

## General terms and conditions

### 1. Preamble

Hotelcard AG, Burgstrasse 18, 3600 Thun (hereinafter "Hotelcard AG") markets and brokers hotel stays in Switzerland. Hotelcard AG members are issued a Hotelcard **as proof of their membership in physical or digital format**. The Hotelcard entitles the members (hereinafter "Guest/Guests") to book hotel accommodation at a discounted rate as per the provisions below.

The contractual relationship between Hotelcard AG and the Guest is based exclusively on the "General Terms and Conditions (GTC) for the Purchase and Use of the Hotelcard and for the Purchase of Hotelcard Vouchers".

### 2. Conclusion of the partner contract

The registration of the accommodation (hereinafter "Hotel") via the Hotelcard AG extranet portal represents a proposal to conclude a contractual agreement. The partner contract between the parties will be concluded by means of Hotelcard AG's written or electronic confirmation addressed to the Hotel. The parties' signatures are not a prerequisite of validity. The contract becomes effective when Hotelcard AG issues a written or electronic confirmation addressed to the Hotel.

### 3. Scope

These Hotelcard AG General Terms and Conditions to the Partner Contract (hereinafter "GTC") are an integral element of the partner contract between Hotelcard AG and the Hotel. By submitting the Hotel's hotel registration via the Hotelcard AG homepage the Hotel is declaring its consent to the GTC.

### 4. The booking procedure

The Guest looks up on the Hotelcard AG portal ([www.hotelcard.com](http://www.hotelcard.com); [www.hotelcard.ch](http://www.hotelcard.ch)) and/or by making a direct enquiry to the desired Hotel whether the Hotel offers overnight stays that can be booked at a reduced rate as a result of purchasing the Hotelcard membership. Bookings can, likewise, also be entered via the Hotelcard AG portal or by means of a direct enquiry to the Hotel.

The Hotel provides the Guest with confirmation of bookings. Upon confirmation of the booking the Hotel and the Guest will enter into an accommodation agreement.

### 5. Rights and obligations of the Hotel

Hotelcard AG acts as a broker between the Guest and the Hotel. The accommodation agreement and all ancillary service obligations resulting from the accommodation agreement exist solely between the Guest and the Hotel.

Hotelcard AG displays the Hotel's offerings on the Hotelcard AG portal and offers the Guest the opportunity to place a booking with the Hotel via the portal. The booking is automatically forwarded to the Hotel for further processing.

Hotelcard AG makes available an online-based platform (a so-called hotel extranet) to the Hotel on the Hotelcard AG portal. The hotel extranet provides the Hotel with an individual, password-protected area for management and updating of the services offered by the Hotel. The hotel extranet user name and password must be treated with strict confidentiality by both Hotelcard AG and the Hotel. **In addition, Hotelcard AG provides the hotel with the option to connect via so-called channel management systems. The hotel is however not entitled to connect via a particular Channel Manager unless Hotelcard already provides for that particular Channel Manager.**

Hotelcard AG is obliged to maintain its own portal and the hotel extranet. Any maintenance work must, where possible, be carried out at off-peak times. Hotelcard AG is, with regards to the hotel extranet, not liable for interruptions to function and/or access of any kind whatsoever.

Hotelcard AG is, within the scope of displaying the accommodating parties' offerings, permitted to use images and text material for which the Hotel holds brand and/or copyright or other rights. It is, in particular, permitted to reproduce, dissemination, change, process and/or publish this material.

Hotelcard AG is entitled to use the Hotel's name and pictures as well as further information and all brands belonging to the Hotel for Hotelcard AG marketing purposes.

The Hotel is obliged to provide Hotelcard AG with all information and documents required to reproduce the Hotel's offering. This includes, in particular, details about the accommodation (images, photos, amenities, etc.) for the room types offered by Hotel as well as prices and availabilities.

The accommodation is responsible for the up-to-dateness of its offers (in particular prices, type and availability of the rooms to be booked) on the Hotelcard Extranet **or in the Channel Management System, depending on which management system the Hotel uses**. The Hotel is obliged to inform Hotelcard AG immediately of any (suspected) misuse of access to the Hotelcard Extranet **or the Channel Management System**.

The Hotel is obliged to check the entitlement (comparison with identity card) and validity of the Guest's Hotelcard on arrival. The Guest's Hotelcard must be valid during the entire period of the stay.

The Hotel is obliged to instruct all staff working for the Hotel and/or employees of third parties who come into contact with Guests about the Hotelcard policies and the Guests' corresponding rights.

The Hotel is obliged to confirm all bookings made by a Guest within twelve hours. The Hotel is obliged, to accept the Guest's booking (i.e. to make a booking) insofar as a corresponding offer was published on the Hotelcard AG portal at the time of the booking.

**The terms published on the Hotelcard AG portal at the time of the booking are binding for the Hotel. The Hotel may not charge the Guest a higher price than the one offered to him at the time he sent the booking.**

**After the Guest has completed their stay with the Hotel, Hotelcard AG is entitled to obtain a rating of**

**the Hotel from the Guest. Hotelcard AG is, furthermore, entitled to publish the Guests' rating as an original quote or in analogous words on its own portal or in a Hotelcard newsletter. Hotelcard AG does not accept any liability for the correctness of the rating's content. The Hotel has no claim to deletion of the published rating.**

## **6. Accommodation contract**

The accommodation contract is concluded between the Hotel and the Guest at the moment at which the Hotel confirms the booking. The Hotel is obliged to implement the specifications of the partner contract including these GTC when drafting accommodation contracts for the Guests.

**The accommodation is obliged to store the hotel's own cancellation conditions in the Hotelcard Extranet for every room type offered on the Hotelcard portal, in the case that a cancellation is not possible free of charge after completion of the booking.**

The Hotel will, with the exception of the costs, extras and fees stated in the booking confirmation, not charge the customer (irrespective of the latter's method of payment) any processing fees or administration costs.

Should the offer no longer be available although it was offered on the Hotelcard AG portal, then the Hotel is obliged to inform the Guest promptly. The Hotel is obliged to offer alternative solutions of the same or a better quality. The Hotel must, without exception, bear any additional costs incurred.

Should it only become clear on the Guest's arrival at the Hotel that the room booked is no longer available, then the Hotel is obliged to immediately organize an alternative accommodation at a nearby location. This accommodation must not be of inferior quality to the accommodation originally booked. Any additional costs incurred must be borne by the Hotel with whom the Guest originally placed the booking.

The Hotel is solely responsible for complaint management with regard to services arising from the accommodation contract. Hotelcard AG has the right to provide Guests with some form of assistance in connection with their rights when defending their rights against the Hotel. Hotelcard AG may, if necessary, assist the Hotel in defending its interests against the Guests, but is not obliged to do so.

## 7. Minimum quotas, basic prices and discounts of the Hotel

The correct management of room allotments and prices (both via extranet and channel management systems) lies within the sole responsibility of the Hotel. The Hotel is fully responsible for the correctness of all data entered and is responsible for keeping its room allotments and prices up to date.

**Minimum allotments & discounts:** The Hotel is obliged to provide via the Hotelcard Extranet or Channel Management System per calendar year for at least 200 days of overnight stays at the conditions agreed hereafter:

All-year-operating Hotels	Total ≥ 200 calendar days with 50% or 30% discount on base price of which ≥ 50 calendar days per year with 50% discount on base price  ≥ 1 room per calendar day
Seasonal operating Hotels*	Total ≥ 100 calendar days with 50% or 30% discount on base price of which ≥ 50 calendar days per year with 50% discount on base price  ≥ 2 rooms per calendar day
Applicable to all Hotels:	on all other calendar days: 10% discount on basic price

\*For the purposes of these GTC, a seasonal operating Hotels is defined as an accommodation that is open to guests for less than 260 calendar days per year.

The accommodation is free to provide more than the minimum required allotment and to block days on which no rooms are available for Hotelcard AG (so-called book-outs).

Hotelcard members can book a maximum of three consecutive nights at a discount of 30% or 50%. For bookings of subsequent nights beyond this, the accommodation is obliged to offer, respectively charge a discount of 10% compared to the basic prices stored in the extranet or the channel management system.

**Basic prices:** The basic prices (basis for discounts) for the respective room types stated in the Hotelcard Extranet are based on the Best Available Rates (BAR) on any online booking portal, may not deviate by more than 10% from the Best Available Rates of other online booking portals on any given date. The comparison is based on identical room category, date, number of guests, cancellation conditions and pension as well as other additional offers or restrictions.

The number and type of room types offered can be freely selected by the Hotel. However, the lowest price offered on Hotelcard's portal should be at least 20% cheaper than the lowest available price of the Hotel on the same date on other online booking portals, regardless of the room category, cancellation conditions and type of board. Exceptions to this rule are those days on which only 10% discount is offered or on days without availability.

**Price control:** Hotelcard regularly compares compliance with the basic prices and discounts compared to the BARs of other online booking portals and checks that the minimum quotas are observed. Hotels with high availability, prices which are kept up to date on a permanent base and frequent 50% discount days are given preferential treatment in the search results of the hotelcard.ch platform and are given priority in further marketing services by Hotelcard. In the event of repeated deviations from the minimum requirements

described above, Hotelcard reserves the right to terminate the cooperation with the Hotel at any time.

If a guest or Hotelcard AG proves that the Hotel did not adhere to the price provisions in accordance with this section, the Hotel is obliged to charge the guest only the lower price or the price to which the guest would have been entitled. Furthermore, the Hotel must immediately reduce the offer on the Hotelcard Extranet to the corresponding amount. An increase in the price offered directly or indirectly by the Hotel does not release the Hotel from the obligation to adjust the offer with the corresponding price on the Hotelcard Extranet or to reduce the price of the previous offer published on the Hotelcard Extranet.

## 8. Free rooms

Hotelcard AG is entitled to two free nights per calendar year for 1-2 persons each in a room in the Hotel that can be freely selected by Hotelcard AG. Hotelcard AG hereby undertakes to submit a request to the Hotel regarding the availability of the room requested at least 7 days in advance of the date of the overnight stay. In any case, the accommodation has the right to reject the request for reasons of lack of availability and to offer an alternative accommodation date.

## 9. Duration of the contract and termination

The orderly duration of the contract is based on the individual agreement made between Hotelcard AG and the Hotel. Should no individual agreement have been made, then the duration of the contract will be twelve months and will, in the absence of a termination, be extended for a further period of twelve months at a time. The termination must be made in writing or electronically and must be sent taking into consideration the 30-day period of notice. The date on which the recipient received the termination is definitive for compliance with the period of notice.

Hotelcard AG is entitled to extraordinarily terminate the contract without complying with a

period of notice if (1) the Hotel fails to maintain the best price guarantee or (2) the Hotel does not update the information on the hotel extranet despite being requested **three times** to do so or (3) the Hotel is in default of payment or declares bankruptcy respectively is bankrupt.

Hotelcard AG is entitled to temporarily cease to offer its services to the Hotel resulting from this agreement if (1) the Hotel does not update its offers on the hotel extranet or publishes misleading or insufficient information on the hotel extranet or (2) the Hotel does not respond to a Guest' booking within the specified period or (3) the Hotel charges the Guest a price which is too high or (4) Hotelcard AG receives complaints from several guests relating to the accommodation concerned or (5) Hotel behaves inappropriately and/or unprofessionally in handling with the Guests.

## 10. Liability, indemnity and offsetting

Hotelcard AG liability and/or warranty arising from the partner contract is, insofar as legally permissible, excluded. Hotelcard AG is not, in particular, liable for its auxiliary persons.

Hotelcard AG excludes any and all liability with regard to the functionality and/or operation of its portal including the hotel extranet. It does not, in particular, grant the Hotel any minimum number of bookings and/or minimum number of guest overnight stays in the Hotel.

Hotelcard AG is, on no account, liable for non- or improper performance of the accommodation contract by the Hotel and/or the Guest. Should, as a result of (alleged) non- or improper performance of the accommodation contract by the Hotel, Hotelcard AG consider it necessary to make a payment or take some other action to the benefit of the Guest or a third party, then the Hotel is, without further action, obliged to fully indemnify Hotelcard AG.

The above provisions reserved, each contracting party bears any costs which it incurs as a result of

non- or improper performance of this agreement. The following in particular are not payable: damages in the case of interruption of operation (loss of profit) and/or der compensation for indirect damages. Civil procedure law provisions concerning compensation of court costs and parties' legal costs remain reserved.

Should the Hotel be entitled to claims of any kind against Hotelcard AG, then the Hotel waives the option of offsetting its claims against any on the part of Hotelcard AG (**waiver of offsetting**), unless the offsetting takes place with Hotelcard AG's written consent.

## 11. Code of conduct

- We act in a responsible, fair, courteous and respectful way.
- We behave with integrity and in compliance with all general laws and the relevant internal and external rules and regulations.
- We act responsible towards society, with due respect for other cultures and opinions.
- We are aware that environmental health is a fundamental issue in connection to travel and vacation and care for the environment.
- We discuss the importance of sustainable tourism, and we devise and determine means of achieving it within our sphere of influence.
- We comply with the rules of good business practice.

## 12. Severability clause

Should a provision of this contract or an annex of this contract be or become invalid, then this shall not affect the validity of the remaining provisions. The contracting parties will replace the invalid provision with a valid provision which comes as close as possible to the desired economic purpose of the invalid provision. The same shall also apply to any loopholes in the contract.

## 13. Other provisions

This contract replaces all prior contracts, agreements or other arrangements. This partner contract replaces any verbal agreements in their entirety.

## 14. Amendments to prices and the GTC

**Hotelcard AG is entitled to amend these GTC.** The Hotel shall, in the case of substantial amendments and adjustments to the GTC following conclusion of the contract and which are to its detriment, be informed by email concerning these amendments and adjustments. Should the amendments and adjustments be to the detriment of the Hotel, then the Hotel may, up until the point at which the amendment or adjustment comes into force, terminate the contract to that date. **Should the Hotel fail to do so, then it will have accepted the amendments.** The new GTC replace the GTC which were previously in force in their entirety.

## 15. Applicable law and place of jurisdiction

The agreements in connection with these GTC are, unless otherwise specified by other legal provisions, exclusively subject to Swiss law. The place of performance; the place for debt collection – the latter only for persons domiciled outside of Switzerland – and the sole place of jurisdiction for all disputes arising in connection with this agreement is – insofar as not otherwise stipulated by civil procedure law – **Thun**.

Current as of: 18.5.2020

Hotelcard AG

## Partner contract for accommodation

Between **Hotelcard AG, Burgstrasse 18, CH-3600 Thun (hereinafter: Hotelcard AG)** and **Accommodation/tourism services (hereinafter: accommodation)**

Name of the accommodation: \_\_\_\_\_

Street and number: \_\_\_\_\_

Postcode, town: \_\_\_\_\_

Person in charge: \_\_\_\_\_

Position: \_\_\_\_\_

### 1 Conclusion of the partner contract

The hotel registration of the Accommodation via the Hotelcard AG portal represents an application for the conclusion of the contract. The partner contract between the parties is concluded by written or electronic confirmation by Hotelcard AG for the Accommodation. The signature of the parties is not a validity requirement.

### 2 General contractual provisions

The Accommodation confirms that it has received a copy of the present Partner Agreement for Accommodation (hereinafter: Partner Agreement). The General Terms and Conditions (GTC) of the Partner Contract form an integral part of the present Partner Contract. In particular, the Accommodation is obliged to provide the minimum contingents and discounts on the hotelcard booking portal, specified in section 7 of the GTC and to comply with all other conditions described herein without exception and to make them available to Hotelcard AG. The aforementioned GTC are available on the Hotelcard AG website and have been viewed and acknowledged by the Accommodation. By registering the Accommodation on the Hotelcard AG homepage, the Accommodation declares its full agreement with the GTC.

### 3 Commencement of contract

The contract comes into force upon written or electronic confirmation by Hotelcard AG to the accommodation.

### 4 Free Company Hotelcards

After signing the partner agreement, the Accommodation is entitled to two free Company Hotelcards, which are provided to the hotel for free use by Hotelcard AG. The Company Hotelcards provided to the Accommodation may only be used by active employees of the accommodation. The Company Hotelcards are not automatically renewed for another 12 months, but only upon active request of the Accommodation. The two Company Hotelcards remain free of charge for the accommodation after renewal. Upon termination of the partner contract, all Company Hotelcards provided to the Accommodation lose their validity. It is irrelevant which of the two parties terminates the agreement.

**5 Severability Clause**

Should a provision of this contract or an enclosure of this contract be or become invalid, the validity of the contract as a whole shall not be affected. The contracting parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any contractual loopholes.

**6 Termination of the Partner Contract**

The term of the contract is twelve months from the entry into force of the present partner contract. It shall be extended by a further twelve months in each case if neither of the contracting parties terminates the contract in due time and form. Notice of termination must be given in writing or electronically and must be delivered with a notice period of 30 days. Decisive for compliance with the notice period is the delivery to the recipient of the notice (see "Duration of contract and notice of termination" of the GTC).

**7 Other provisions**

This contract replaces all previous contracts, agreements or other arrangements. Any verbal agreements are completely replaced by the present partner agreement.

The authorized representative of the hotel declares his or her agreement:

Place, date:

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Company stamp and  
legal signature:

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Postcode, town:

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Last name, first name  
in block letters:

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