

General terms and conditions The Bristol

1. Scope

These General Terms and Conditions (hereinafter referred to as GTC) apply to all guest accommodation contracts concluded between Swiss Design Collection AG as operating company of The Bristol in Bern with third parties (guest) as well as for all other services and deliveries provided by The Bristol.

2. Conclusion of contract / resale

After the reservation by the customer, or the person commissioned by the customer, the hotel conveys a confirmation of reservation by e-mail. The contract between the parties comes into existence with the conveyance of the confirmation. A reservation made on the day of arrival is binding at the moment of acceptance by the hotel. The reservation for rooms ordered but not guaranteed for by a credit card is valid until 6 pm on the day of arrival. The Bristol reserves the right to rent the reserved rooms otherwise at the end of the reservation period. The resale/re-rental and/or the reletting of booked rooms are prohibited. In particular, the reletting of rooms to third parties at prices other than the actual room rates is not permitted. In these cases, The Bristol is entitled to cancel the booking. Use of the hotel room for a purpose other than the purpose of accommodation is expressly forbidden.

3. Cancellation periods and prepayments

The terms of cancellation depend on the booked rate:

Non-refundable rates:

100% of the cost for the booked services will be debited from the credit card prior to arrival, usually directly after booking. The bookings made with a non-refundable rate can neither be modified nor cancelled. No refund will be granted.

Best available rate as well as bookings with company rate:

This rate gives the highest possible flexibility and no prepayment has to be made (the credit card information transmitted is only a guarantee of booking). The booking can be cancelled or modified free of charge up to 6 pm on the day of arrival. If cancelled or modified later than 6 pm on the day of arrival or in case of no-show, 100% of the price of the first night will be charged.

The cancellation conditions for the group or contingent bookings are listed individually in the tenders/confirmations of reservations.

4. Taxes, fees, charges

Stated prices are in CHF including service and VAT. The state City Tax per person and per night will be charged in addition to the published prices.

5. Terms of payment

The hotel is entitled to demand a reasonable deposit or security at any time. If the customer does not comply with his obligation to pay or provide security, the hotel is entitled to withdraw from the contract after a reasonable period of time.

If no prepayment has been made, the entire invoice amount must be paid by credit card (Master, VISA, American Express), debit card (EC/Maestro) or cash at the latest upon departure. Common foreign currencies (euro, dollar, pound) are accepted according to the daily rate and with an extra charge of 3%. If a payment has been agreed by means of an invoice, it shall be due without deduction 30 days from the date of invoice. In the case of a delay in payment, the Hotel is entitled to charge default interest.

6. Options for use of reserved rooms / arrival and departure times

Reserved rooms are available from 2 pm on the day of arrival until 12 noon on the day of departure. For early arrival, resp. later departure, on a timely request and subject to availability and, if necessary, to a fee, the hotel will endeavour to make that possible. There is no entitlement.

If the room is used for a longer period without prior agreement and consent, the hotel can charge the costs up to one night.

If the guest is unable to arrive or does not arrive in time due to force majeure (flood, earthquake, etc.) then the obligation to pay is waived. The obligation to pay for the booked stay, however, resumes from the moment the arrival becomes possible again.

7. Group bookings / room contingents

For group bookings, the customer has to submit a list of participants with the following details at least 14 days prior to arrival: first and last names of all guests as well as instructions regarding the cost sharing between the customer and the overnight guest. If the booked contingent is not exhausted, the unused rooms will be returned to the sale. The general cancellation policy for group bookings and contingents allows cancelling the reservation up to 60 days before arrival. Individually agreed cancellation conditions are reserved in all cases.

8. Liability of The Bristol

The hotel is liable for the brought items of guests according to the legal regulations. The hotel is liable for damages only in cases of intent or gross negligence. Liability for slight negligence is expressly excluded. In case one of our guests should be harmed or be dissatisfied with the services of the hotel, this must be reported immediately to the hotel management, otherwise the guest can no longer claim rights.

9. Data protection

Data protection is of high importance to The Bristol. If you make reservations and/or send us inquiries via our website, we require you to provide personal information, such as your name and your email address. We will treat this data confidentially and use it exclusively for the purpose of providing individual information to our customers, based on their interests and needs, as well as for statistical and marketing purposes for our own activities. Data processing is designed to enable us to tailor our website and services to the needs of users. Data processing is, however, also carried out, and in particular, for market analysis in order to determine the interest in the versatile hotel sector and thus to draw conclusions for the need-oriented design of this tourist service offer. Any other use of your personal data, in particular, their sale to third parties, is expressly excluded.

10. Food and drink brought along

In the public areas, the consumption of food and drinks brought along is prohibited. Breakfast can only be enjoyed in the designated rooms. No food and drinks can be taken away from the buffet. In the rooms, the preparation of food is prohibited.

11. Non-smoking in the hotel

The Bristol is a non-smoking hotel. Smoking is prohibited throughout the hotel. If a guest, however, smokes in the rooms or in the public area, charge cleaning costs (curtains, furniture, carpet, etc.) of CHF 200.00. If the hotel rooms cannot be rented the next day due to the strong smoking odour, an additional night will be charged according to the hotel rates. All rooms and guest rooms are connected by a smoke detector to a fire detection centre. In case of a fire alarm due to the fault of the guest, all incurring costs which are directly related to it, such as the use of the fire brigade or the consequential costs for restoring the operating state, are to be borne solely by the perpetrator.

12. Lost property

Finds of guests are kept for six months. All valuables are handed over to the public lost property office within one week.

13. Pets

Bringing a pet is subject to the consent of The Bristol. The guest is obligated to announce the wish to bring a pet in advance. If The Bristol agrees to bring the pet, the pet shall be under the permanent supervision of the guest, be free from diseases and will not be a danger to hotel guests or the hotel staff. For the special cleaning of the room, we charge CHF 20.00 per pet and night without food. If damage occurs in the room due to the stay of the pet, they must be borne by the animal owner, resp. guest. The animals must be kept on a leash in the public areas. Exceptions, however, are blind, deaf and other comparable service dogs. These may be carried free of charge and at any time.

14. Final provisions

Changes or additions to the contract or reservation confirmation are always made in writing. Unilateral changes or additions are ineffective. By booking online, through a travel agency resp. online travel agency or by the unilateral confirmation of a booking by the guest, the guest accepts our "General Terms and Conditions". The contract is exclusively subject to Swiss law. The parties to this agreement agree on Bern, Switzerland as the exclusive jurisdiction.

Berne, February 2018