

TERMS & CONDITIONS APPENZELLER HUUS AG

1 SCOPE

- 1.1. The General Terms and Conditions (T&C) apply to all contracts and agreements regarding the rental use of hotel rooms, conference, banquet, and event rooms in the Appenzeller Huus establishments (hereinafter referred to as the hotel). This applies to individual stays, events such as banquets, seminars, conferences, and similar events, and all associated services such as meals and overnight accommodation. The applicable terms and conditions are displayed on the hotel's website.
- 1.2. The T&Cs are provided in English. In the event of any deviations, the German version applies.

2 SERVICES, PRICES AND PAYMENTS

- 2.1. The Appenzeller Huus undertakes to provide the services booked or ordered by the customer, which the Appenzeller Huus has confirmed in writing (usually by email). The contract has not yet been concluded until this confirmation is received.
- 2.2. The reserved room is available to the guest at the following times:
 - Check-In: from 3 pm
 - Check Out: until 11 am at Huus Bären and Löwen, respectively, 12.00 am at Quell
- 2.3. Different times are only valid if agreed in writing. Without an agreement, the hotel reserves the right to charge costs.
- 2.4. Early check-in or late check-out is possible, depending on availability. The hotel reserves the right to charge an additional amount for this. If the room is used beyond the official check-out time, the guest will be charged a fee depending on when the room was released.
- 2.5. All prices are stated in Swiss francs (CHF) and include the legally required value-added tax (VAT). The room prices mentioned do not include the applicable cantonal tourist tax during the stay. Appenzeller Huus expressly reserves the right to make changes to prices or adjustments. The place of fulfillment and payment is the hotel's headquarters.
- 2.6. Unless Appenzeller Huus requires a deposit or advance payment deducted from the corresponding invoice amount, the guest must pay the full amount at the latest upon departure. Payment can be made with a credit card, bank card (EC/Maestro, Postcard), debit card, or cash accepted by Appenzeller Huus. When paying with a debit or credit card, the card details are transmitted to Appenzeller Huus as part of the payment process or stored by the payment provider as part of tokenization.

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After verifying the cardholder's legitimacy, Appenzeller Huus will immediately request the card company to carry out the guarantee or payment transaction. The guarantee or payment is automatically processed by the credit or debit card company, and the card is charged.

- 2.7. All reservations or bookings listed below are considered group bookings and are subject to specific contractual conditions:
- Bookings of 5 or more rooms for the same arrival and departure dates, in the same name, and/or by the same customer.
 - Bookings for 5 or more applications or treatments in the same area and/or in the same name and/or by the same customer on the same day.
 - Table reservations for 5 or more people at the same time, in the same restaurant, under the same names, and/or by the same customer.
- 2.8. The ones in point 2.7. The constellations mentioned above are viewed as a group by the Appenzeller Huus. They are not subject to these general terms and conditions but to the special terms and conditions for "Group Reservations."

3 HOUSE RULES

- 3.1. If there are house rules in the Appenzeller Huus, the guest must adhere to them.

4 LIABILITY

- 4.1. The hotel declines all liability for goods brought in by customers or guests and for personal injuries. The customer is liable for all damage to the hotel's building or inventory caused by gross negligence by him or his guests.
- 4.2. Messages, mail, and packages addressed to the customer will be treated carefully. The Appenzeller Huus takes care of the handover and storage of the shipments and can forward them for a fee at the customer's express request. The Appenzeller Huus assumes no liability for incorrectly delivered mail or undelivered packages.

5 DAMAGE

- 5.1. The customer is liable to the hotel for any damage or loss caused by himself or his participant without the customer being proven to be at fault. The Appenzeller Huus declines any responsibility for theft or damage to property, clothing, or items belonging to the customer, the organizer, speakers, participants, or third parties.
- 5.2. Smoking is strictly prohibited in all guest rooms of the hotel. Any violation constitutes a breach of contract.

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- 5.3. In such cases, the hotel reserves the right to charge a reasonable cleaning and damage compensation fee, which will be billed in addition to the room rate.
- 5.4. Smoking is also prohibited in the public areas of the hotel (including the lobby, restaurant, and spa).
- 5.5. An exception applies to the designated smoking area «Schmitte» in the Taverne Bar, which is intended as a cigar lounge. Smoking is permitted exclusively in this area.
- 5.6. Guests are kindly requested to observe the non-smoking policy in all other areas strictly. In the event of violations, the provisions outlined in section 5.3 apply.

6 CANCELLATION IN CASE OF FORCE MAJEURE

- 6.1. In the event of a withdrawal due to force majeure, the customer will receive a credit of 50% of the contractually agreed total amount, which can be redeemed within 6 months (hereinafter referred to as the "extension period") from the initially agreed period of the stay or event. Advance payments are not paid out but retained as a loan.
- 6.2. The customer is entitled to book another stay or event at the hotel within the extension period within the hotel's capacity. After the grace period has expired, the hotel is released from all performance obligations under the contract without any obligation to repay.
- 6.3. An epidemic/pandemic or a reason arising from a political situation, e.g., B. Civil unrest, conflict, and/or war, will not be considered force majeure. Exceptional changes in the inflation rate and supply shortages for the event's organization are also not considered force majeure.

7 DATA PROTECTION

- 7.1. Appenzeller Huus is committed to complying with the general data protection and security provisions. Customers' data is treated as strictly confidential and is not passed on to third parties.
- 7.2. For the safety of our guests and staff, all hotel public areas are monitored by recorded CCTV. You consent to being filmed for these purposes by using the hotel facilities. The information you provide is protected by the GDPR and our privacy policy, which is available upon request. We assure you that this data will never be used for marketing purposes.

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8 CANCELLATION TERMS

- 8.1. Individual hotel room bookings can generally be canceled free of charge up to 3 days before arrival. This may vary on special dates like the festive season or specific events. If you cancel later, Appenzeller Huus will charge the full amount of the booked stay. Cancellations and changes must be submitted in writing by email to reservations@appenzellerhuus.ch. The same cancellation rights apply to the Appenzeller Huus in the event of structural restrictions, delays, or staff shortages. In this case, the guest will be informed in writing and within the specified period of the cancellation of the accommodation agreement. In this case, any deposits already paid will be refunded immediately. In a timely cancellation, there is no right to compensation.
- 8.2. If the guest cannot attend a booked spa treatment, this must be communicated at least 24 hours before the appointment. An email confirmation of receipt of the cancellation will be sent. All treatment costs will be charged if the guest cancels less than 24 hours before the agreed appointment.

9 JURISDICTION AND APPLICABLE LAW

- 9.1. Our business activities and, thus, the relationship between guests and Appenzeller Huus are based exclusively on Swiss law. Appenzell AI is the place of collection and exclusive jurisdiction for any disputes arising from this contract.

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