

## General Terms and Conditions

### For rooms reservations at Hotel du Commerce Basel

The terms deal with the business relationship between the customers and Hotel du Commerce Basel, hereinafter "Hotel". The general terms and conditions can be adapted by the Hotel without prior notice to the customer. Valid at the signing of the contract are those terms and conditions.

#### Scope

These terms and conditions are valid for all contracts and services related to the overnight stay.

#### 1. Reservations

Reservations and modifications thereof come into effect once the Hotel and the customer have agreed upon and confirmed in writing. The respective services are based on the confirmation of reservation. If the customer adds additional clients then he will be responsible for the entire bill on based reservation.

For reservations that are only made at the day of arrival, the reservation will come into effect at the moment of its receipt of the Hotel, without written confirmation.

#### 2. Option

Options are binding for both parties. After expiration of the deadlines the Hotel is free to put the room back on sale, unless there is a written and mutually signed confirmation in place.

#### 3. Arrival and Departure

Unless no other agreement on place check-in is after 4 pm on the day of arrival and check-out before 11am on the the day of departure.

#### 4. Group travel

The customer is requested to confirm the final number of participants of a group travel as early as possible but not later than 48 hours before date of arrival. Lower number of members as compared to the reserved number can only be accepted up to a maximum of 5 %. Beyond that all deviations are to the expenses of the customer.

#### 5. Cancellation of reservation

5.1 Cancellation of group travel and overnight stay have to be confirmed to the Hotel by the customer in writing as early as possible. In case the entire reservation is been cancelled the Hotel charges the customer with the following cancellation fees:  
A) group travel till 10 people (Services=overnight stay and breakfast)

- Cancellation 30-16 days before arrival, more than 50% cancelled: 50% of the reserved services
- Cancellation 15-08 days before arrival, more than 25% cancelled: 75% of the reserved services
- Cancellation 07-00 days before arrival: 100% of the reserved services
- No-show: 100% of the reserved services

B) Individual till 10 people (Services=overnight stay and breakfast)

- Cancellation 48 hours before arrival can be free of charge
- Cancellation 48 to 24 hours before arrival: 50% of the reserved services
- Cancellation on the day of arrival: 100% of the reserved services
- No-show: 100% of the reserved services

#### Hotel du Commerce

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IBAN CH 31 0077 0016 5423 8029 3 / SWIFT: BKBBCHBB / Basel, Switzerland



# Hotel du Commerce

The Hotel by the Basel Fair

Reserved hotel rooms (for individual travel) for which check-in has not taking place before 8pm on the date of arrival, the Hotel is free to put the room back on sale. This is not the case if the confirmation of late arrival was made and the reservation was guaranteed by deposit of credit card or cash. A guarantee for late arrival can also be made by the company booking the reservation. In such event the precised address has to be indicated. For trade fares a special cancellation policy is in place.

5.2. Furthermore the Hotel can cancel the contact unilaterally if the following and similar events occur.

- Force majeure or other events beyond the control of the Hotel.
- Reservation was made using erroneous information (e.g. wrong information regarding the person or purpose of the reservation)
- If the Hotel has substantiated reason to believe that the use of the Hotel services will lead to business disruption and/or put at stake the safety and image of the Hotel in the public eye.

If such event is confirmed, the client will not have any right for damages.

## 6. Prices and payment terms

6.1. Prices are based on the confirmation of the reservations, the price list in effect or special contractual agreement. The prices are charged in Swiss Francs and include VAT.

6.2. Prices can be modified by the Hotel in case the customer wishes to make modifications to the original reservation and to which the Hotel is in agreement.

6.3. The Hotel reserves the right to ask for prepayment for the total amount of the reservation or parts thereof especially in event of large reservation. Agreed upon deposit/payment in advance have to be credited to the respective bank account of the Hotel by the agreed upon date. Delayed or non made payment such deposit (prepayment) release the Hotel of the contractual agreement. Instead of a payment in advance the Hotel can also ask for a credit card guarantee.

6.4. The customer is obliged to pay all costs of the overnight stay and services upon his departure.

6.5. Overnight stay can also be paid by the company of the customer, subject to confirmation of such takeovers of charges. Such invoice has to be settled within 10 days of receipt of bill. No deduction apply. It's within the authority of the Hotel to accept or decline such takeovers of charges. In case such takeover of charges is not approved by the Hotel, the customer has to settle all costs at departure.

6.6. The Hotel reserves the right to ask for immediate settlement of delayed invoices.

6.7. In the event of delayed prepayments, the Hotel reserves the right to charge the legally applicable interest rate of currently 8% above the based interest rate. Additionnaly the Hotel can charge Swiss Francs: 5,00 for each reminder. The Hotel furthermore reserves the right to prove and charge additionnal damages to such delay of payments.

## 7. Liability

7.1. Liability Hotel du Commerce Basel: the Hotel is liable vis à vis his customers for all damages arising from deliberate or severe negligence. To produce proof thereof is within the responsibility of the customer. Such damages have to be notified to the Hotel the latest at time of departure. The Hotel is not liable for damages caused by carelessness. The Hotel is furthermore not reliable for theft or damages of the goods of its customers. The Hotel strives to exact executions of wake-up calls, the correct and timely transmissions of information and goods. In the event the customer receives a parking spot in the parking garage of the Hotel or elsewhere also against payment, no contract of safe custody will come into effect. The Hotel does not have any surveillance obligation. However the Hotel strives to avoid any kind of damages, but no liability arises from such actions toward the Hotel or its staff. The Hotel is furthermore not liable for mediated services.

7.2 Liability of the customer: The customer is liable for all damages and loss arising from his actions or people related to him. The Hotel does not have to prove such wrong doing.

## 8. Other terms and conditions

8.1. Lost and found articles are only sent by the Hotel upon request of the customer and at the customer own risk and expense. In the event lost items are not claimed within 3 months, the Hotel reserves the right to make use os such items.

8.2. The rooms can only be used for the agreed upon purpose of the overnight stay.

## 9. Applicable law

Applicable law for all contracts are the laws of Basel Stadt, Switzerland. The responsible court is the Court of Basel, Switzerland.

Basel, August 2009

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