

## Introduction – Legal Notices :

These terms and conditions of use, which may be amended from time to time, apply to all our services, via our Website, by e-mail, by telephone or within the Auberge, and define the contractual relations between any non-professional user (hereinafter referred to as the “Customer”) of the Auberge des Vergers (hereinafter referred to as the “Auberge”) and its website <https://aubergedesvergers.ch> (hereinafter referred to as the “Website”) from the reservation to the departure of the Guest from the Auberge, as well as the conditions applicable to any reservation purchases via the Online Shop. The said Website operated by manager **Gabriel Cédille**, on behalf of **Coopérative Auberge des Vergers**, “Société Coopérative à but non lucrative”, registered with the Trade Register under the number **CHE-267.549.562**, whose registered office is **Esplanade des récréations 21 – 1217 Meyrin** (hereinafter, the “Service Provider”), By accessing and/or booking/purchasing on our Website, you declare that you have read, understand and agree to these terms and conditions of use and our privacy policy.

These pages, as well as the online booking service provided by us via this Website belong to, are managed by and are provided by the Cooperative Auberge des Vergers. They are only available for your personal and non-commercial use, which remains subject to the general conditions of use set out below.

### Definitions

“Auberge des Vergers”, “Auberge”, “Guest house”, “us” or “our” means Coopérative Auberge des Vergers. “Platform” means the website on which the reservation service is available, managed, powered and/or hosted by the Coopérative Auberge des Vergers. "Reservation" means the order, purchase, payment or reservation. "Host", “Guest”, "visitor", "you" means the Customer.

## **1.Scope and definition of our online services**

We (Coopérative Auberge des Vergers) provide various services through our Website. It is possible to place an order, book a room or make a purchase or payment. By using our services, whether it is an order or a purchase on the shop or by making a booking via the Booking Engine, you commit to a direct contractual relationship (legally binding) with the Auberge des Vergers and have full legal capacity allowing you to engage under these General Conditions.

While we strive to provide quality service, we cannot be held responsible for any service disruption (due to a technical failure, whether temporary and/or partial or whether it is a breakdown, repair, update, improvement or maintenance of our site) or damage resulting from the use of the Internet network such as loss of data, intrusion, virus, breakdown of service, etc.

Fraudulent use of the services of the Auberge Website or which contravenes the General Conditions may result in the denial of access to the services offered and give rise to legal proceedings before the competent courts.

Hypertext links may link to sites other than the Auberge Website, which disclaims any responsibility for the content of these sites and the services offered. The decision to consult third-party websites is therefore the Customer's full responsibility.

The photographs presented on the Auberge Website are not contractual. Although every effort is made to ensure that photographs, graphic representations and reproduced texts provide an overview as accurate as possible of the services offered, variations may occur, such as changes in furniture or possible renovations. The Customer may not claim any such claim

## **2. Guest house**

### **2.1. Availability**

The guest rooms are rented subject to their availability.

### **2.2. Booking conditions**

When booking through our Website, the Customer declares to be responsible for the use of the Auberge Website, both in his personal name and on behalf of third parties, in particular minors. In this regard, the Customer guarantees the veracity and accuracy of the information provided, both by himself and by the minors in his custody at the time of booking.

The contract is deemed to be formed when a booking number has been assigned by the Service Provider to the Customer, and communicated during the booking confirmation, by any means of communication (telephone, mail, mail, etc.)

The Guest house is not responsible for the consequences in case of incorrect information received.

It is expressly agreed that, unless there is a manifest error proven by the Customer, the data stored in the Service Provider's information system, on computer or electronic media, have probative force regarding the bookings made by the Customer. Accordingly, such data may be produced as evidence in any litigation or other proceedings and shall be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be prepared, received or kept in writing.

By providing credit card information to verify the validity of the said card, the Customer authorises the Guest house to make a debit within the limits of the cancellation conditions. A booking via the Booking Engine is deemed valid only with a valid credit card information deposit. Otherwise, the reservation cannot be considered insured, and the Guest house reserves the right to reassign the room/s.

### **2.3. Arrival/Departure**

Upon arrival, the host must present a valid identity document or passport.

Rooms are available from four (4) p.m. daily until midnight (00h) at the latest. The check-out and return of the keys must take place no later than eleven (11) a.m. on the day of departure.

Late departures can be arranged for a maximum charge equal to half the price paid per night for the room, and subject to room availability.

Without informing the reception of a late check-out, the next night is admitted as booked and due by the host.

## **2.4.Prices**

The indicative prices are expressed in Swiss Francs (CHF) per room per night and include any possible value added tax.

The sum due by the Customer includes the price of the stay (unit price of the room selected by the Customer multiplied by the number of nights) to which are added the options chosen at the time of booking (unit price multiplied by the quantity ordered), if any. Unless otherwise stated, the board options (breakfast, half board, ect) that are not offered as such at the time of booking are not included in the price.

The prices indicated are valid only at the time of booking. The Auberge reserves the right to change at any time and without prior notice the prices appearing on the brochures and other commercial media, and prices posted on its premises. These changes will not apply to bookings accepted before the rate change.

Tourist tax: The tourist tax in force on the Canton of Geneva is three francs seventy-five cents (3.75CHF) per day and per person regardless of age, and is not included in the basic prices.

Any change or introduction of new government or local taxes imposed by the competent authorities will be automatically reflected in the prices indicated on the invoice date.

Reservations made online on the website of the Auberge, offer a choice between a preferential rate for a reservation not modifiable and non-refundable, and a flexible rate for a booking modifiable and refundable, whose conditions for amendment and reimbursement are specified.

## **2.5.Modification**

No changes are applicable to bookings made at a preferential rate or via a promotional offer.

In case of modification at the request of the Customer, the reservation modifications can be made without charge, subject to availability. Any price increase caused by the modifications requested by the Customer will give rise to an additional billing.

In case of modification at the request of the Auberge and in case of unavailability of the rooms booked as a result of a fortuitous case, we undertake to rehouse the host, without additional price, in a hotel of standing at least equivalent. The transfer costs related to this relocation will be borne by us.

## **2.6. Waiver and Cancellation**

No cancellation is applicable to bookings made at a preferential rate or via a promotional offer. The confirmation email received during a booking with possible cancellation includes a redirection link of the Customer on the dedicated page of the Booking Engine.

Any cancellation that cannot be managed autonomously by the Customer must be sent by e-mail to the contact details at the bottom of the page with the reservation number.

For a cancellation less than two (2) days before the date of the stay, an amount equivalent to the first night is charged minus the extras. Less than four (4) days prior to the date of stay, a fee equal to fifty percent (50%) of the price of the first night is charged minus the extras. Free cancellation five (5) days or more before the date of the stay.

In the event of cancellation by the Service Provider, no fees will be charged to the Customer.

If the reservation includes a reservation fee, these will not be refundable. The amount of the fees charged to the Customer in case of cancellation of his reservation are indicated at the time of his reservation. If the Customer has paid all or part of the booking online, this amount will be refunded after deduction of the cancellation fee.

It is advisable to cancel as soon as possible once the cause of the cancellation has occurred.

## **2.7. Claims**

Any complaint relating to a reservation must be sent by the Customer by registered mail with acknowledgement of receipt using the address of the Auberge at the bottom of the page, at the latest within fifteen (15) days following the last night, under penalty of foreclosure.

## **2.8. Payment terms**

The entire payment for the number of nights booked must be paid by the time the keys are handed over. Payments are accepted in cash, by credit cards (excluding American Express and Diners Club), or by bank transfer. We do not accept payment by cheque.

For non-prepaid rates online, the Auberge may ask the Host, at the time of its arrival, a deposit or an authorization to charge the credit card in order to guarantee the payment of the sums corresponding to the services consumed on site or damage caused.

Subject to special conditions between the Client and the Auberge, the property intends to be able to cancel any reservation that has not been paid within the time limit.

## **2.9. Responsibility of the Client**

The Host accepts and agrees to use the room as well as commons areas made available for as responsible person. Any behaviour contrary to the principles of safety and/or hygiene, good morals and/or public order may lead the Service Provider to ask the Host to leave the Auberge without any compensation and/or without any refund if a payment has already been made.

Penalties equal to the maximum of the price of the room reserved may be applied if a visitor does not comply with the signage prescribing prohibition of smoking in his room.

The Host also undertakes that the computer resources made available by the Auberge (in particular the WiFi network) will not be used in any way for reproduction, representation, provision or communication to the public of works or objects protected by copyright or by a neighbouring right, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the holders of the rights provided by the Federal Institute of Intellectual Property where such authorisation is required.

The Host is always responsible for its valuables, and the Auberge declines all responsibility in the event of theft, and in case of poor services produced by third parties.

The Host is liable for any damage caused by his act, omission or negligence. If a damage is discovered after the departure of the Host, the price to repair the damage will be taken from the bank card which served as a guarantee, or an invoice corresponding to the amount of the repair of the damage will be sent to the Host.

## **2.10. Lost and found**

Lost items are only returned at the Customer's request. The costs are the responsibility of the recipient.

## **3. Store**

All sales prices are indicated in Swiss Francs (CHF) and include any possible value added tax. Delivery costs and possible payment costs are calculated separately and will be expressly listed in the order summary. Total cost of the order depends on the type of delivery and the means of payment. The Auberge reserves the right to change at any time prices of products and services offered. The price indicated in the online shop at the time of the order is decisive for the conclusion of the contract.

### **3.1. Payment terms**

Before the order procedure is closed, the customer has the option to choose the payment method. When paying through the order process, it has the following payment methods: Credit card or PostFinance Card. In the case of payment of an order, the selling price is payable either immediately and the account is debited when the order is done, or at the Auberge at the time of collection, or at the reception of the delivery when the delivery system allows it.

### **3.2. Assets**

Assets cannot be repaid in cash or earn interest.

All assets, bonds or credits shall expire no later than one (1) year after their issue date if not otherwise stated.

### **3.3. Delivery**

The Customer is solely responsible for the accuracy and completeness of the data it provides and must communicate any changes, in particular, its telephone number, e-mail and delivery address. If an order cannot be completed due to incorrect information at this level the Auberge cannot be held responsible.

Deliveries made by one of our partners bind you to them by contract at the time of acceptance of the order and their policy and general conditions apply.

Delivery costs are the responsibility of the Customer. The total amount of the delivery costs, including VAT, is indicated on the Auberge Website and during the ordering process and may vary depending on the offer or the type of product or distance to delivery point..

All useful information on availability and delivery times are specified when purchasing.

### **3.4. Alcoholic beverage**

No alcoholic beverage may be sold to a minor under the age of eighteen (18) years old. During the ordering process, the customer has the obligation to confirm that he is indeed eighteen (18) years old or older. Otherwise, access to the offer is refused and no commercial relationship can be established. The customer has the obligation to provide correct data as to his identity. The Auberge reserves the right to require the Customer, without having to justify himself, at the pick-up or reception of the delivery, to present his passport or his identity card in order to verify his age.

### **3.5. Right of withdrawal**

Apart from takeout and other food products, for what is sold on the online shop, the Customer has a right of withdrawal from the purchase of thirty (30) days, in writing (for example by letter or email) to the contact information at the bottom of the page. The deadline runs from the date of purchase of the customer. The sending of the retraction within the given time is sufficient to guarantee it.

Where a withdrawal is accepted, the amount of the payment shall be refunded within thirty (30) days after receiving the withdrawal declaration.

## **4. General Law and Privacy Policy**

### **4.1. Force majeure**

“Force majeure” means any event that cannot be reasonably foreseen or avoided by the Auberge, such as, for example, a natural or nuclear disaster, war or threat of war, terrorist activity or actual threat of terrorist activity, a strike, a flood, a fire, ect

It is expressly agreed that force majeure shall suspend the performance of the parties' reciprocal obligations. The Auberge or the Client may not be held liable in the event of non-performance of their obligations resulting from a force majeure event. Each of the parties shall bear the cost of all the costs which are incumbent upon it and which result from the case of force majeure.

Auberge des Vergers is therefore not liable for any compensation or indemnity when it is prevented from fulfilling its contractual obligations due to a case of force majeure or when the host suffers damage resulting from a case of force majeure.



## **4.2.Applicable law and jurisdiction**

The law applicable to these terms and conditions is Swiss law. The competent jurisdiction is Geneva. Any dispute between the Client and Auberge des Vergers under these Terms and Conditions shall be submitted exclusively to the Swiss courts.

## **4.3.Intellectual property**

Regarding the use of the Auberge Website, the Service Provider is the owner of all intellectual property rights relating to this Website.

The elements accessible on the Website, particularly in the form of texts, photographs, images, icons, sounds, videos, software, databases, are also protected by intellectual and industrial property rights and other proprietary rights held by the Service Provider or its representatives listed below.

WebMaster, conception of the Website : Steve Vionnet

Photography : François deLimoges, Johanna Bock

Our online services are only available for private, non-commercial use. Therefore, you may not resell, use, copy, monitor, display, download, reproduce, or make deep links to any content or information, reservation, software, ticket and/or any products or services available on this Website as part of a commercial or competitive activity or objective.

## **4.4.Personnal data**

The Customer acknowledges and accepts that Auberge des Vergers, as the controller, collects and processes the personal data necessary for the management of reservations and customers, for invoicing and payment purposes and to conduct its business actions and satisfaction surveys. The data are intended for the Auberge and its providers.

The processing of the information communicated via the Auberge Website meets the legal requirements regarding the protection of personal data, the information system used to ensure optimal protection of this data.

The Customer has a right of access, rectification and deletion of personal data concerning him and may object to the processing of his data. To exercise these rights, the Customer must contact the Auberge, by mail or e-mail using contact details at the bottom of the page.

*Coopérative Auberge des Vergers*

*Esplanade des récréations, 21 - 1217 Meyrin - e.mail : [contact@aubergedesvergers.ch](mailto:contact@aubergedesvergers.ch)*