

Hotel Residence "Base Nyon"
General Terms & Conditions

1. GENERAL

The accommodation of the premises of the Hotel Residence "Base Nyon" operated by Base Management SA (hereinafter "Base Nyon") and all related services are governed by the present "General Terms & Conditions", which may be modified from time to time.

The term « Client » includes the contracting party(ies), even if he/she is not physically occupying the suite, and even if the contract does not bear his/her signature.

2. BOOKING & CONFIRMATION

The reservation must be made by an adult of at least 18 years old, able and allowed to enter into a contractual relationship with Base Nyon. If an adult books a suite, he is responsible for all minors traveling in his party.

When making a reservation, the Client must provide his first name and surname, date and place of birth, nationality, mobile number, email address, home address, the number of persons staying in the suite, if any Clients are under 18 years old then their age is required, arrival and departure dates and a method of payment.

The reservation becomes binding between the two parties, upon confirmation by Base Nyon (issuance of reservation number) and the appropriate guarantee has been issued by the Client (payment secured with a credit card authorisation, billing has been approved or bank transfer has been received).

3. PAYMENT

The suite's rates, fees and taxes will be charged to the credit card used to confirm the reservation for the full duration of their stay either in advance or on arrival; nonetheless the Client may change the method of payment during the stay or at check out. Suite's rates and services include VAT but not the city tax, which is charged in addition per person, per night.

Incidental rates are billed separately, except for the items purchased via the hotel website.

Client(s) and accompanying person(s), as well as individual and/or company making the reservation, accept and consent that Base Nyon will charge the credit card presented for payment.

Payment will be taken in advance of arrival only when the Client chooses to pay in advance in return for a reduced suite rate.

4. ACCESS TO THE SUITE

Check in time is after 3:00 pm on the date of arrival, unless prior arrangement has been made.

Check out time is 12:00 o'clock (noon) on the day of departure, late check out is subject to availability and can be charged at the discretion of the Base Nyon at a rate of CHF 100 every 4 hours after the check out time.

5. LENGTH OF STAY

The length of stay is indicated on the reservation confirmation. The arrival and departure dates are indicated as well.

6. CLIENTS

The number of Clients allowed in the suite is indicated on the reservation confirmation. Only the individuals listed with the reservation details are allowed to reside in the suite.

A breach of this condition will be deemed to be subject to an extra charge by Base Nyon at the discretion of Base Nyon, but not more than CHF 100 per night, per person.

7. CANCELLATION

Our Cancellation policy is based on the length of stay.

Reservation from 1 to 6 days:

- Free cancellations up to 24 hours before 6pm of the day of arrival.
- One night will be charged if cancelled later, or earlier departure.

Reservation from 7 to 29 days:

- Free cancellation up to 48 hours before 6pm of the day of arrival,
- 2 nights will be charged if cancelled later or earlier departure.

Reservation of 30 days or more:

- Free cancellation up to 7 days prior to 6pm of the day of arrival
- 3 nights will be charged if cancelled later, or earlier departure.

8. NO SHOW

In case of 'no show' by midnight of the day of your scheduled arrival (unless prior notice is given), your reservation will be cancelled and your reserved suite will no longer be available. No show will be charged in accordance with our no show policy.

- Reservation from 1 to 6 nights: One night will be charged.
- Reservation from 7 to 29 nights: 3 nights will be charged.
- Reservation from 30 nights or more: 5 nights will be charged.

9. PRICE – SUITES & EXTRA SERVICES

Different rules apply for different prices based on the length of stay, which is indicated on the reservation confirmation.

Base Nyon reserves the right to amend prices at any time.

For a reservation of 30 days or more, a credit limit of up to CHF 500.00 is allowed to each Client for extra services within Base Nyon. Once this limit is reached, the Client will be informed and the

registered credit card provided at check-in will be used to pay the outstanding amount. At the end of each month, all outstanding extra service costs used will be deducted from the registered credit card provided at check-in.

In the event that a Client has reserved a suite at Base Nyon on a non-refundable basis and paid on the date of reservation, no refund will be paid to the Client.

When a payment has been agreed or asked for and is not made even after expiry of a reasonable extension granted by Base Nyon, Base Nyon can withdraw from the contract.

Should a Client violate the agreed upon accommodation conditions (i.e. number of guest per room, pets etc.), Base Nyon reserves the right to change the price charged per night or move a Client to an alternative suite.

If a guest extends their stay and a new rate is offered, this will only apply to the nights taken after the initial period of the booking and not be pro-rated back over the full length of the stay.

10. PETS

Pets are not allowed at Base Nyon, without permission of Base Nyon and is subject to one of the suites allocated for use by guests with pets being available

11. NON SMOKING

Base Nyon (the suites as well as the common areas) is a 100% non-smoking hotel. In case of violation of this non-smoking rule, Base Nyon reserves the right to charge the Client a special fee (for cleaning, smell removal etc.) of CHF 200.

12. PARKING

Base Nyon has a limited parking available for its Clients. Use of a car parking space provided by Base Nyon is at Client's risk. Base Nyon does not monitor these spaces and is not liable for any loss or damage to a vehicle.

13. STORAGE OF LUGGAGE, CLIENTS PERSONAL ITEMS AND SAFETY BOX

Luggage left with Base Nyon is done at the Clients' risk.

Base Nyon declines all responsibility for personal items left with Base Nyon staff or in areas of Base Nyon. Base Nyon has no obligation to store items of high value. Base Nyon has no responsibility for items left in the suites or in other areas of the hotel.

Objects forgotten by Clients after their departure from Base Nyon are sent only at the Client's request, risk and cost. Base Nyon shall safe-keep such objects for a period of six months after communicating the find to the entitled party. Upon expiry of that time limit, Base Nyon acquires ownership of the object.

Base Nyon advises the Client to use the complimentary safety box located in the suites and declines any liabilities in case of theft.

14. NOISE AND COMFORT OF OTHER GUESTS

The Client as well as accompanying person(s) agree to respect the privacy and comfort of other Clients. Base Nyon reserves the right to evict the Client and accompanying person(s), following complaints and/or as a result of non-respect of others, in such case Base Nyon will not reimburse any payment already made.

15. DAMAGES

During his/her stay or upon departure, the Client agrees to be liable for any damages and/or missing items. The costs of replacement of the items in the suite are based upon the hotel's inventory sheet as shown at the end of these Terms & Conditions.

A complete list of the items located in the suite is available.

Within 24 hours from arrival, the Client shall report any damaged/missing items, thereafter, Base Nyon will assume that the suite and its contents complies with the standards.

Any damage caused by a Client and/or any person introduced by him/her to Base Nyon, will

be repaired and all related costs charged to the relevant Client.

16. RESPONSIBILITY

In case Base Nyon cannot provide the type of suite reserved by the Client, it will do its best efforts to offer an equivalent or superior alternative accommodation or, at its soles discretion, may offer full reimbursement.

Base Nyon is not responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- The fault of their person/s affected or any member/s of their party or
- The fault of a third party not connected with the provision of your stay which we could not have predicted or avoided or
- An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care.

17. SURVEILLANCE

For the Clients' security, Base Nyon reserves the right to install, in common areas, video surveillance systems which recordings will be kept on file for 30 days only.

18. INTERNET USAGE

Base Nyon will make all reasonable endeavours to make wi-fi, internet, telephone and other technology services available 24 hours a day. However, hotel is subject to the services and network of third party providers and cannot be held responsible for loss of service or poor service. Base Nyon is not responsible for security, integrity, accuracy or completeness of any information that the Client transmit or receive while using the wi-fi or internet services on site.

Wi-fi and Internet access in Base Nyon is provided on the basis that Clients use is lawful and honest. Base Nyon reserves the right to terminate a Clients use of the service at any time

without notice if it becomes aware of any behaviour that has a negative impact on its equipment or network or the use by other Clients of the equipment or network or the internet in general, or which damages, or has the potential to damage, the hotel reputation or standing.

19. WITHDRAWING

Base Nyon may withdraw from the contract for an extraordinary cause, i.e. if the performance of the contract is rendered impossible by force majeure or other circumstances for which Base Nyon is not answerable, or if Base Nyon is booked on the basis of misleading or false presentation of material facts or if Base Nyon has reason to believe that the Client might use Base Nyon for a purpose that could affect its business operations, security or public image.

20. INTELLECTUAL PROPRIETY RIGHTS

Client acknowledges and agrees that all intellectual propriety rights, including, but not limited to copyrights, trademarks, database rights, patents and inventions, in relating to the services are owned by Base Management SA.

21. FINAL CLAUSES

The hotel reserves the right to assign or sub-contract any of its rights and obligations under this agreement without notice to the Client.

If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction, the other provisions will nevertheless remain in full force and effect.

Although every effort has been made to ensure the accuracy of the information contained online, Base Nyon cannot accept responsibility for any errors or omissions, and reserve the right to vary, amend, supplement or cancel any of the information or offers featured online at any time.

22. ACKNOWLEDGMENTS

By confirming and guaranteeing the reservation, the Client indicates that he has read, approved and agrees to abide by these General terms and conditions.

23. GOVERNING LAW AND DISPUTE RESOLUTION

The laws of Switzerland shall govern these present General Terms and Conditions as well as all the agreements regarding the stay at Base Nyon.

Any dispute arising out of, or in connection with, these General Terms and Conditions as well as all the agreements regarding the stay at Base Nyon shall be submitted to the exclusive jurisdiction of the Courts of the Canton of Vaud at the registered office of Base Nyon, Switzerland, subject to any appeal before the Swiss Federal Supreme Court.

July 2015.