

Pillow & Pepper

General Terms and Conditions



Article 1 Subject of the General Terms and Conditions

These General Terms and Conditions govern the contractual terms on which any service is provided to a given partner hotel. The General Terms and Conditions apply inside and outside Switzerland.

Article 2 Contractual Partner

Your contractual partner is the private limited company Pillow & Pepper GmbH with registered offices at Bungertweg 11, CH-8032 Zurich (hereinafter "Pillow & Pepper"), who operates the homepage pillowandpepper.com to host a travel community for unique hotels and restaurants throughout Europe, personally tested by independent experts.

Article 3 General Terms

1. On pillowandpepper.com, members of the travel community (hereinafter "Member" or "Members") are provided with hotel and restaurant reviews free of charge and the most beautiful room and table numbers are recommended. Hospitality operations (hereinafter "Partner Hotel" or "Partner") are presented to Members in both German and English on pillowandpepper.com. Partners will be visually highlighted on pillowandpepper.com, included in the Hot List, and actively promoted in dedicated editorial formats.
2. Reservation requests by members placed using the concierge service of Pillow & Pepper will be forwarded to the hotel via e-mail. Partner hotels pay a commission of 10 percents of net room rates for any reservation brokered. The separate hotel cooperation agreement defines the procurement of hotel services.
3. By paying their annual dues and using our services, Partners agree to the General Terms and Conditions governing the use of the aforesaid services.

Article 4 Membership

1. Prospective guests must contact the hotel directly, leaving it up to the Partners to quote vacancies and prices at their discretion. The contract concerning a guest's stay at a hotel is exclusively concluded between Partner and Member. Such contracts are subject to the general terms and conditions of the respective Partner Hotel.
2. Subject to availability, the Partner Hotel agrees to confirm availability of the requested room complete with room number to the Pillow & Pepper Member. In case of non-availability, the Partner Hotel agrees to offer a free upgrade to the next-highest category or to propose an adequate alternative.
3. Membership fees will become due when registering with pillowandpepper.com (at the beginning of the minimum contractual period) and whenever the membership is automatically renewed (at the beginning of the renewal period). Methods of payment for membership fees are as follows:
 - a. Invoice by e-mail: The Partner Hotel receives the invoice as PDF file that includes all necessary details for on-line debiting. Invoices are payable within 30 days after invoice.
 - b. Invoice by postal mail: The Partner Hotel receives a printed invoice with a deposit slip. This method of payment is subject to a surcharge of CHF 5.00 for postage and handling. Invoices are payable within 30 days after invoice.
4. The minimum term for a paying membership is twelve months, counting from the date of registration. The membership will automatically renew itself for another 12 months ("renewal period") unless notice is given in writing 30 days before the end of the minimum membership term or before the end of the renewal period.
5. Written notice may be sent in by e-mail or postal mail. A legally binding termination by a Partner must state the Partner's full name and e-mail address. Pillow & Pepper will confirm the termination of membership after receiving the written notice. Taking a hotel profile offline may take a few days beyond the end of the membership.
6. In case a Partner Hotel fails to pay its invoice or fails to pay it in full, Pillow & Pepper reserves the right to charge interest on arrears pursuant to the Swiss Code of Obligations. Pillow & Pepper may withhold the agreed services until full payment of invoice has been received.
7. Pillow & Pepper reserves the right to change its membership fees at any time. Pillow & Pepper will notify the Partner Hotel about any change in membership fees via e-mail no less than 30 days before the end of the notice period. In each such case, the new membership fees will become effective in the next subscription period (renewal period).
8. In case the on-line portal is discontinued, membership will automatically be terminated with exceptional cause. In that case, membership fees already paid up will not be refunded.

Article 5 Text and Trademark Rights of Use

All copyrights for images and text contents of the on-line portal (including copy, images, layout, etc.) remain with Pillow & Pepper and the Partner Hotels, as the case may be. Any use of the above rights without the express and prior approval of the rights holder is prohibited. Accurate referencing as well as sharing content via social media platforms is permitted and actively encouraged.

Pillow & Pepper complete with its logo is a registered trade mark. The trade mark may not be used, except with Pillow & Pepper's express prior consent.

Article 6 Privacy

6.1 Protection and Use of Data

Pillow & Pepper operates in compliance with applicable privacy and data protection laws. The Partners consent to the collection and processing of their data by Pillow & Pepper for transaction and marketing purposes.

6.2 Google Analytics

For the purpose of optimising search results and maintaining optimum customer benefit, the on-line portal pillowandpepper.com takes advantage of the web analysis service of Google Inc. ("Google"), located in the United States. Google Analytics uses so-called cookies. These are text files stored on the respective computers of the Partners and Members that permit analysis of the Member's use of the on-line portal. The data generated by these cookies concerning the use of the on-line portal (including the IP address of Partners and Members) are transmitted to, and stored at, Google servers located in the United States. Google uses these data to evaluate the Member's use of the on-line portal, to compile reports for the website hosts, and to provide other services relevant to the use of the on-line portal and the internet. Google may also transfer this information to third parties where required to do so by law, or for the purpose of having a given third party process the information on Google's behalf. In no case will Google associate your IP address with other data stored by Google. Members and Partners may prevent the use of cookies by selecting the appropriate settings on their browsers. However, Members preferring not to permit the use of cookies are hereby advised by Pillow & Pepper that doing so may prevent them from exploiting the full range of the on-line portal's features. By accepting these General Terms and Conditions and by using the on-line portal, the Partner agrees to the transfer, storage and processing of data collected by Google in the aforesaid manner and for the aforesaid purpose concerning the Partner Hotel and the Member.

Article 7 Exclusion of Liability (Disclaimer) and Amendments

Pillow & Pepper assumes no liability for the accuracy, completeness and currency of the content published and distributed on its website. Moreover, Pillow & Pepper assumes no liability for the availability and the correct functionality of pillowandpepper.com. Portal contents are subject to error and change. Neither does Pillow & Pepper assume liability for the use of the on-line portal and the contents and services it provides. Pillow & Pepper reserves the right to change or supplement information and components on pillowandpepper.com at any time and without prior notice.

Neither shall Pillow & Pepper be liable for the contents, availability or correct functionality of any Partner Hotel's or third party's website to which reference is being made by way of links or in any other way, or which inversely refers to the on-line portal. The contents of any third party's website are non-proprietary contents over which Pillow & Pepper has no influence and for which Pillow & Pepper assumes no responsibility whatsoever.

Neither shall Pillow & Pepper be liable for damages caused by viruses, hacker attacks or other manipulations of a Partner's computer system by unauthorised third parties. No liability is assumed for the safety of data transfer through the internet. Particularly sensitive data (especially those concerning payment) will be processed via encrypted transmission (SSL) on the on-line portal of Pillow & Pepper.

Article 8 Miscellaneous

In the event of a dispute arising between Pillow & Pepper and a given Partner Hotel concerning the contractual relationship, the two parties shall attempt to settle matters amicably before taking legal action.

If any single provision of these General Terms and Conditions turns out to be ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of the other agreements and the effectiveness of these General Terms and Conditions as a whole shall remain intact. In that case, the ineffective provision shall be replaced by a provision that comes closest to the commercial intentions of both parties.

The contractual relationship between Pillow & Pepper and the Partner is exclusively subject to Swiss law. Exclusive place of jurisdiction is Zurich.