

These terms and conditions regulate the contractual relationship between the client and the Hotel du Commerce, hereafter called HdC.

#### **Applicability**

These terms and conditions apply for all contracts which relate to the rendering of efforts and supplies with the HdC.

#### **1. Signing of a Contract / Reservation**

The contract is achieved with the receipt of the reservation confirmation signed by the guest. If the booking guest signs in further guests, he is liable for the overall invoice amount resulting from the reservation.

#### **2. Service**

The concrete efforts are based on the contract resp. the reservation confirmation which form the basis of the contractual relationship. Unless otherwise agreed the Terms and conditions are valid.

#### **3. Use and Duration**

The premises are available for the guest/organizer only during the time agreed upon in the contract. An other useful life (duration of utilization?) requires the consent of the HdC and carries follow-up costs with it.

#### **4. Number of Participants**

The numbers of persons confirmed by the customer are charged for. The customer pledges himself to communicate the final number of persons to the HdC as early as possible, but no later than 48 hours before arrival. (as a gesture of goodwill = up to 14 persons 2 persons, after that 10% deviation downward accepted)

#### **5. Cancellation conditions**

If the customer withdraws from the contract, the following cancellation costs have to be paid:

a) Room reservations for groups (from 10 rooms)

30 – 16 days:	50%
15 – 8 days:	75%
7 – 0 days:	100%

b) Room reservation individually

up to 3 days before arrival possible without any costs  
2 – 0 days: 100%

c) Seminar/boardroom/meetings

up to 30 days before event possible without any costs  
30 – 16 days: 50%  
15 – 8 days: 75%  
7 – 0 days: 100%

d) Banquets/event in the restaurant & catering

up to 61 days before event possible without any costs  
60 – 31 days: 25%  
30 – 16 days: 50%  
14 – 8 days: 75%  
7 – 0 days: 100%

e) No show are charged for with the full amount.

Decisive for the calculation is the written arrival of the cancellation at the hotel. If an event is postponed, a belated cancellation is not possible any more. In the case of no show the prices agreed upon contractually are invoiced. The costs of the cancellation relate to the offer signed by the customer, including all services.

#### **6. Prices and payment obligation**

The prices result from the confirmation resp. from the price list and are in CHF. The HdC is entitled to demand a deposit to the extent of the reservation. The Hotel can demand a credit card guarantee instead of a deposit. Bills up to CHF 1000.00 have to be paid in cash or by credit card on site. Events with billing addresses outside Switzerland have to be paid to 100% before the event. If a deposit is not effected in time, the HdC can, after an unsuccessful passing of a grace period determined by the HdC, dissolve the contract and demand the cancellation payments owed under contract point 5. The guest/organizer is obliged to pay the bills within 30 days without deduction.

#### **7. Liability**

a) The HdC is liable for the things (goods?) brought in by the guests according to the legal regulations. Should the guest come to harm or not be satisfied with the services of the HdC, he has to report this to the HdC immediately, otherwise he cannot assert rights any more. All claims against the hotel expire within 6 months after the end of contract, provided the compelling legal determinations do not stipulate longer deadlines.

b) The customer is liable towards the HdC for all damages and losses that are caused by him resp. by his guests or participants, without the HdC having to prove a fault to the customer.

#### **8. Applicable rights & legal stand**

As exclusive legal stand the parties agree upon Basel City. Exclusively Swiss law is valid.