

General contract conditions for customers

Introduction

The contract conditions define the policies on the basis of which SWISSLODGING GmbH accepts reservations for its accommodation offers. The word CUSTOMER subsequently designates the person who has made the reservation and all other persons that were named by this person at the time of registration.

Rent, Price

The lease contract is concluded in the name and in favor of SWISSLODGING GmbH as hirer and general contractor at the price specified on the web site or the price specified on the separate offer respectively. The prices are quoted including local VAT, excluding guest taxes. Billing will be effected exclusively in Swiss Francs.

Term of lease

With the exception of special specifications in the object description, the term of lease is equivalent to the number of days stated in the information concerning the individual event. Other contractual arrangements concerning term of lease are not possible without separate arrangements and explicit approval of SWISSLODGING GmbH. Possible differing terms of lease have to be negotiated separately between SWISSLODGING GmbH and the customer.

Payment

At the booking process, the entire amount of the rental arrangement is due. After reception of the full payment, the rental voucher will be sent to the customer. Payment is carried out either by credit card (VISA, MasterCard, American Express) or by bank transaction according to the information given by SWISSLODGING GmbH.

Inception of contract / validity

The contract becomes valid at the completion of the reservation processes on basellodging.com, with signed offer by Fax or by mail. For administrative reasons, reservations made by phone or orally cannot be received. The reservation turns into a definite booking after payment is received (in case of bank transaction) and confirmed credit card entry respectively. If no payment or credit card entry is received within 30 days, the reservation expires without substitution.

Alteration

For every booking alteration, or in case the customer wants the reservation to be transferred to another name, or wishes to make other alterations, a fee of up to CHF 50 per mutation is charged. SWISSLODGING GmbH reserves the right to charge the customer additional cost resulting from alterations. Alterations of the rented property are basically considered cancellations. Other agreements require the explicit approval of SWISSLODGING GmbH.

Cancellation

The cancellation of a reservation, even if it is replaced by a new reservation, is subject to the following costs:

- Up to 75 days before beginning of the rent
- 25% of the total amount
- 74 to 43 days before beginning of the rent
- 50% of the total amount
- 42 to 30 days before beginning of the rent
- 70% of the total amount
- 29 to 14 days before beginning of the rent
- 90% of the total amount
- Cancellation at a later time
- 100% of the total amount
- Handling fees and possible additional costs will be added.

Security deposit

At the handing over of the keys, the customer has to make a credit card security deposit of at least CHF 1'000 for the duration of the rent. The security deposit, after possible subtractions for additional services and possible damages to the rented property or loss of property, will be refunded. In case the security deposit is not paid, SWISSLODGING GmbH reserves the right to refuse the customer access to the rented property. Refund of the paid lease price stays reserved. In case of early departure or secret departure, the security deposit expires in favor of SWISSLODGING GmbH.

Arrival and departure

In case the rented property has been rented for the entire duration as stated on the website, the customer is at liberty to determine his arrival at his option. For logistic and administrative reasons, the customer has to notify SWISSLODGING GmbH of the exact times of arrival and departure one week before arrival at the latest. The handing over of the keys will however be effected at 15.00 on the earliest possible day of arrival. Earlier arrivals have to be negotiated with SWISSLODGING GmbH in advance. If the customer does not arrive during regular check-in times without prior negotiation with SWISSLODGING GmbH, or if the customer fails to inform SWISSLODGING GmbH of any delays, possible ulterior costs of accommodation are at the expense of the customer.

Formalities upon arrival

Upon arrival, the customer has to produce the rental voucher as well as his passport or identity card to SWISSLODGING GmbH in order to accomplish the registrations compulsory by law.

Rented property

At the handing over of the rented property, existing defects or missing inventory as well as damages, defects etc. that happen during the term of lease have to be reported to SWISSLODGING GmbH upon their ascertainment or causation. The customer is liable for defects that are caused by him or his guests during the term of lease. In case damages are discovered after the term of lease, SWISSLODGING GmbH can claim them retroactively. In case of overcrowding, the supernumerary persons and persons that are not registered with SWISSLODGING GmbH can be turned away; in case of non-compliance with this directive, the contract can be cancelled instantly; the rent stays owed.

Cleaning / Upkeep / Condition of the rented property

The rented property will be handed over clean and with all the necessary clothes (bed-linen, towels, bath towels, etc.). During the term of lease, the service personnel will clean the rented property daily. Final cleaning is effected after the term of lease. If there is more than the ordinary degree of staining, SWISSLODGING GmbH reserves the right to charge the additional cost to the customer. The customer is obliged to uphold the prescribed guidelines for the use of the rented property. These guidelines are also part of the contract. SWISSLODGING GmbH, and their partner companies respectively reserve the right to enter the rented property at daytime between 10.00 and 17.00 for reasons of controlling and cleaning.

Liability / Insurance

Every accommodation is inspected by SWISSLODGING GmbH before the beginning of the rent. The customer is liable to SWISSLODGING GmbH for damages to the rented property as well as to the furniture, in case these damages are demonstrably caused by the use during the term of lease and exceed the measure of normal wear. SWISSLODGING GmbH is explicitly not liable for theft of a customer's personal belongings. If SWISSLODGING GmbH is forced by reasons of force majeure or events beyond their control to cancel a reservation and therefore cannot to make available a rented property, SWISSLODGING GmbH offers the customer a rented property of the same category, subject to availability. If the lease price of the proposed rented property is lower, the customer will be refunded the difference. If no agreement is reached, both contracting parties are entitled to cancel the contract. SWISSLODGING GmbH will only refund the paid lease price to the customer. A refund of any other costs is excluded.

Jurisdiction

Only Swiss law is applicable. In case of legal actions against SWISSLODGING GmbH, the exclusive jurisdiction is Basel-Stadt. SWISSLODGING GmbH can prosecute contractual partners in their place of residence or in Basel-Stadt.

In the event of a court case, only the German version of general terms and conditions is valid.