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General Terms and Conditions (GTC)

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1. Scope of application

These GTCs apply to all legal relationships between the guest and Deltapark AG (hereinafter referred to as the hotel). Business relationships to which the GTC apply do not generally require the written form and may explicitly be established verbally or through unsigned documents, such as e-mail.

2. Conclusion of contract

Acceptance of a written, telephone, electronic, or personal booking, and delivery of the booking confirmation establishes a contract between the guest and the hotel. These General Terms and Conditions are an integral part of this contract. Communication via e-mail is considered as having been made "in writing."

3. Period of use

Hotel rooms are available from 3:00 pm on the day of arrival until 11:00 am on the day of departure. Late check-out is possible according to availability, and at additional charge. Please contact reception the evening before to clarify any possibilities.

Main Building & Sporthaus

- ▲ Until 12:00 pm: CHF 50
- ▲ Until 1:00 pm: CHF 100
- ▲ Until 2:00 pm: CHF 150
- ▲ From 2:00 pm to 6:00 pm: CHF 280

Lake Suites and Lake Villas

- ▲ Prices upon request.

4. Prices

Unless otherwise stated, all prices are in Swiss francs (CHF) and include the statutory value added tax. (Price changes may be made).

5. Price changes

The hotel may change the previously communicated or published prices without prior notice in the following cases:



- ▲ Newly introduced or increased governmental charges (e.g. value added tax, visitor's tax, etc.) to the extent of the increase in charge.
- ▲ Changes to the reference exchange rate - foreign currencies will be converted according to the hotel's current rate.
- ▲ The Swiss Code of Obligations shall apply in the event of calculation errors or material errors.

6. Cancellations and changes to bookings

6.1 General conditions

Cancellations or changes to bookings must be submitted to the hotel in writing and within the specified time to be considered valid. Guests are responsible for the costs according to the following regulations:

Hotel bookings for individual guests:

- ▲ No charges apply and any prepaid amount will be refunded (except non-refundable items) for cancellations up to 72 hours prior to arrival (latest 3:00 pm, three days prior to arrival).
- ▲ A charge of 100% of the total stay is payable for cancellations 72 hours or less before scheduled arrival.

Please note that cancellation conditions may differ for special offers. Cancellation conditions confirmed in writing apply in all cases.

Hotel bookings Lakeside Suites:

The Lakeside Suites may be booked for up to 4 persons.

- ▲ No charges apply and any prepaid amount will be refunded (except non-refundable) for cancellations up to 7 days before arrival.
- ▲ A charge of 100% of the basic package is payable for cancellations between 6 and 0 days before scheduled arrival.

Hotel bookings Lakeside Villas:

The Lakeside Villas may be booked for up to 6 persons. An extra bed or a baby cot may be requested at extra charge.

- ▲ No charges apply and any prepaid amount will be refunded (except non-refundable) for cancellations up to 7 days before arrival.
- ▲ A charge of 100% of the basic package is payable for cancellations between 6 and 0 days before scheduled arrival.

Banquets and groups of more than 11 attendees:

Differences of up to 5% of the agreed number of attendees are accepted free of charge up to 72 hours before arrival. The following costs will be charged if the number of guests differs by more than 5%:

up to 28 days before arrival: no charge
27 - 14 days before arrival: 50%
13 - 7 days before arrival: 75%



6 - 0 days before arrival: 100%
of the room costs and the booked basic arrangements

Individuals who are part of a group cannot be billed individually.
We do not offer pre-reservation of rooms (room option) for travel groups.

Seminars and events:

Differences of up to 5% of the agreed number of attendees are accepted free of charge up to 72 hours before arrival. The following costs will be charged if the number of guests differs by more than 5%:

Valid for events up to 49 persons:
up to 90 days before arrival: no charge
89 to 60 days before arrival: 25%
59 to 30 days before arrival: 50%
29 to 15 days before arrival: 75%
14 to 0 days before arrival: 100%
of the basic package is payable

Valid for events of 50 persons or more:
up to 180 days before arrival: no charge
179 to 120 days before arrival: 25%
119 to 60 days before arrival: 50 %
59 to 30 days before arrival: 75%
29 to 0 days before arrival: 100%
of the basic package is payable

Due to time constraints, we are unable to offer separate billing for individual seminar guests. There is no shuttle service offered for seminar guests.

Request to use contingent

The defined special price is only granted in connection with the agreed code and via the corresponding e-mail address. No price adjustments can be made subsequently.

Due to the additional effort for the contingent, a processing fee of CHF 10.00 per room is due. These costs are also due after the contract has been signed, if this has not been communicated in advance.

Unbooked rooms will be released 30 days before arrival.

Cancellation of the requested rooms:

- ▲ Cancellation by 03:00 pm at the latest, 14 days before arrival: No charges apply and the amount already paid will be refunded.
- ▲ Cancellation 13 to 0 days before arrival: A charge of 100% of the basic package is payable.

The basic package refers to all services and VAT agreed to in the contract, but excluding visitor's taxes.



If the hotel is able to reassign the unused rooms and packages to other parties, a cancellation fee amounting solely to the difference to the services booked by the customer will be charged (plus a handling fee of CHF 200).

The cancellation fee is payable in all cases even if the event is postponed and held on another date.

Supplementary provisions for spa and gastronomy services:

Cancellations or changes are only valid if communicated to the hotel within the specified deadline. Reservations made verbally, over the phone, or via email for services at Deltaspas (e.g., massages) or in the restaurants (e.g., dinner reservations at Delta restaurant) are subject to the following cancellation conditions:

- ▲ No charges apply for cancellations up to 24 hours before the reserved service begins.

6.2 Cancellation date and insurance

The date on which written cancellation is received by the hotel will be used as the reference cancellation date. In the case of Saturdays, Sundays and public holidays, the next working day is applicable. In cases of hardship, the cancellation costs will be covered by a cancellation insurance, provided that the guest has taken out such insurance.

6.3 Cancellation in case of force majeure

In the event of force majeure such as political unrest, strikes, disasters, etc. the hotel may cancel the arrangement at short notice for reasons of security.

6.4 Disturbances and operational restrictions

Disturbances such as noise and/or operating restrictions do not entitle the guest to any compensation or refund.

Our restaurant and bar terraces must be vacated at 10:00 pm out of consideration for our overnight guests.

7. Unused consumption

In the case of seminars, banquets and events, there is no entitlement to reimbursement for services ordered but not used. Similarly, there is no entitlement to a refund for unused services of a booked package or a booked flat rate.

8. Supplementary provisions for the online purchase of vouchers

8.1 Validity

Gift vouchers ordered online are valid for two years. The date of purchase is decisive. After the expiry date, provision of service shall be governed by Art. 127 of the Swiss Code of Obligations.



8.2 Completion of purchase and conditions for delivery

All online purchases are binding. After completion of the purchase, you will receive a confirmation e-mail with a PDF voucher attachment. The voucher must be printed out and presented upon check-in at the hotel.

8.3 Right of return

If you return the purchased voucher to us (printed out by post or as an e-mail attachment) within 10 days, we will refund the full purchase amount to you. The return costs are payable by you.

9. Liability

The hotel is only liable for damages in cases of intent or gross negligence. This also applies explicitly to damages arising from the use of our IT infrastructure and Internet access points. Liability is excluded to the extent permitted by law for items brought in by the guest. Claims must be made in writing to the hotel immediately, but no later than, 14 days after departure; otherwise, they are considered forfeited.

9.1. Customer liability

Customers (or the contractual partner of the hotel) are liable for damage or theft which they, the minors entrusted to them, their employees, event attendees, or third parties commissioned by them cause or commit on the grounds and in the rooms of the Deltapark. The customer also undertakes to secure the hotel against claims of third parties arising from events and services provided by the customer.

The customer is responsible for arranging insurance for objects brought into the hotel (e.g. technology, exhibits, samples, etc.). The hotel may demand proof of sufficient insurance coverage from the customer at any time.

10. Internet usage

Guests use the Internet within the hotel at their own risk. The hotel does not guarantee the security, availability and functionality of the hotel's own hardware and software. The hotel provides this service voluntarily and free of charge. Accordingly, the customer has no claim to a permanently functioning Internet supply.

11. Supplementary provisions for the online shop

Online tickets are transferable within the scope of these General Terms and Conditions. Tickets may not be changed or copied. Chip wristbands can be obtained at the spa reception. The validity of the ticket will be confirmed by spa reception. Guests select a period of stay at the Deltaspas when purchasing an online ticket or reserving an online admission ticket. The selected length of stay represents the minimum binding length of stay, extended time must be paid for later. When purchasing an online ticket, rebooking to another day or time is possible up to 24 hours before the purchased date/time, if capacities allow. Purchase costs are non-refundable. Entry to the Deltaspas is possible before the selected time (at the earliest 10 minutes beforehand). Late entry after the start of the selected time is permitted until the end of the selected time, at the latest. In the event of late entry, the stay cannot be extended at will by the selected duration of the online ticket or the duration of the delay. If the selected length of stay is exceeded, a late payment fee (CHF 5.00 per 30

minutes or part thereof) must be paid, even if the selected length of stay is adhered to in total. Admission with an online ticket is guaranteed for the entire selected length of stay. The online ticket can only be used on the selected day and loses its validity on the day following the reservation.

12. Lost property

Lost property will only be forwarded upon request, and at the risk and expense of the guest.

Lost property will be kept for 3 months after the date of discovery and then disposed of. The hotel is not liable for loss or damage during return and storage.

13. Data protection

The hotel undertakes to comply with applicable data protection legislation when handling and processing all guest data and guest usage data. Guest data will only be used to maximise operational safety; or in the interests of sales promotion, product design, crime prevention, collection of key economic data, as well as statistics and invoicing. Guests use the Internet within the hotel at their own risk. The hotel does not guarantee the security, availability and functionality of the hotel's own hardware and software. The provision of the Internet signal in the hotel is not part of the room or seminar price - the hotel provides this service voluntarily and free of charge.

Accordingly, the customer is not entitled to a permanently functioning Internet supply.

14. Applicable law and place of jurisdiction

For all contracts concluded with the hotel under these GTC, only Swiss law is applicable.

The parties agree that Thun, Switzerland is the exclusive place of jurisdiction.

