

# General Terms and Conditions

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These terms and conditions govern the contractual relationship between you and Luzern Süd GmbH, St. Niklausenstrasse 105, CH – 6047 Kastanienbaum below called Hotel Stans Süd (Rieden 4, CH – 6370 Stans).

## 1. General provisions

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These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of hotel rooms, as well as to all other related services and deliveries of the Hotel Stans Süd to its customers. All offers of the Hotel Stans Süd are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an expressly written agreement between the parties.

## 2. Reservations

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### 2.1 Confirmation and conclusion of contract

A contract is concluded between the customer and the Hotel Stans Süd if:

- a) an offer of the hotel has been reconfirmed in written form by the customer or
- b) an enquiry from the customer has been confirmed in written form by the hotel, or
- c) a booking has been made directly at the Hotel Stans Süd by telephone, e-mail, via the hotel's own homepage or another booking platform.

### 2.2 Modification of bookings

Changes to the content of the contract are only binding once they have been confirmed in written form by the hotel or the corresponding booking platform.

## 3. Booking via tour operators

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For bookings made through a tour operator, the GTC of the respective tour operator apply.

## 4. Cancellation conditions

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### 4.1 Individual reservations

#### 4.1.1 Best daily rate

A cancellation of the room reservation is possible up to 24 hours before arrival without any costs. In case of later cancellation or early departure, the agreed room rate will be charged for the first or following night of the originally planned stay.

#### 4.1.2 Non-refundable rate

This rate is not cancellable and not refundable and must be paid completely at the time of booking. The following credit cards are valid as a guarantee for a room reservation: Visa, American Express, Mastercard.

### 4.2 Group reservations

In the case of a group reservation, 20% of the rooms can be canceled up to 24 hours before the arrival with definite execution. In case of exceeding 20% or in case of total cancellation, the following cancellation conditions apply:

#### 4.2.1 Group reservations from 10 to 38 rooms

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Cancellation up to 28 days before arrival	No cost
Cancellation up to 14 days before arrival	50% of the confirmed total amount
Cancellation up to 7 days before arrival	80% of the confirmed total amount
Cancellation less than 7 days before arrival	100% of the confirmed total amount

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## **5. Unavailability**

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Should it not be possible for the Hotel Stans Süd to provide the customer with a room of the same value as reserved for unexpected reasons, the customer will be accommodated in a room of the next higher category. If no room is available at the Hotel Stans Süd, the Hotel Stans Süd will arrange for a substitute room of at least equal value at another hotel. Furthermore, the Hotel Stans Süd will cover the costs for the transportation including the luggage and a phone call so that the customer can announce his new address.

## **6. Costs in case of no-show**

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Reservations are normally considered definite when confirmed by Hotel Stans Süd. In case of a no show, the customer will be charged 100% of the first night.

## **7. Payment conditions**

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### **7.1 Best daily rate**

Payment by credit card upon arrival.

### **7.2 Non-refundable rate**

Payment by credit card at the time of booking.

### **7.3 Down payment**

The down payment shall be deducted from the total amount in the cases of sections 4 and 5 of these GTC. If the customer is in arrears with the payment of the deposit, the hotel is entitled to withdraw from the contract in accordance with clause 8 of these terms and conditions. In the event of default, the Hotel Stans Süd reserves the right to charge the costs of reminders, address investigations and credit checks, including the fees of a lawyer. The booker declares his consent to the charging of these costs, also insofar as these are not or only partially refundable according to legal provisions.

### **7.4 Payment**

Payment of the hotel bill on arrival is generally the responsibility of the client. If the costs of the stay are borne by a company, a written confirmation with the invoice address of the company registered in the commercial register including contact person or a company credit card for debiting is required. A precise statement must be made as to which costs will be borne by the company.

In the event of a customer leaving without paying the invoice, the person or company who made the booking is jointly and severally liable for the entire amount of the invoice. This liability also extends to additional services purchased by the client(s). No invoices can be sent abroad.

### **7.5 Invoices**

If payment by invoice has been agreed, this is due within 30 days of the invoice date without deduction. The services invoiced shall be deemed to have been provided in full and in accordance with the regulations if the organizer does not report any complaints within the payment period. The Hotel Stans Süd reserves the right to request a deposit of 50% of the agreed services. For reservations with a foreign billing address or reservations from abroad, a deposit of 100% of the reserved services can be claimed. No invoices can be sent abroad.

## **8. Withdrawal by the Hotel Stans Süd**

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The hotel is entitled to withdraw from the contract at any time for important reasons. Important reasons are in particular official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances beyond the hotel's control or influence. In these cases, the hotel will assist in organizing suitable replacement capacity.

The Hotel Stans Süd may also withdraw from the contract under the following conditions:

- a) There is reasonable cause to believe that the bookers are endangering the smooth operation of the business, the safety or the reputation of the hotel or its guests.
- b) The hotel determines that reservations have been booked under misleading or false indication of material facts or of a purpose other than that communicated.
- c) Third parties who have been involved in the organization of the event by the hotel at the instigation of the organizer are completely or partially prevented from providing the service. The hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying this and shall inform the organizer without delay. The organizer cannot assert claims for damages against the Hotel Stans Süd in any of the aforementioned cases

## **9. Liability/Duty of care/Conduct**

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The hotel room is to be used by the customer with the utmost care. The customer or the company must pay for any damage to property that occurs. The Hotel Stans Süd rejects any liability for theft etc. and in relation to services of third parties.

### **9.1 Theft**

The Barabas is not liable for theft or damage to objects brought in by the organizer, his employees, auxiliary persons or event participants. This also applies to vehicles parked in the parking lots.

### **9.2 Equipment**

Insofar as the Hotel provides technical or other equipment for the Organizer or procures such equipment from third parties, it shall act on behalf of and for the account of the Organizer. The organizer shall be liable for the careful handling as well as the return and shall indemnify the hotel against all claims of third parties arising from the provision.

### **9.3 Further**

In all other respects, the Hotel shall only be liable for intent and gross negligence.

## **10. Other terms & booking conditions**

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Further terms and booking conditions may apply. The customer will receive additional details with the booking confirmation and/or via direct contact with the Hotel Stans Süd.

## **11. Place of jurisdiction**

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For all agreements concluded with the Hotel Stans Süd under these GTC, Swiss law is exclusively applicable. The place of jurisdiction is Kastanienbaum, domicile of Luzwen Süd GmbH (operating company of Hotel Stans Süd).

## **12. Addition**

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Should any provisions of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. These shall be replaced by a permissible provision which corresponds as far as possible to the sense and purpose of the invalid provision.