

GENERAL TERMS AND CONDITIONS (CT&G)

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SWISSTECH HOTEL

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1. Scope of application

The following General Terms and Conditions (GT&C) apply to the hotel rooms provided as accommodation to customers, as well as all other services pertaining to the SwissTech Hotel. They define the rights and obligations of the parties in the frame of all reservations.

The customer's GT&C do not apply.

2. Key principle

Each reservation made at the SwissTech Hotel directly or via an online travel agency entails the full agreement of the following GT&C.

The consent of the customer regarding the following GT&C occurs during the reservation. It is not possible to make a reservation without that consent. The conditions applicable upon the conclusion of the contract are admissible.

If some measures of the following GT&C are to be ineffective or null, the validity of the contract and the other measures of the general terms are not affected by it. For the rest, the legal measures are applicable.

3. Reservation

Each individual can book her/his room via different methods:

- On the hotel website: www.swisstech-hotel.com
- By email at reception@sthotel.ch
- With online travel agencies

No reservation will be taken by telephone.

The hotel reserves the right to deny or cancel any reservation that does not fit the establishment's ethics, or that could potentially harm its reputation as well as the safety of the customers and the employees.

For all non-refundable reservations, the credit card given by the customer is immediately charged. In the case of this card being declined, the SwissTech Hotel reserves the right to cancel the aforementioned reservation.

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In the case of a bug which would affect the availability and create overbooking, the SwissTech Hotel reserves the right to cancel the relevant reservation(s).

All modifications of the length of stay or the travel dates initially booked may lead to a price modification.

3.1. Direct

Once a reservation is made by email or via the hotel website, a booking confirmation (including information which oversee the smooth running of the stay) will be sent by email.

All reservations with a public rate have to be made online via the website www.swisstech-hotel.com, in order to guarantee the reservation with a credit card.

All refundable booking modification or cancellation requests have to be made by email. These requests must be communicated at 2P.M. (local time) on the day before the arrival date at the latest, to avoid any additional fees.

No modification will be applied to a non-refundable reservation.

3.2. Via an online travel agency

For all reservations made via an online travel agency, the booking modification and cancellation requests must be made through said travel agency. The free cancellation or modification deadline is 2P.M. (local time) two days before the arrival date at the latest.

The SwissTech Hotel is not able to modify or cancel a reservation made via an online travel agency.

No modification will be applied to a non-refundable reservation.

4. Pricing

4.1. Rates

Prices are expressed in CHF and are meant per room per night, including free Wi-Fi, services, and VAT. The city tax per person per night is not included. It is also the case with extra services (breakfast, parking...)

Our services are applicable for the ongoing year and may be prone to change without prior notice.

Prices take account of the VAT in effect on the reservation date. All changes of rate applicable to the VAT will automatically affect the prices indicated on the billing date.

All modifications or implementations of new legal or regulatory taxes imposed by local authorities will automatically affect the prices indicated on the billing date.

4.2. Means of payment

The payment methods allowed are the following:

- Mastercard
- Visa and V-Pay
- Maestro
- American Express
- Postcard
- JCB
- Twint
- Dinners
- Cup
- Invoices to debtors (payable by 30 days)

To protect and encrypt debit card data when they transit through our website, the standard security technology SSL (Secure Socket Layer) is applied when using our services.

4.3. Payment by invoice

An invoice can only be sent in the case of a payment request from the company or the group making the reservation, as long as it is situated in Switzerland. No invoice will be sent outside of the Swiss territory.

A cleared invoice can be given to the customer or the reference person from which we have the email address. No invoice will be sent to a third party.

4.4. Guarantee and banking

A credit card imprint can be taken when registering the reservation.

By accepting the GT&C when making a booking, the credit card holder authorises the SwissTech Hotel to charge it with the amount indicated on the booking confirmation.

In the case of a full payment made before the service has been given, no refund will be given. The cancellation policy mentioned in these general terms and conditions is no longer applicable.

5. Arrival and departure

The rooms booked are available to customers from 2P.M. (local time) on the arrival day. The customer is not entitled to an anticipated occupation of the room.

In case a customer could not come to check in before the reception closes, she/he will receive instructions, on the email address used to reserve, to get access to the room. If, however, the customer does not get that email, a security service is available at +41 21 693 40 00.

For all reservations made as a day use, the price for one night is applied. If the day use starts before 12P.M., the previous night will also be charged so that the room may be available when the reception opens.

On the departure day, the room must be freed and available for the hotel at 12P.M. at the latest. In the case of a late check-out, the hotel reserves the right to charge 50% of the full room price until 3P.M., and 100% from 3P.M.

6. Cancellation policy

Individual reservations are definitive once the offer made has been accepted and the booking confirmation has been sent. In the case of a cancellation coming after the cancellation deadline mentioned on the confirmation, the first night is charged at 100%.

All non-refundable reservations will neither be modified, nor refunded, no matter the booking method used.

The cancellation policy can differ depending on the booking method, and the chosen pricing. Please refer to your booking confirmation to know the cancellation terms.

For reservations made via an online travel agency, the cancellation requests have to be made via that same agency.

We advise to subscribe to a cancellation insurance in case of unexpected events (accident, sickness, late arrival, or early departure). In the case of a late cancellation, no refund will be given.

7. Refund

In case of a mistake from the customer when reserving, no refund will be given by the SwissTech Hotel, and that in no form whatsoever.

All reservations cancelled over the deadline will be charged, no matter the cancellation reason. An invoice can be produced and sent to the customer to claim a refund to her/his insurance company.

No non-refundable reservation will be refunded, no matter the reason for the refund request.

8. No-show

If the guest fails to arrive on the scheduled date without having cancelled within the time frame set out in the hotel's cancellation policy, the full amount of the booking will be charged. No refund or credit will be issued. The hotel also reserves the right to release the room for resale.

9. Breakfast

Except with an opposite mention, breakfast is not included in our rates. This service is offered at the price of CHF 16.- per day per person, at the following hours:

- 6.30 to 10.00 during the week
- 8.00 to 10.00 on the weekend and public holidays

The SwissTech Hotel reserves the right to modify the breakfast hours at any given time.

In the context of an individual reservation, breakfast must imperatively be booked at least the day before. If it is requested on the same day, we cannot guarantee its availability.

Breakfasts that are booked but unconsumed will not give the right to a refund.

10. City tax

The payment of the city tax, which amounts to CHF 5.50.- per person per night, is mandatory, in accordance with the local regulation of the towns in the Lausanne conurbation. The amount of the

city tax may be prompted to change in any given time. That tax gives the right to a free transport card for all public transports of Lausanne, valid from the arrival day to the departure day.

11. Parking

The SwissTech Hotel has no private parking, but customers are invited to use the neighbouring parking “SwissTech Village – EPFL” situated Route Louis Favre – 1024 Ecublens. As such, the hotel cannot be held responsible for cases of theft or damage.

To benefit from the preferential rate of CHF 10.- per night, we invite you to validate and pay for your ticket at the reception.

For all reservations made via an online travel agency, the price is CHF 20.- per night. It is also necessary to present the ticket at the reception, and the extra charge will be added to the hotel invoice.

As this is a public parking, the hotel is not able to book a space in advance.

For all vehicles higher than 2.20m, outside yellow spaces indicated as “Réservé SQNE” are available by requesting a sticker at the reception. This sticker must imperatively be placed in evidence on the windshield. In the event of failure to comply with these conditions, and a report be addressed, the SwissTech Hotel cannot be held responsible.

12. Group reservation

12.1. Contract agreement

A booking offer for a group is designated as such and must be validated by email response to the hotel.

The SwissTech Hotel specifically reserves the right, as long as the offer has not yet been accepted, to offer the rooms to reservation. In case of a new request, the new offer can differ from the previous one. At this stage, no room is booked in our system.

Once the booking offer is confirmed, the rooms are blocked off of selling. A group contract is sent and must be returned by email, filled in and signed, under 14 days. After that deadline, the SwissTech Hotel reserves specifically the right to free the blocked rooms and put them back for sale.

For all groups with a payment for the guests’ reservation, the payments have to be ticked on the contract. If no payment is clearly indicated, the SwissTech Hotel reserves the right to include all expenses to the final invoice.

12.2. Payment and guarantee

The payment by invoice is favourable. However, no invoice will be sent abroad.

For all group reservations with a credit card payment, a guarantee of 100% of the full amount of the file will be asked D-28 before the group arrival. This guarantee will be banked on the arrival day of the group. In case of collecting too much, the refund will be given on the day when the final invoice is edited.

In the case of the guarantee payment not being done 7 days after the secured link has been sent, the SwissTech Hotel reserves the right to cancel the reservation altogether.

12.3. Cancellation policy

The cancellation policy for groups is the one indicated on the contract.

In the absence of a specific cancellation policy, the following statements are applied:

- D-45: free of charge
- D-45 to D-30: 25% of the full amount (all taxes included) of the cancelled rooms.
- D-30 to D-15: 50% of the full amount (all taxes included) of the cancelled rooms.
- D-15 to D-7: 75% of the full amount (all taxes included) of the cancelled rooms.
- D-7: 100% of the full amount (all taxes included) of the cancelled rooms.
- No-show/ early check-out: 100% of the full amount (all taxes included) of the rooms.

All cancellation or modification requests must only be made by email, and by the organizers of the event.

12.4. Rooming-list

For all group reservations, the rooming-list template communicated by email must be filled in and sent back at the latest one month before the group arrival.

This rooming list includes the surname, the name, the email address, and the travel dates of each guest. No advertising will be sent to the email addresses.

A reference person on site must be designated by the organizers in case they cannot be present at the event.

12.5. Breakfast

For groups, the full number of breakfasts must be confirmed to us at the latest one month before the arrival date, when sending the rooming list.

The breakfasts booked but unconsumed do not give the right to a refund.

13. Block reservation

A block reservation designates a quota of rooms blocked by an organizer. Each room of this quota is to be reserved individually by different persons.

13.1. Reservation method

For all block reservations, a code is chosen by the organizers. This code has to be referenced by the future participant when making his booking request, only by email. The reservation then becomes an individual reservation with a free cancellation deadline set 7 days before the arrival date.

All reservations made on the hotel website or via an online travel agency cannot benefit from the preferential rate set for the block. The participant must then make a cancellation request and after book by email.

The block deadline is set on the 45th day before the arrival date of the first reservation. When it has passed, all rooms not yet booked are automatically released from the block and put back on sale. After that deadline, participants can still benefit from the preferential rate if and only if the hotel still has availability for the requested dates.

13.2. Payment and guarantee

Once the block offer is confirmed by the organizers, the latter act as guarantors for all confirmed reservations. The payment of the customer is done at the reception on the arrival day. In case of no-show or lack of payment, the SwissTech Hotel reserves the right to send an invoice to the organizer.

14. Displacement

In case of non-availability, or emergency, the SwissTech Hotel reserves the possibility of partially/fully hosting a customer in another hotel nearby, of similar or superior category, for services of the same kind. All expenses implicated for the transfer are chargeable to the SwissTech Hotel.

15. Damages

In order for customers to cohabit in the best conditions for the duration of their stay in the hotel, it is asked to adopt an adequate sound volume when speaking, watching the television, or using any object playing music, in order to respect the customers' peacefulness.

Pets are forbidden in our establishment. All persons with a reservation and coming with a pet will be denied access to the hotel.

It is strictly forbidden to smoke inside the hotel. All negligence can result in a financial penalty of CHF 250.- respectively for the reconditioning of the premises, the cleaning of the furniture cloths and the impossibility of selling the room for the night.

Customers are invited to smoke either on the terrace and collect their cigarette butts to put them in an ashtray, or to smoke directly near the ashtray displayed at the courtyard access.

All abusive behaviour that does not respect the Swiss law or that affect the stay of other customers may result in a hasty departure without any refund.

16. Business room

The SwissTech Hotel offers a meeting room of about 30m² that can welcome up to 10 persons. All reservations can be requested by customers who may or may not be guests of the hotel.

The rates are as follows:

- Hour: CHF 50.-
- Half-day: CHF 140.-
- Whole day: CHF 230.-

Included in those rates:

- Access to the Wi-Fi
- Interactive flipchart

- Water carafe
- Nespresso coffee machine
- Selection of tea

The reservation can be cancelled free of charge until 72 hours before the arrival date.

Communication for the booking request, cancellation or modification requests must only be made by email.

For all reservations, a credit card guarantee is asked 14 days before the arrival day. This guarantee is banked on the arrival day, or released if the payment is done on spot.

17. Liability

The SwissTech Hotel denies any responsibility in the case of passing, body or object damage for all persons staying in a room, unless there is a proven fault of the hotel.

The SwissTech Hotel also denies any responsibility in case of object loss, damage, or delay due to an event beyond our will or control, including in case of force majeure (pandemic, explosion, flooding, storm, fire, accident, warfare, or civil or terrorist threat, restrictive measures from all official authorities, strike, demonstration). In such cases, the reservation can be rightfully cancelled without the customer being able to request a compensation.

In addition, the SwissTech Hotel denies all responsibility for the noise pollution or all sorts of inconveniences which are beyond its will or control.

18. Privacy

All received information will strictly remain confidential, and will not be communicated to a third party, in accordance with the new law on data protection (RS 235.1).

Please refer to the legal notice:

https://www.swisstech-hotel.com/uploads/pdf/MentionslegalesSTH_06.2018.pdf

For security reasons, the SwissTech Hotel records the activity within its premises in different places (hall, reception, lobby, and corridors). The recordings are valid for 3 months before being erased. The recorded tapes are only used in case of litigation (theft, aggression, ...). Only the Police, following a complaint filing, the Director and his deputy are authorized to watch the recorded tapes. By accepting the general terms, you agree with being filmed.

The SwissTech Hotel offers access to free Wi-Fi to all the customers. However, the hotel cannot guarantee neither the safety of this service, nor the fact that the provider does not keep the metadata of the user. By accepting the general terms, the customer accepts, in full knowledge of the cause, the use of the Wi-Fi network.

19. Guests' belongings

The belongings, and exhibition material or other, brought by the customer and put in the hotel premises are left so at her/his own peril. The hotel does not take on any watch or care obligation. The hotel denies any responsibility regarding the loss, disappearance or damaging of brought belongings, except in case of serious negligence or ill intent from its part. It falls to the customer to insure the brought belongings.

The brought material must meet the requirements in terms of fire police. The hotel has the right to request an official supporting document about this. Due to the potential deterioration, the list and the set-up of the material must be agreed upon beforehand with the hotel. The exhibition material and other must be removed immediately after the event ended. The hotel can have someone remove or stock the material left on spot on the customer's expenses.

The packaging (cardboard, boxes, plastic, ...) in which the material is delivered to the customer, or third parties must be thrown away by the customer. If the customer leaves packaging on spot, the hotel has the right to have someone remove them on the customer's expenses.

20. Actions, usages, and liability

20.1. Hotel

The hotel denies, in the scope of legal possibilities, its responsibility concerning the customer for light or average negligence, and only answers for damages caused intentionally or by serious negligence. If disturbances or defects appear in the hotel services, we will do our best to solve them, as soon as the customer reports them. If the customer omits to report a defect to the hotel in due time, she/he will not have the right to a discount on the room price. The hotel denies its responsibility regarding theft and damaging of belongings brought by third parties. Considered brought, belongings that the customer leaves in her/his hotel room, and in the locker provided. The hotel does not accept objects nor values left by customers in the locker of the reception. Refer to the articles 487 ss CO of the Swiss code of obligations.

20.2. Guest

The customer answers to the hotel for all deteriorations, noise pollution and losses caused by her/himself, her/his companions or assistants, or participants from the event which she/he organizes. The customer has to respect the sleep of all, especially at night-time being from 10P.M. to 6A.M. The customer answers for compensation in case of failure to comply with these regulations. Moreover, the customer is responsible of the good use and restitution by the book of all means/ technical equipment that the hotel provides or that she/he get her/himself from a third party, and he answers for their damage, loss, and reconditioning.

20.3. Third party

The third party who makes the reservation for the customer replaces her/him.

21. Evolution and amendments of the GT&C

The listed General Terms and Conditions can be modified and/or completed at all times by the SwissTech Hotel. In that case, the new version will be put online by the SwissTech Hotel. Once they are online, they will automatically apply to all customers, excepted the reservations already confirmed.

22. Jurisdiction/applicable law

The legal relation between the customer and the SwissTech Hotel is determined by Swiss law. The legal jurisdiction is situated in Lausanne.

23. Conclusion

The listed regulations, likely to be modified at all times, apply to all our services, available directly or indirectly (via our partners), online, by email or by telephone. You declare having full knowledge of the listed regulations and accepting them when accessing our website or all other medium, researching on it, using it, or making a reservation on it.