

GENERAL TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and Al Giardinetto SA, Tailormade Hotel AL GIARDINETTO Biasca, Via Pini 21, CH – 6710 Biasca, hereinafter referred to as TMH (Tailormade Hotel AL GIARDINETTO Biasca, Via Pini 21, CH – 6710 Biasca).

1. General Provisions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of rooms as well as to all related further services and deliveries provided by TMH to customers. All offers made by TMH are based on these GTC, which form an integral part of every contract. Any amendment to these GTC requires an explicit written agreement between the parties.

2. Reservations

2.1 Confirmation and Conclusion of Contract

The contract between the customer and TMH is established when

- a) an offer from the hotel has been confirmed in writing by the customer, or
- b) a customer request has been confirmed in writing by the hotel, or
- c) a booking has been made directly at TMH by phone, email, via the hotel's own website, or through a booking platform authorized by TMH.

2.2 Rebookings

Changes to the content of the contract are only binding once they have been confirmed in writing by the hotel or by a booking platform authorized by TMH.

3. Cancellation Terms

3.1 Individual reservations

The following cancellation conditions apply to direct bookings made via the hotel's own website or directly at the hotel by phone or email.

3.1.1 Best Available Rate

A cancellation of the room reservation is possible free of charge until 2 p.m. on the day of arrival. In case of a later cancellation or early departure, the agreed room rate for the entire stay will be charged.

3.1.2 Non-Refundable Rate

This rate is non-cancellable and non-refundable and must be paid in full at the time of booking. The following credit cards are accepted as guarantee for a room reservation: Visa, American Express, Mastercard.

3.2 Group Bookings

The date three months prior to arrival serves as the key date for determining the confirmed revenue for a group reservation. All rooms blocked at this point are counted as the total revenue. For group bookings, up to 2 rooms can be canceled free of charge up to 2 days prior to arrival. Further cancellations or shortening of the stay will be charged at 100%. Otherwise, the following cancellation conditions apply:

3.2.1 Group bookings for 10 to 25 rooms

Cancellation up to 28 days prior to arrival	No costs
Cancellation up to 14 days prior to arrival	50 % of the confirmed total revenue
Cancellation up to 7 days prior to arrival	80 % of the confirmed total revenue
Cancellation less than 7 days prior to arrival	100 % of the confirmed total revenue

3.2.2 Group bookings for 26 to 30 rooms

Cancellation up to 3 months prior to arrival	No costs
Cancellation 1 to 3 months prior to arrival	50 % of the confirmed total revenue
Cancellation less than 1 month prior to arrival	80 % of the confirmed total revenue



4. Overbooking

If TMH is unable, due to unforeseen circumstances, to provide the customer with a room of the same category as reserved, the customer will be accommodated in a room of the next higher category. If no room is available at TMH, TMH will ensure at least an equivalent replacement in another hotel. Furthermore, TMH will cover the costs for transportation to and from the other hotel, including luggage, and one phone call so that the customer can provide their new address.

5. Costs in Case of No-show

Reservations are considered final once they have been confirmed by TMH. In the event of a no-show, the customer will be invoiced 100% of all rooms not occupied.

6. Payment Terms

6.1 Individual Reservations

6.1.1 Best Daily Rate

Payment upon arrival by credit card.

6.1.2 Non-Refundable Rate

Payment upon booking by credit card.

6.1.3 Invoices

If payment by invoice has been agreed, it is due within 30 days of the invoice date without deduction. The billed services are considered to have been provided in full and properly unless the customer raises objections within the payment period. TMH reserves the right to request a deposit of 50% of the agreed services. For reservations with a foreign billing address or bookings from abroad, a deposit of 100% of the reserved services may be required. No invoices can be sent abroad. The deposit will be deducted from the total amount in the cases specified in sections 3 and 5 of these terms and conditions. If the customer defaults on the payment of the deposit, the hotel is entitled to withdraw from the contract in accordance with section 8 of these terms and conditions. TMH reserves the right, in the event of default, to charge for reminder costs, address investigations, and credit checks, including the fees of a lawyer. The booker agrees to the calculation of these costs, even if they are not or only partially reimbursable according to statutory provisions.

6.2 Group Bookings

6.2.1 Advance Payment

The calculation basis for the advance payment of the stay is the contractually agreed total amount of a booking, as determined in advance. Unless otherwise agreed, the following advance payments are due:

- 50% advance payment upon signing the contract and
- 90% advance payment after the end of the free cancellation period (according to section 3).
- Customers based or residing abroad are required to make a 100% advance payment.

The booking is only considered confirmed once the advance payment has been received. The remaining amount is due on arrival at the hotel. Payments by invoice are only possible with written confirmation.

If the customer is in default with the payment of the advance, the hotel is entitled to withdraw from the contract in accordance with section 8 of these terms and conditions.

6.2.2 Payment

Payment of the hotel bill upon arrival or departure is generally the responsibility of the customer. If the costs of the stay are to be covered by a company, written confirmation with the billing address of the company registered in the commercial register, including a contact person, or a company credit card for debiting must be provided. It must be clearly stated which costs will be covered by the company.

In case a customer departs without paying the bill, the person or company that made the booking is jointly liable for the total invoice amount. This liability also applies to additional services obtained by the customer(s). Invoices cannot be sent abroad.

6.2.3 Default of Payment for Advance and Final Payment

TMH reserves the right, in the event of default, to charge the costs for reminders, address investigations, and credit checks, including the fees of a lawyer. The person making the booking agrees to the calculation of these costs, even if they are not or only partially reimbursable under statutory provisions.



7. Services Provided by TMH

7.1. General Information

TMH undertakes to provide the agreed premises for the holding of seminars, conferences, banquets and other events, including their management, organization, and the associated agreed deliveries and services.

7.2 Additional Services

If the customer requests services and/or deliveries not offered by TMH, TMH will act as an intermediary for the respective services. These services and/or deliveries are not subject to these general terms and conditions. TMH assumes no liability.

8. Withdrawal by TMH

The hotel is entitled to withdraw from the contract at any time for good cause. Good causes include official orders and prohibitions, safety concerns, and cases of force majeure, as well as other circumstances beyond the hotel's control or influence. In such cases, the hotel will assist in organizing suitable alternative accommodation.

TMH may also withdraw from the contract under the following conditions:

- a) There is justified reason to believe that the booking parties may endanger the smooth operation of business, the safety, or the reputation of the hotel or its guests.
- b) The hotel determines that reservations were made under misleading or false statements of essential facts or for a purpose other than that communicated.
- c) Third parties, involved in the event organization by the hotel at the request of the organizer, are wholly or partially prevented from providing their services. The hotel shall declare its withdrawal as soon as it becomes aware of the circumstances entitling it to do so and will inform the customer without delay. The customer cannot assert claims for damages against TMH in any of the aforementioned cases.

9. Liability / Duty of Care / Conduct

The hotel room must be used with the utmost care by the customer. The customer or the booking company or person must pay for any damage caused. TMH accepts no liability for theft, etc., or in relation to third-party services.

9.1 Theft

TMH is not liable for theft or damage to items brought in by the customer, its employees, auxiliaries, or event participants. This also applies to vehicles parked in the parking lots.

9.2 Equipment

If the hotel provides the customer with technical or other equipment or procures such equipment from third parties, it does so in the name and for the account of the customer. The customer is responsible for the careful handling and return of the equipment and indemnifies the hotel against all third-party claims arising from the provision.

9.3 Smoking

Smoking is strictly prohibited in all hotel rooms. Failure to comply will result in a flat fee of at least CHF 500 being charged, to cover special cleaning and loss of use. The fee will be charged irrevocably and deducted from the guarantee provided for the reservation in question.

If the fire alarm is triggered by tampering with the fire detector or by smoking in the hotel room, the costs specified in section 9.4 will also be charged.

9.4 Fire alarm

If a fire alarm is triggered by the guest or their behavior, resulting in the deployment of the fire department or other emergency services, the resulting costs of at least CHF 2,500 will be irrevocably charged to the person responsible or the booking company or the booking person and deducted from the guarantee provided for the reservation.

9.5 Further Provisions

Otherwise, the hotel is only liable in cases of intent and gross negligence.



10. Additional Provisions & Booking Conditions

Additional provisions and booking conditions may apply. Further details will be communicated to the customer with the booking confirmation and/or directly through contact with TMH.

11. Jurisdiction

All agreements concluded with TMH under these General Terms and Conditions are subject exclusively to Swiss law. The place of jurisdiction is Biasca, the registered office of Al Giardinetto SA (the operating company of TMH).

12. Supplementary Provisions

Should individual provisions of these General Terms and Conditions be invalid or void, the validity of the remaining provisions shall remain unaffected. Such provisions shall be replaced by a permissible regulation that comes as close as possible to the intent and purpose of the invalid provision.

Biasca, March 11, 2026