

TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

The present General Terms and Conditions for room bookings ("GTC") apply to all hotels of the Stiftung Waldstätterhof based in Lucerne for the provision of hotel rooms for the accommodation of customers, as well as all other services and deliveries provided by the hotel in this context

The General Terms and Conditions of the customer do not apply.

The GTC are also provided in French and German. In case of discrepancies, the German version shall prevail and is legally binding.

2. CONCLUSION OF CONTRACT

A single reservation is valid without a guarantee until 4:00 PM on the day of arrival. With a room guarantee, your reservation will be held for the entire night, even if you arrive after 4:00 PM.

Accepted guarantees for a room reservation are:

- Credit Card (Visa, American Express, Diners Card, Mastercard, JCB, CUP)
- Vorauszahl Prepayment for two nights, e.g. via bank or postal transfer
- Written guarantee from a registered company in the commercial register, with its headquarters in Switzerland

An offer for group reservations will explicitly be referred to as such and must be signed by the customer and returned to the hotel. An offer is valid for 7 days (acceptance period). This means that offers, price lists, and similar documents issued by a hotel do not yet represent a binding offer.

Hotel Waldstätterhof Lucerne explicitly reserves the right to resell the rooms during and after the expiration of the acceptance period for group reservation offers. A new offer may differ from the original one in case of a new inquiry.

3. SERVICES AND PRICES

The customer does not acquire the right to be provided with a specific room, but the hotel commits to keeping rooms available in the reserved category. If, for unforeseen reasons, a room equivalent to the one reserved is not available upon arrival, accommodation will be provided in a room of the next higher category.

In the event that no rooms are available at the hotel, the hotel will arrange for at least an equivalent accommodation in another hotel. Additionally, the hotel will cover the transportation to and from the new hotel with luggage, as well as a 3-minute international phone call to inform the guest of the new address.

The customer is obligated to pay the prices applicable to the room and any other services they have used or agreed upon with the hotel. This also applies to services and expenses arranged by the customer for third parties through Hotel Waldstätterhof Lucerne.

The prices are quoted in CHF, per room/night, including free Wi-Fi, service, and VAT. Local taxes, cantonal and municipal accommodation fees, and any additional charges per person/night are generally not included.

4. ROOM HANDOVER AND RETURN

Booked rooms are available to the customer from 3:00 PM on the agreed day of arrival. The customer has no right to earlier access to the room.

On the agreed day of departure, the room must be vacated and available to the hotel no later than 11:00 AM. After this time, the hotel

may charge 50% of the full room rate (list price) for the unauthorized use of the room until 3:00 PM, and 100% from 3:00 PM onwards.

5. PAYMENT

Invoices from the hotel without a due date are payable within 10 days of receipt of the invoice without any deductions. The hotel is entitled to declare outstanding claims due at any time and demand immediate payment.

The hotel is entitled to request an appropriate advance payment or security deposit at the time of booking or thereafter. The amount of the advance payment and the payment dates will be specified in the offer.

If the customer is residing abroad, the hotel reserves the right to charge the full invoice amount to the guarantee credit card. Any exchange rate differences or bank fees will be borne by the customer.

The customer may only offset a claim against the hotel with an undisputed or legally enforceable claim.

5.1 Pre-authorization of Credit Cards

The hotel reserves the right to pre-authorize the provided credit card before arrival to verify the validity of the card and the availability of the credit limit. The pre-authorization serves as security and is not considered a payment.

Typically, the pre-authorization is automatically carried out 2 days before arrival. The pre-authorized amount covers the cost of the overnight stays, including all booked services, and may vary depending on the rate booked.

The pre-authorized amount can be converted into a final payment and charged upon request.

In the event of a cancellation in accordance with the cancellation policy (see Section 6), the pre-authorized amount will be released within the time frame set by your bank. The hotel has no influence over the processing time of the release by your bank or credit card provider.

6. CANCELLATION POLICY

6.1 Cancellation Policy for Individual Reservations

Individual reservations are generally considered final once the offer from Hotel Waldstätterhof Lucerne has been confirmed. In the case of a late cancellation after the cancellation period has expired, the booked services may be charged at 100%.

The cancellation policy may vary depending on the offer. However, for certain rates, special conditions apply which make cancellation impossible. Unless otherwise stated, the following cancellation conditions apply to individual reservations:

- Cancellation up to 2 days before arrival: no charge
- Cancellation 1 day before arrival: charge for one night including all booked services
- Cancellation during the stay (multiple nights): charge for one additional night including all booked services

6.2 Cancellation Policy for Groups

The cancellation policy for group reservations depends on the size of the group and is regulated separately. If no separate cancellation conditions are provided, the following rules apply:

- Cancellation up to 30 days before arrival: free of charge
- Cancellation up to 15 days before arrival: 50% of the expected total revenue
- Cancellation up to 14 days before arrival: 100% of the expected total revenue

7. WITHDRAWAL BY THE HOTEL WALDSTÄTTERHOF

If the customer is entitled to free cancellation in accordance with Section 6 above or a separate agreement, the hotel is likewise entitled to withdraw from the contract during this period if other customers request the contractually reserved rooms and the customer, upon inquiry by the hotel, does not waive their right to free cancellation.

If an agreed advance payment is not made even after the expiry of a reasonable grace period set by the hotel, Hotel Waldstätterhof Lucerne shall also be entitled to withdraw from the contract.

Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, for example if:

- Force majeure or other circumstances beyond the hotel's control make the fulfilment of the contract impossible.
- Rooms are booked under misleading or false statements regarding essential facts, such as the identity of the customer or the purpose of the stay.
- The hotel has reasonable grounds to believe that the use of the hotel services may jeopardize the smooth operation, security, or public reputation of the hotel, provided that this is not attributable to the sphere of control or organization of Hotel Waldstätterhof Lucerne.
- A violation of Section 5 above has occurred.

In the event of a justified withdrawal by the hotel, the customer shall not be entitled to any claim for damages.

8. BOOKINGS THROUGH OPERATORS

For bookings made through a tour operator, the respective tour operator's general terms and conditions shall apply.

9. CHILDREN'S PRICES

Children's rates apply only when children are accommodated in the room of their parents or an accompanying adult. The child's age on the date of arrival is decisive. Proof of age may be required.

Upon request, a baby cot can be provided free of charge for children up to 2 years of age. Children up to their sixth birthday stay free of charge when sleeping in their parents' bed. For children aged 6 years and older, a room category with a sofa bed must be booked if the total number of guests exceeds two persons.

10. LIABILITY / DUTY OF CARE

The customer shall use the hotel room with the utmost care. The customer or the company shall be liable for any damage caused.

The hotel accepts no liability for theft or similar incidents, nor for services provided by third parties. Furthermore, the hotel shall only be liable for direct contractual or non-contractual damages caused intentionally or through gross negligence. Any further liability is excluded.

11. DATA PROTECTION

The Privacy Policy can be found on our official website.

12. FINAL PROVISIONS

In addition to these General Terms and Conditions, further provisions and booking conditions may apply and shall take precedence over these Terms and Conditions.

Any amendments or additions to the accepted offer or these Terms and Conditions should be made in writing. Unilateral amendments or additions made by the customer shall be invalid.

The place of performance and payment is the registered office of the hotel. Swiss law shall apply, and the exclusive place of jurisdiction shall be Lucerne.



WALDSTÄTTERHOF

LUZERN

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In all other respects, the applicable statutory provisions shall apply.