

## General Terms and Conditions – Hotel

Volkshaus Basel Betriebs AG

### 1. General Provisions

These Terms and Conditions («**T&Cs**») govern the legal relationship between the guest/customer (hereinafter the «**Guest**») and Volkshaus Basel Betriebs AG as the operator of the Volkshaus Basel Hotel (hereinafter the «**Hotel**»). For simplicity, these T&Cs refer to the contract and contractual services, regardless of which service of the Hotel is concerned.

Only the Hotel's T&Cs valid at the time of conclusion of the contract shall apply. Individual agreements with a Guest or other Terms and Conditions shall only apply if expressly agreed in writing between the parties prior to the signing of the contract. Should any individual provisions of these T&Cs be or become invalid, this shall not affect the validity of the contract or the remaining provisions of the T&Cs. Otherwise, statutory provisions shall apply.

For restaurant and event services provided by Volkshaus Basel Betriebs AG, the separate "Terms and Conditions for Events" shall apply

### 2. Subject Matter of the Contract / Scope of Application

The contract for the rental of rooms as well as for the use of other related deliveries and services shall come into effect upon written confirmation by the Guest or by implication. A reservation made on the day of arrival shall be binding at the moment it is accepted by the Hotel.

Amendments to the contract shall only be binding for the Hotel upon written reconfirmation. Unilateral changes or additions to the contract by the Guest shall be invalid. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, shall require the prior written consent of the Hotel

### 3. Prices / Payment Obligation

The prices communicated by the Hotel are stated in Swiss francs (CHF) and include the statutory value-added tax. The Guest is obliged to pay the agreed or applicable prices of the Hotel for the provision of the rooms and for any additional services used. This shall also apply to orders placed by the Guest's companions and visitors. Any increase in statutory charges after the conclusion of the contract shall be borne by the Guest. Price indications in foreign currencies are indicative and shall be charged at the applicable daily exchange rate. The prices confirmed by the Hotel shall apply.

The Hotel may adjust the prices if the Guest subsequently requests changes to the number of rooms booked, the services provided by the Hotel, or the duration of the stay. Depending on the agreement, the Hotel may require a deposit of up to 100% of the total booking amount. The deposit shall be considered a partial payment of the total booking amount. The Hotel may, instead of a deposit, require a credit card guarantee.

In the event of late payment of the deposit or failure to provide a credit card guarantee, the Hotel shall be entitled to withdraw from the contract (including all promises of services) without delay (without prior notice) and to charge the cancellation costs set out under clause 15 of these T&Cs. The Hotel shall be entitled to invoice or issue interim invoices for its services to the Guest at any time.

The final invoice shall include the agreed price plus any additional amounts arising from additional services provided by the Hotel to the Guest and/or accompanying persons.

The final invoice shall – unless otherwise agreed – be payable at the latest upon check-out on the day of departure, in Swiss francs, in cash or by accepted credit card. The Hotel may charge a reminder fee of CHF 30 for each reminder. The right of set-off against claims of the Hotel shall be excluded.

#### **4. Additional Conditions for Groups**

Groups within the meaning of these T&Cs are travel groups with a minimum of 6 rooms booked. Group rates shall only apply if agreed in advance and confirmed in writing by the Hotel. For groups with fewer than 6 rooms booked, the rates for individual travellers shall apply. The joint arrival and/or departure of groups shall be notified to the Hotel in writing at least 7 days prior to arrival. A single collective invoice shall be issued to the organiser, who shall be fully liable for the total booking amount.

The final number of persons in the group, including a full list of names, shall be communicated to the Hotel no later than 7 calendar days prior to arrival. If the group is smaller than originally notified, the missing persons shall be charged at 80% of the proportionate booked services. Additional persons shall – subject to availability – be treated and charged as individual travellers.

In the event of cancellation of a group reservation, the cancellation charges set out under clause 14 of these T&Cs shall apply.

#### **5. Duration of use of Hotel rooms**

Unless otherwise agreed, the Guest shall be entitled to use the rented rooms from 15:00 on the agreed day of arrival until 11:00 on the day of departure. In the event of arrival after 22:30, the Hotel must be informed by the Guest by telephone or in writing no later than 20:00 on the day of arrival, otherwise, the Hotel may not be able to grant access to the room after 22:30.

In the event of delayed vacating of the room by the Guest from 12:00 onwards, the Hotel may charge CHF 50 per additional hour of use beyond the contract. From 15:00 onwards, the current daily room rate shall be charged. This shall not give rise to any contractual entitlement of the Guest to continued use of the premises; the assertion of claims for damages remains reserved. In the event that the Guest fails to vacate the room on time, the Hotel reserves the right to remove the Guest's belongings from the room and store them at a suitable location within the Hotel at the Guest's expense.

The maximum period of use of a hotel room shall generally be two months at a time. Any extension shall only be possible with the prior written consent of the Hotel.

#### **6. Scope of Services**

The scope of services under the contract shall be determined by the individually made and confirmed reservation of the Guest. The Guest shall not be entitled to a specific room, subject to any other contractual agreements.

If, despite a confirmed reservation, no rooms are available at the Hotel, the Hotel shall inform the Guest in due time and offer equivalent accommodation in a nearby hotel of a comparable or higher category. Any additional expenses for the alternative accommodation shall be borne by the Hotel. If the Guest refuses the alternative accommodation, the Hotel shall promptly refund any payments already made by the Guest (e.g. deposits). The Guest shall not be entitled to any further claims.

## **7. Impossibility of Arrival**

If the Guest is unable to arrive, or unable to arrive on time, due to force majeure (such as flooding, earthquakes, etc.), the Guest shall not be obliged to pay the agreed fee for the days missed.

The Guest must provide evidence of the impossibility of arrival.

However, the obligation to pay for the booked stay shall resume from the moment arrival becomes possible again.

## **8. Extension of Stay**

Unless otherwise agreed, the Guest is not entitled to extend their stay.

If the Guest is unable to leave the Hotel on the day of departure due to unforeseeable extraordinary circumstances (e.g. illness) or force majeure (e.g. flooding, etc.), and all departure options are blocked or unavailable, the contract shall be automatically extended for the duration of the inability to depart under the same conditions.

## **9. Early Departure**

If the Guest departs early, the Hotel shall be entitled to charge 100% of the booked services. The Hotel shall endeavour to reallocate the services not used in the event of early departure. If the Hotel is able to provide the unused services to third parties within the agreed period, the Guest's invoice shall be reduced by the amount paid by such third parties for the cancelled services

## **10. Stay / Key / Security / Internet / Smoking**

The hotel room is reserved exclusively for the registered Guest. The transfer of the room to a third person or its use by an additional person or pets shall require the Hotel's prior written approval. By concluding a contract, the Guest acquires the right to the ordinary use of the rented rooms and the Hotel's facilities by all booked persons, which are usually and without special conditions accessible to guests for use, as well as to the usual services. The Guest shall exercise their rights in accordance with any applicable hotel and/or guest regulations (house rules).

The room key/card issued by the Hotel remains the property of the Hotel and enables 24-hour access to the Hotel. Any loss of the card/key must be reported immediately at the reception. A damaged card shall be charged at CHF 5, and a lost card shall also be charged at CHF 5 to the Guest.

The Guest shall be liable for misuse and unlawful behaviour in connection with internet use. Smoking is not permitted throughout the entire Hotel. If smoking occurs in any of the rooms, the Hotel may charge the Guest a cleaning fee and compensation for loss of use of the room amounting to CHF 5'000.

In the event of the Hotel withdrawing from the contract for the aforementioned reasons, the Guest shall not be entitled to any claim for damages, and compensation for the booked services shall, in principle, remain payable.

## 11. Liability of the Hotel

The hotel excludes liability towards the guest to the extent permitted by law. Should disruptions or deficiencies in the hotel's services occur, the hotel will endeavour to remedy the situation upon immediate notification by the guest. If the guest fails to report a defect in due time, no entitlement to a reduction of the agreed fee shall arise.

The hotel is liable for items brought in by guests in accordance with statutory provisions, up to a maximum amount of CHF 1,000. Items are considered brought in if they are kept in the guest's hotel room or in the designated in-room safe. The hotel accepts no liability for slight or moderate negligence.

If valuables (such as jewellery), cash, or securities are not handed over to the hotel for safekeeping, the hotel's liability is excluded to the extent permitted by law. The hotel recommends that money and valuables be deposited in the safe at reception.

Any damage must be reported to the hotel immediately upon discovery; otherwise, the guest's claims shall lapse. The hotel accepts no liability whatsoever for services that it has merely arranged on behalf of the guest. The hotel further declines all liability for theft or damage to items brought in by third parties.

## 12. Liability of the Guest

The Guest shall be liable to the Hotel for all damage and losses caused by the Guest, accompanying persons, assistants, or event participants, **without the Hotel being required to prove any fault on the part of the Guest**. The Guest shall be responsible for the proper use and due return of all technical equipment and facilities made available by the Hotel or procured on its behalf through third parties, and shall be liable for any damage or loss thereof. The Guest shall be liable for services commissioned and expenses incurred by the Hotel towards third parties.

## 13. Liability of Third Parties

If a third party makes the booking for the Guest, such third party shall be liable towards the Hotel as the contracting party, together with the Guest, as joint and several debtors for all obligations arising from the contract. Irrespective thereof, each contracting party shall be obliged to forward all booking-relevant information, in particular these T&Cs, to the Guest.

## 14. Pets / Animal Policy

Pets may only be brought into the Hotel with the prior consent of the Hotel and against a special fee. The Guest bringing a pet into the Hotel shall be obliged to properly keep and supervise the pet during their stay or to have it supervised by suitable third parties at their own expense.

The Hotel shall inspect the used hotel room after departure for minor damage caused by the pet (e.g. scratch marks) and reserves the right to report any damage to the Guest and to charge the Guest accordingly.

## **15. Cancellation of Reservation / Cancellation Fees**

Cancellation of a reservation shall require the written consent of the Hotel. If such consent is not granted, the agreed price shall remain payable even if the Guest does not make use of the contractual services. In the event of a no-show by the Guest, at least the first night of the booked services shall be charged. The decisive factor for the calculation of the cancellation fee shall be the receipt of the Guest's written cancellation by the Hotel. This shall apply to both letters and email messages.

In the case of a booking of a non-refundable rate, the Guest shall not be entitled to any refund in the event of cancellation, no-show, late arrival or early departure. The full amount shall remain due to the Hotel.

If the Guest withdraws from the contract without approved cancellation, or if changes or cancellations are made to specific reserved services, the Hotel may charge the above-mentioned fees (at least 1 night) and the full compensation for the booked services.

### *Individual Reservations*

The Guest may withdraw from the contract free of charge until 3:00 p.m. on the day prior to arrival.

### *Group Reservations 6 to 16 Rooms*

- Up to 30 days prior to arrival:  
Free cancellation of the group reservation in accordance with the booking confirmation.
- 29 to 15 days prior to arrival:  
50% of the originally booked accommodation revenue will be charged.
- 14 to 0 days prior to arrival:  
100% of the originally booked accommodation revenue will be charged.

### *Group Reservations from 17 rooms*

- Up to 60 days prior to arrival:  
Free cancellation of the group reservation in accordance with the booking confirmation.
- 59 to 31 days prior to arrival:  
50% of the originally booked accommodation revenue will be charged.
- 30 to 15 days prior to arrival:  
80% of the originally booked accommodation revenue will be charged.
- 14 to 0 days prior to arrival:  
100% of the originally booked accommodation revenue will be charged.

### *Allotments*

Rooms booked from an allotment are subject to the cancellation terms of the respective group booking on which the allotment is based, unless otherwise specified in the individual contract or booking confirmation.

## *Art Basel Week*

The advance payment for the Art Basel room reservation must be made in full by March of the booking year and guarantees the room booking.

If the Art Basel room reservation is cancelled after 1 April of the booking year, the advance payment is non-refundable.

## **16. Mitigation of Damages**

The Hotel shall endeavour to reallocate services not utilised, both for cancelled individual and group reservations, to third parties. If the Hotel is able to provide the cancelled services to third parties within the agreed period, the Guest's cancellation fee shall be reduced by the amount paid by such third parties for the cancelled services.

## **17. Termination by the Hotel**

Up to and including 7 days prior to the agreed arrival date of the Guest, the Hotel may withdraw from the contract without incurring any costs.

Furthermore, the Hotel shall be entitled to terminate the contract at any time with immediate effect by means of a unilateral written declaration for objectively justified reasons.

Objectively justified reasons include, in particular:

- an agreed advance payment or security deposit is not made within the period set by the Hotel;
- force majeure or other circumstances beyond the Hotel's control which make the fulfilment of the contract objectively impossible;
- rooms or premises are booked or used under misleading or false information, e.g. regarding the identity of the Guest or the purpose of use or stay;
- the Hotel has reasonable grounds to believe that the use of the agreed services may jeopardise the smooth operation of the business, the safety of other hotel guests, or the reputation of the Hotel;
- the Guest has become insolvent (bankruptcy or unsuccessful enforcement proceedings) or has ceased payments;
- the purpose or reason for the stay is unlawful.

## **18. Lost Property**

Lost property shall be forwarded if ownership is clearly established and the residential or business address is known. The costs and risk of forwarding shall be borne by the Guest. Depending on the scope of handling, the Hotel reserves the right to charge a processing fee of CHF 50.

If ownership cannot be clearly established, the lost property shall be stored for a further three months.

## **19. Additional Provisions**

If the Guest requests services that are not provided by the Hotel itself, the Hotel shall act solely as an intermediary.

Statutory limitation periods shall apply. Where these may be amended, an absolute limitation period of 6 months after departure shall apply to claims for damages by the Guest.

Advertisements in media (such as newspapers, radio, television, internet) referring to events at the Hotel, with or without the use of the unchanged company logo, shall require the prior written consent of the Hotel.

Defamatory or insulting comments on review platforms (such as, for example, Tripadvisor) concerning services of the Hotel which can be proven to be untrue and refuted by the Hotel shall be reported to the competent authorities.

The Hotel reserves the right to claim damages and compensation for harm suffered.

## **20. Jurisdiction / Applicable Law**

For any disputes arising out of or in connection with this contract, the ordinary courts of the Canton of Basel-Stadt shall have exclusive jurisdiction.

Swiss law shall apply exclusively to all contractual relationships, reservations, any ancillary agreements, and these Terms and Conditions. The place of performance and payment shall be the registered office of the Hotel.

Basel, April 2026

Volkshaus Basel Betriebs AG