

## **CGVU and legal notices – Cooperative Auberge des Vergers – applicable from January 1, 2023**

### **1. Introduction – Legal notices :**

These general conditions of sale and use (which may be modified from time to time) apply to all our services, via our website, by e-mail, by telephone or within the Auberge des Vergers, and define the contractual relationship between any user (hereafter "the customer") of the Auberge des Vergers (hereafter "the Hostel") and its website [www.aubergedesvergers.ch](http://www.aubergedesvergers.ch), from the reservation until departing from the customer's Inn. Said site is operated by the establishment manager Mr. Nicolas Lenoir, on behalf of the Cooperative Auberge des Vergers, a non-profit cooperative society, registered with the Geneva Trade Register under number CHE-267.549.562, whose registered office is Esplanade des Récréations 21 – 1217 Meyrin. By accessing our website and/or making a reservation, you declare that you have read these general conditions of use and our confidentiality charter, understand their scope and accept them.

These pages, as well as the online reservation service provided by us via this website belong to, are managed by and are provided by the Cooperative Auberge des Vergers. They are made available to you solely for personal and non-commercial use, which remains subject to these general conditions of sale and use.

### **2. Scope and definition of our online services :**

We (Cooperative Auberge des Vergers) provide various services through our website. By using our services, whether from our website or through another platform, you enter into a direct contractual relationship (legally binding) with the Hostel and to have full legal capacity allowing you to engage under these General Conditions.

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

Fraudulent use of the services of the Hostel or which contravenes these General Conditions may lead to the refusal of access to the services offered and give rise to proceedings before the competent courts.

Hypertext links may refer to sites other than that of the Inn, which disclaims all responsibility for the content and services of these websites. The decision to consult third-party websites is therefore the full and entire responsibility of the customer.

The photographs presented on the Auberge's website are not contractual. Even if every effort is made to ensure that the photographs, graphic representations and texts reproduced give

as accurate an overview as possible of the services offered, variations may occur. The customer cannot claim any claim as a result.

### **3. Guest rooms :**

#### **3.1 Availability :**

Guest rooms are rented subject to availability.

#### **3.2 Booking conditions :**

When the reservation is made via our website, the customer declares to be responsible for the use of the Auberge website, both in his own name and on behalf of third parties. In this respect, the customer guarantees the veracity and accuracy of the information provided.

For non-prepaid online reservations, the customer must provide a valid identity card or passport as well as a valid and solvent credit card (charged).

The contract is deemed to be formed when a reservation number has been assigned to the customer, and communicated upon confirmation of the reservation, and this by any means of communication (telephone, email, mail, etc.). The Hostel is not responsible for the consequences in case of receiving incorrect information.

It is expressly agreed that, except for manifest error proven by the customer, the data stored in the information systems of the Inn and a service provider, on computer or electronic media, have probative force concerning the reservations made by the customer. Consequently, these data may be produced as evidence in any litigation or other proceedings, and will be admissible, valid or enforceable between the parties in the same way, under the same conditions and with the same probative force as any document which would be established, received or kept in writing.

By giving his credit card information, the customer authorizes the Hostel to make a debit within the limits of these general conditions of sale and use. A reservation is only deemed valid with a deposit of valid credit card information. Otherwise, the reservation cannot be considered as guaranteed and the Inn reserves the right to reassign the room(s).

#### **3.3 Arrival – Departure :**

On arrival, the guest must imperatively present a recognized identity document or a valid passport.

Arrival in the rooms is from two (2:00 p.m.) every day until 11:00 p.m. at the latest. Leaving the room and returning the keys must take place no later than eleven (11:00 a.m.) on the day of departure.

Late departures can be arranged for a supplement equal to a maximum of half the price paid per night for the room, and to the extent possible of the availability of the room. If the reception is not notified in advance of a late departure, the following night will be due in full.

Failure to return a key results in costs for changing cylinders and for ordering several new keys. The costs incurred by the non-return of a key will be invoiced to the customer up to a minimum of CHF 500.-.

### **3.4 Price :**

The indicative prices are expressed in Swiss Francs (CHF) per room and per night, VAT included. The amount owed by the customer includes the price of the stay (unit price of the room selected by the customer multiplied by the quantity ordered), if applicable. Board options (breakfast, half board, etc.) are not included in the price.

The price for an additional person in a room is charged at CHF 15.- per night.

The prices indicated are only valid at the time of booking. The Hostel reserves the right to modify at any time and without notice the prices appearing on the brochures and other commercial media, as well as the prices displayed on its premises. These changes will not apply to reservations accepted on an earlier date of the rate change.

### **3.5 Tourist tax :**

The tourist tax in force in the canton of Geneva is CHF 3.75 per night and per person regardless of age and is not included in the basic price displayed for the room. Any modification or introduction of new governmental or local taxes imposed by the competent authorities will be automatically passed on to the customer.

### **3.6 Waiver – Cancellation :**

No cancellation is applicable to reservations made at a preferential rate or via a promotional offer.

The confirmation email received when booking with possible cancellation includes a redirect link to a dedicated page of the booking engine. Any cancellation that cannot be managed independently by the customer must be sent by e-mail to [contact@aubergedesvergers.ch](mailto:contact@aubergedesvergers.ch) 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.

For a cancellation less than four (4) days before the date of the stay, an amount equivalent to fifty (50%) percent of the price of the first night is invoiced.

If the customer has already paid for his reservation or part of his reservation, this amount will be returned to him after deduction of the cancellation costs.

If the booking includes booking fees, these will not be refundable.

In the event of cancellation by the Hostel for a reason of unavailability of a room following a fortuitous event, the Hostel undertakes to reimburse the amount already collected with the related reservation costs. No other additional compensation can be claimed from the Inn.

In the event of cancellation by the Inn for a reason beyond its control or any unforeseeable event (natural disaster, flood, fire, breakdown, miscellaneous damage, strike, pandemic, threat, war, etc.), the 'Auberge can not be held responsible for any liability or financial compensation for the harm caused.

### **3.7 Modification of a reservation :**

No modification is applicable to reservations made at a preferential rate or via a promotional offer.

At the customer's request and, more than four (4) days in advance of the reserved entry date, reservation changes may be made free of charge, subject to availability. Any additional price generated by the modification requested by the customer will give rise to additional invoicing.

In the event of modification by the Inn for a reason beyond its control or any unforeseeable event (natural disaster, flood, fire, breakdown, miscellaneous damage, strike, pandemic, threat, war, etc.), the Auberge cannot be held responsible for any liability or financial compensation for the harm caused.

### **3.8 Complaints :**

Any complaint relating to a reservation must be sent by registered mail to the following address: Cooperative Auberge des Vergers, Esplanade des Récréations 21 – 1217 Meyrin (Switzerland), within fifteen (15) days after the last night at the Hostel under penalty of foreclosure.

### **3.9 Terms of payment :**

Full payment for the number of nights reserved must be paid at the latest when the keys are handed over. Payments are only accepted by credit card (except American Express and Diner Club) or by bank transfer. We do not accept cash or check payments.

For non-prepaid online reservations, the customer must provide a valid identity card or passport as well as a valid and solvent credit card (charged).

For non-prepaid online reservations, the Auberge will debit the customer's credit card directly upon arrival to guarantee payment.

The Auberge will charge the cancellation fees directly to the customer's credit card in the event of a no-show by the customer.

The Hostel will debit directly from the customer's credit card the total amount of damage caused by the customer during his stay and/or the costs of CHF 100.- provided for in the event of non-compliance with the smoking ban in the hotel. Hostel and/or in the common premises.

The Hostel reserves the right to cancel any reservation that has not been paid within the time limit and/or that the debit on the credit card is refused.

### **3.10 Customer Responsibilities :**

The client accepts and undertakes to use the room as well as the common areas as a responsible person. Any behavior contrary to the principles of safety and/or hygiene, good morals and/or public order may lead the Hostel to ask the customer to leave the Hostel without any compensation and/or without any refund.

In the event of non-compliance with the smoking ban in the establishment, a penalty fee of CHF 100.- will be charged to the customer.

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

The customer is at all times responsible for his valuables and the Inn declines all responsibility in the event of theft.

The customer is responsible for the damage he causes by his act, omission or negligence. If the damage is noticed after the departure of the customer, the total cost of the repair will be taken directly from the customer's bank card and an invoice relating thereto will be sent to the customer.

### **3.11 Lost items :**

Found items are only returned to the customer at the customer's request. The postage fees are paid by the client.

## **4. General law and privacy policy :**

### **4.1 Responsibility of the Hostel :**

The Hostel is not responsible or 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 customer suffers damage resulting from a case of force major.

### **4.2 Applicable law and competent jurisdiction :**

The law applicable to these general conditions is Swiss law. The competent jurisdiction is Geneva. Any dispute between the customer and the Hostel will be exclusively submitted to the Swiss courts.

### **4.3 Intellectual Property :**

Regarding the use of the Auberge's website, the Auberge remains the holder of all intellectual property rights relating thereto.

The elements accessible on the website, in particular in the form of texts, photographs, images, icons, sounds, videos, software, databases, etc., are also protected by intellectual and industrial property rights and other rights. private properties held by the Auberge and its partners.

Our online services are only available for private, non-commercial use. You may therefore not resell, use, copy, monitor, display, download, reproduce or establish links to any content or information, reservations, software, tickets and/or any product or service available on the website under of a commercial or competitive activity or objective.

### **4.4 Personal data :**

The customer acknowledges and accepts that the Hostel, as data controller, collects and processes the personal data necessary for the purposes of managing reservations and customers, for the purposes of invoicing and payments and, to carry out its commercial actions and its satisfaction surveys.

The processing of information communicated via the Hostel's website meets the legal requirements for the protection of personal data. The information system used ensures optimal protection of this data.

The customer has the right to access, rectify and/or delete personal data concerning him and may object to the processing of his data. To exercise these rights, the customer must contact the Hostel in writing (mail or email) at the following coordinates: Cooperative Auberge des Vergers – Esplanade des Récréations 21 -1217 Meyrin (Switzerland).

**CGVU and legal notices – Cooperative Auberge des Vergers – applicable from January 1, 2023**