



General Terms and Conditions (CTC)

1. SCOPE OF APPLICATION

These terms and conditions do apply to all legal relationships between the guest or customer and the KulmBetriebs GmbH, hereinafter referred to as «Hotel».

2. CONCLUSION OF CONTRACT

A contract between the guest or customer and the hotel is closed with the hotel's confirmation of reservation in written, electronic, telephone or personal way. These general terms and conditions are part of this contract. Communications by e-mail are considered written.

3. PRICE QUOTATION

Unless otherwise stated, all prices are in Swiss francs (CHF) and include the statutory value added tax (VAT). The prices indicated are subject to change. Obvious errors and mistakes (including misprints) are not binding. Please note that all prices come without the compulsory visitor's tax.

4. TERMS OF PAYMENT

The hotel is entitled to request an appropriate deposit for booked services at any time. The total amount for services used is due at the latest on the day of departure and must be paid in cash or with credit or debit cards which are accepted by the hotel. If payment for services by invoice is agreed, the total invoice amount must be paid net within 10 days. In case of late payment, the hotel reserves the right to charge reminder and late payment fees.

5. LIABILITY

The guest/customer is liable to the hotel for all damages, losses and other disadvantage caused by himself, his employees, his agents, or third parties. The hotel disclaims any liability for theft and damage to property brought by the guest/customer or third parties. The guest/customer is obliged to maintain peace and order as well. On a full indemnity basis, he keeps the hotel entirely clear against all claims under civil and public law which are raised against the hotel by authorities or third parties due to his event respectively to pay the incurred expenses. If the guest/customer and/or third parties cannot be held responsible, the booker of the reservation is liable. The hotel is liable for intentional or grossly negligent contractual or non-contractual damage and exclusively for direct damage. Any further liability, in particular for slight to moderate negligence or for indirect damage is excluded.

6. WITHDRAWAL FROM CONTRACT BY THE HOTEL

The hotel reserves the right to withdraw from the contract without compensation in the event of force majeure or other circumstances for which the hotel is not responsible and which make the provision of services significantly more difficult or completely impossible. In addition, the hotel is entitled to withdraw without compensation if there is cause for serious concern that the provision of the booked services will disrupt business operations and/or endanger the safety or reputation of the hotel.

7. CANCELLATIONS

The hotel reserves the right to stipulate individual cancellation conditions by contract. Services provided in advance by the hotel or its potential partners must be paid in full.

8. OFFERS

Unless otherwise stated, the offered prices are valid for 24 hours, the rooms and services are provisionally reserved. Without reconfirmation by the guest/customer within this period of time, rooms will be unblocked.

9. UTILISATION & SCOPE OF SERVICES

The hotel rooms are at the guest's disposal from 3:00 p.m. on the day of arrival until 12:00 noon on the day of departure. The contract's scope of services comprises the custom made and confirmed reservation of the guest. The guest is not entitled to a specific room, but to a room corresponding to the booked category.

10. ANNULMENT & CHANGE OF RESERVATION

10.1. Individual reservations (up to 3 rooms)

Cancellations up to 48 hours before arrival (calculated from 00.01 CET on the day of arrival): free of charge.
Cancellations within 48 hours or less before arrival: 100% of the booked services.

10.1.1. Non-refundable rate

The offer requires full payment in advance by credit card at the time of booking. In case of changes and/or cancellations, there is no right of refund.

10.1.2. Booking of packages

Cancellations up to 48 hours before arrival (calculated from 18.00 CET on the day of arrival): free of charge.
Cancellations within 48 hours or less before arrival: 100% of the booked services.

10.1.3. Third party reservations (e. g. online provider, tourist office etc.)

Cancellations up to 48 hours before arrival (calculated from 18.00 CET on the day of arrival): free of charge.
Cancellations within 48 hours or less before arrival: 100% of the booked services.

10.2. Group reservations (from 4 rooms)

Here do the contractually agreed terms and conditions apply, otherwise the following cancellation conditions take effect:

Up to 5 days before arrival

Cancellation of the entire reservation is free of charge.

5 days – 0 hours before arrival

All cancelled rooms will be charged at 100% of the booked arrangement for the entire stay.

11. GUARANTEE

In order to ensure a reservation, a valid credit card of the guest/client or the booker is required. It only serves as a guarantee until the day of arrival. The outstanding balance can be paid upon arrival. From the day of arrival, the deposited credit card can be charged on the part of the hotel for the stay or possible cancellation costs. If no credit card is available, the hotel reserves the right to request 50% of the agreed services as a deposit. Room reservations that are not covered by credit card guarantee or deposit may be cancelled by the hotel without prior notice.

12. BINDING RESERVATION

Reservations and changes thereto only become binding for both the hotel and the guest/customer after the hotel or an authorised third-party provider has sent written confirmation of the reservation. Confirmations are sent by the hotel no later than 2 days after reception of the reservation. The guest/customer and/or booker is obliged to check the received documents and to report any errors immediately.

13. PETS

With the prior consent of the hotel and against payment, pets may be brought to the hotel. The owner is obliged to supervise the animal during the stay. The animals are not allowed neither on guest nor on extra beds. In case of direct (e. g. damaged equipment) and indirect defects (e.g. potential room blocking due to extra cleaning or mending), the guest/customer and subsequently the booker of the reservation is personally liable and responsible for any loss.

14. COMPLAINTS

Defects which cannot be remedied promptly must be reported to the hotel in writing immediately, but at the latest within 24 hours. Unrepairable defects must be confirmed in writing by the hotel within 7 days. After the expiry of this period, no complaints can be made against the hotel, its representatives, or third parties.

15. GOVERNING LAW / PLACE OF JURISDICTION

Swiss law applies exclusively to all contracts concluded with the hotel under these GTC. Place of jurisdiction is Lucerne.