

General terms and conditions

for the Eiger Lodge, Grindelwald



echt. easy. aufregend.

1. Applicability

These GTC shall apply to all legal relationships between Heller Gastro AG (Eiger Lodge, hereinafter referred to as Heller Gastro AG) and the guest.

2. Conclusion of contract

With the receipt of the written, telephone, electronic or personal booking and the delivery of our confirmation, a contract is concluded and comes into effect between the guest and Heller Gastro AG. These general terms and conditions of contract are part of this contract. Communications by email are deemed to have been made in writing. Confirmations for the group house (Eiger Lodge Easy) must be signed and received by us at least 5 months before arrival.

3. Booking conditions

For all bookings which are not made via the internet, credit card details must be given as a guarantee or a deposit of at least 50% of the booking amount is required. If these conditions are not met, Heller Gastro AG may cancel the booking without notice. Cancellation charges are subject to clause 5 below.

All prices are in CHF incl. VAT, exclusive visitor's tax.

4. Price changes

Heller Gastro AG may change the advertised prices in the following cases:

- newly introduced or increased government levies (e.g. value added tax, visitor's tax, etc.)
- changes in exchange rates (converted in accordance with the daily exchange rate of Heller Gastro AG)
- clearly explainable printing errors

5. Cancellations and alterations

5.1. General conditions

Cancellations or rebookings are only valid if they are made in writing and sent to Heller Gastro AG in writing.

Mythos Eiger Nordwand

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Grundstrasse 58
CH - 3818 Grindelwald

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Individual & group bookings up to a booking volume of CHF 1'500 (excl. city tax)

Up to 4 days before arrival free of charge

3 days before arrival or no-show 100 % of the invoice amount

Group bookings up to a booking volume between CHF 1'500 and CHF 5'000 (excl. city tax)

Up to 22 days before arrival free of charge

21 days before arrival, early departure or no-show: 100 % of the invoice amount

This amount is to be paid 21 days before arrival

Group bookings up to a booking volume from CHF 5'000 or more (excl. city tax):

Up to 61 days before arrival free of charge

Up to 60 days before arrival, the approximate number of participants must be given. 75 % of the registered participants will be charged.

Up to 30 days before arrival, the definite number of participants must be given. The remaining amount of the total invoice will be charged (=100%).

Cancellation of caterings

Cancellation of the whole catering service:

Up to 5 days before the event: free of charge

4 days or less before the event: CHF 100

The number of people can be adjusted up to 4 days before the catering date without additional costs (billing according to the number of people registered).

From 3 days before the date, at least the registered number of people will be charged. If more people are subsequently registered, the additional people will also be charged.

On winter weekends there is a minimum stay of 2 nights, just one night cannot be cancelled (both nights must be paid for). The reserved beds will be charged, including the beds of those who are ill, have an accident & are otherwise unable to attend.

In case of money refunds to the guest, CHF 25 handling fee will be charged. On conclusion of a group contract, a flat rate of CHF 100 will be charged for expenses.

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5.2. **Cancellation costs and insurance**

Cancellation costs may also be covered by cancellation insurance (provided that the guest has insurance) and the guest has taken out such insurance externally.

5.3. **Cancellation in case of force majeure**

In the event of force majeure such as political unrest, strikes, catastrophes, etc., a cancellation may be made by Heller Gastro AG for safety reasons, even at short notice. In such cases the guest will be refunded the amount paid in the form of a voucher.

5.4. **Disturbances and operational restrictions**

Disruptions such as noise and/or operational restrictions do not entitle the guest to any compensation or refund.

6. **Minimum stays**

The following minimum stays apply at Heller Gastro AG:

Winter weekends: 2 nights

over New Year: 4 nights

7. **Compensation and liability**

Heller Gastro AG is liable for damages only in cases of intent or gross negligence. Liability for property brought in by the guest will be assumed to the extent permitted by law. Claims must be made immediately, at the latest 7 days after in writing to Heller Gastro AG and no later than 7 days after departure; otherwise the claims are deemed to have expired. Theft: only applies in the event of theft from closed cupboards and rooms.

8. **Car park**

Heller Gastro AG offers its guests a limited number of parking spaces for CHF 5 / per night next to the Eiger Lodge. It only accepts liability within the prescribed by law.

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9. Use of the rooms

The rooms and public areas are to be used and treated with the utmost care by the guest. The rooms may only be used or occupied by the number of persons (including children) specified in the contract. The guest is not permitted to use Heller Gastro AG for the use of third parties.

The guest is liable for any damage, unless he can prove that this was caused through no fault of his own or that of third parties (or the fault of other users). Damage must be reported to Heller Gastro AG without delay.

Heller Gastro AG reserves the right to check the condition of the rooms at any time. Heller Gastro AG reserves the right to charge for any additional expenditure incurred. Additional expenditure which exceeds normal cleaning will be charged at a minimum of CHF 50.

The rooms and the group house part are available from 3 pm on the day of arrival. On the day of departure the rooms must be vacated by 11 am.

10. Credit cards

By providing credit card details, the guest automatically agrees that the following costs may be debited from his account:

- charge to credit card 3 days prior to arrival
- reserved beds not paid for on the day of arrival
- no-show for reserved rooms
- damage caused by the guest
- damage caused by the organiser and the guests registered by the organiser

11. Activities

Participation in activities in and/or organised by Heller Gastro AG as well as recommended excursions are voluntary. Heller Gastro AG accepts no liability.

12. Advance payment

Heller Gastro AG takes the liberty of requesting a deposit (50%) for all group bookings of 10 pax or more and a credit card as a guarantee for room reservations. The required deposit is to be paid up to 30 days before arrival.

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13. Data protection

Heller Gastro AG undertakes to comply with the applicable data protection legislation when handling and processing all customer data. Customer data will only be used to maximize operational safety or in the interests of sales promotion, crime prevention, collection of key economic data and statistics and for invoicing purposes.

14. Applicable law and place of jurisdiction

All contracts concluded with Heller Gastro AG under these GTC are governed exclusively by Swiss law. Swiss law is exclusively applicable. The place of jurisdiction for any disputes is Interlaken.

Grindelwald, December 2024

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