

## 1. Scope

These General Terms and Conditions apply to all guest accommodation contracts concluded between Motel One Switzerland GmbH as the managing company of Motel One Hotels in Switzerland and third parties (guests).

## 2. Reservations

The acceptance of a reservation made by a guest constitutes the agreement of an accommodation contract. This agreement, comprising the reservation of rooms, is binding to both parties to the contract. Reservations for rooms that have not yet been paid for are valid until 18:00 hrs of the day of arrival. Guests are not entitled to accommodation in a particular room. The hotel reserves the right to re-let reserved rooms following expiry of the reservation period. The hotel will provide guests with a binding booking or reservation number and, upon request, a written booking confirmation. Restrictions as minimum length of stay, deposit and other conditions may apply to specific dates.

Once a room has been booked, it must not be resold, sublet and/ or passed on. In particular, rooms and/ or room quotas must not be passed on to third parties at prices above the actual room prices. Neither does Motel One give any permission for the transfer or sale of the claim towards Motel One. If such instances occur, Motel One shall be entitled to cancel the booking, especially if the guest who has effected the transfer or sale has given the third party false details about the type of booking or about the payment. Moreover, Motel One expressly does not permit the hotel room to be used for any purposes other than accommodation.

## 3. Guaranteed reservations, cancellation periods

Non-guaranteed reservations will lapse after 6:00 pm on the arrival date. They do not need to be cancelled. A reservation is guaranteed following provision of a valid credit card number and has not been cancelled before 18:00 hrs on the day of arrival. If a guest fails to make an appearance (no show), he will be charged the full amount due for the reserved rooms minus any recovered expenditures. Bookings made through quota contracts or reservations for more than five rooms per night are subject to the cancellation periods and other regulations agreed in these contracts. Different cancellation periods apply for bookings during events and trade fairs. These will be stated during the booking process and on the booking confirmation. Bookings can be cancelled upon provision of the reservation number.

## 4. Advance payment of room charge

The price for a booking must be paid in advance and at the latest upon arrival at the hotel.

## 5. Value-added tax

Applicable rates are total gross rates including all taxes, fees and other charges. In case of changes of tax or fee rates as well as the charge of new or additional taxes and fees – that are unknown to the parties at this time – Motel One Switzerland GmbH reserves the right to adjust the named rates and prices accordingly.

## 6. Means of payment/ provision of services on credit

The hotel accepts payments in cash (local currency only) by EC or credit card (Visa, MasterCard, Diners and American Express). The Hotel does not provide any services on credit.

## 7. Occupancy times for reserved rooms

Reserved rooms are available to the guest from 3 pm on the day of arrival to noon on the check-out date. Guests can also arrange a late check-out with the hotel in advance upon request. If the hotel agrees to the late check-out, they reserve the right to charge CHF 20.00 per supplementary hour for the additional use of the room. If check-out takes place after 3 pm, guests are charged the full day rate for the room. Guests are not contractually entitled to a late check-out.

## 8. Liability of Motel One

Motel One accepts liability for any injury to life, limb or health where this is within its own responsibility. Furthermore, Motel One also accepts liability for other damage, caused by violations of contractually typical duties where such breaches have been committed by Motel One either wilfully or through gross negligence. Violations of duties by Motel One include those committed by its legal representatives, employees or agents. Unless otherwise specified in these GTCs, Motel One does not accept any further-reaching damage claims.

In the event of faults or defects in the performance of Motel One, Motel One shall remedy the relevant situation upon receiving an immediate complaint from guests. The guest shall do everything that can be reasonably expected to help remove the fault and to keep potential damage as low as possible. Also, the guest shall report to Motel One in good time any potential circumstance that may lead to exceptionally high damage. Motel One accepts liability for items brought to the hotel within the parameters of the legal provisions. However, liability is limited to

100 times the room price (from CHF 600 to a maximum of CHF 3,500) and limited to CHF 800 for cash, securities and valuables. The claim shall lapse if the guest fails to report a given loss, destruction or damage of the relevant item to Motel One as soon as he/ she has gained knowledge of the same. Any unlimited liability is subject to the relevant statutory provisions.

If the guest is given a parking slot in the hotel garage or hotel car park, whether for free or against a charge, then this shall not constitute a safekeeping agreement. Motel One is under no obligation to provide surveillance. Motel One is liable for all damage specified under the provisions. The guests must report damage without delay and must report any apparent damage before leaving the parking facility. Motel One accepts no liability for damage caused by other tenants or by any other third parties.

## 9. Vouchers

A voucher can only be redeemed for the hotel's own products and services and only at the hotel specified on the voucher. If voucher payments lead to a remaining credit, such credit shall continue to be available and may be used for further payments at the relevant hotel. Each voucher is valid for three years, counting from the date of issue. Vouchers cannot be returned, are not for resale and are not transferable, neither can they be redeemed in cash. Vouchers cannot be used in online payments. The person ordering a voucher is responsible to ensure the correctness of all details (especially the e-mail address) to which the voucher and the invoice are to be sent.

Right of revocation: You may revoke your declaration of contract in writing (by letter, fax or e-mail) within a period of 14 days without being required to give any reason or by simply sending back the gift card. The term starts upon receipt of this instruction in writing, but not before receipt of the gift card. The revocation period is deemed to be observed if either the declaration of revocation or the goods are sent back on or before the respective expiration date. Please address the revocation to: Motel One GmbH, keyword: gift card, Tegernseer Landstraße 165, 81539 München, Fax: +49 89 665025 50, E-Mail: giftcard@motel-one.com.

## 10. Food and drinks

It is prohibited to consume food and drinks obtained from outside the hotel inside the hotel's public areas. Breakfast may only be taken within the designated public areas (bar, lounge). Guests are prohibited from removing any of the items offered as part of their breakfast and taking them with them. The preparation of food in the hotel's rooms is prohibited.

## 11. Non-smoking inside the Hotel

All Motel One in Switzerland are non-smoking hotels. Smoking in both the hotel's public areas as well as guest rooms is therefore prohibited. The hotel shall be entitled to demand that guests reimburse any associated special cleaning costs, as well as loss of earnings arising from an inability to re-let a room, in the event of non-compliance. The hotel hereby expressly reserves the right to deduct these costs to the amount of at least CHF 250.00 from a guest's credit card deposited for security.

## 12. Pets

Pets are subject to the approval of Motel One. Any guests wanting to bring a pet must announce their intention in advance. If Motel One accepts the pet, it does so on the proviso that it is kept under the continuous supervision of the guest, that it is free from disease and that it does not pose any other risks to other guests or the hotel staff. A pet must not be taken to the Motel One breakfast room or bar. A fee of CHF 6.00 is payable per pet per night. Guests are not permitted to have more than one pet per room. However, this does not apply to guide dogs for the blind, the deaf or persons with other disabilities. Such persons are permitted to bring their dogs free of charge and at any time.

## 13. Group reservations

Reservations of eleven rooms or more must be guaranteed by advance payment. In this respect, the separate terms and conditions of each hotel also apply.

## 14. Final provisions

Changes and amendments to the agreements or to the general terms and conditions must be made with facsimile or electronic signature. Any unilateral changes or amendments by the guest are ineffective. Provided that the contractual party of Motel One is a business person, a legal entity under public law or a separate estate under public law, the parties agree that the place of jurisdiction for any disputes between them, arising from their contractual relationship, shall be Basel.