers**

Heller Gastro AG accepts vouchers within the period of validity.

11. **Data protection**

Heller Gastro AG pledge to observe the respective data protection laws during the use and processing of all customer data and customer usage data. Client details are only to be used to maximize the operation safety or in the interest of sales promotion, product design, crime prevention, collection of economic key data and statistics as well as invoicing.

12. **Applicable law and jurisdiction**

The contracts concluded with Heller Gastro AG according to these general terms and conditions are subject to Swiss law. The place of jurisdiction is agreed as Interlaken. Should any dispute arise from the interpretation of this document, the original German version is binding.

Grindelwald, October 2015