

## **General Terms and Conditions**

We're delighted that you have chosen to stay with us and avail yourself of our facilities. To ensure that everything is legal and above board, we have put together the following terms and conditions. They govern the relationship between you as our guest and Bürgenstock Hotels & Resort (BHR). BHR comprises Bürgenstock Hotels AG, Bürgenstock Bahn AG and Hammetschwand Lift AG.

### **1. Signing the contract**

- We, BHR, are pleased to accept your booking, reservation or registration. This constitutes a contract between you and BHR.
- If we ask you to confirm the reservation with a reply, the contract is deemed valid as soon as we have received your signed confirmation.
- We are delighted if you are making arrangements on behalf of several guests. Please note that doing so renders you liable for the value of the entire reservation.

### **2. Services**

- We agree to provide the services stipulated in the reservation confirmation. Additional requests will be accommodated if possible. If required, we can also provide you with additional services from other providers. These services are chargeable separately.

### **3. Prices/rates and payments**

- To find out what services we provide and their prices, please refer to the reservation confirmation or our price lists.
- We may request a deposit of 50% of the estimated total amount on signing of the contract:
  - Please remit this deposit up to one month prior to the start of the event.
  - The deposit will of course be deducted from the total invoice amount.
- We may request a credit card guarantee and reserve the estimated total amount on the due date.
- Please try to avoid late remittance of the deposit. If we do not receive it, we will have to cancel the contract after five days' grace and charge you a cancellation fee (see section 4).
- Please settle your final bill on checking-out, either in cash (Swiss francs or a foreign currency at the hotel's rate of exchange), or using a credit card (Master, Visa, American Express, Diners, JCB) or debit card (EC / Maestro, Postcard).
- By prior arrangement and if you have provided us with a credit card guarantee, we can send you the final/total bill at a later date – you are asked to settle this within 10 days of receipt.

### **4. Cancellations**

- Cancellations by you (which we very much regret) of all or part of the contracted reservation are subject to a charge as detailed below (on the basis of preliminary services already provided and/or because we have had to turn away other guests):
  - Up to 60 days prior to the start of the event: no cancellation charge.
  - From the 59th up to and including the 21st day prior to the start of the event: 50% of the cancelled reservation amount.
  - From the 20th up to and including the 8th day prior to the start of the event: 75% of the cancelled reservation amount.
  - From the 7th day up to 48 hours prior to the start of the event, you may cancel 5% of the current reservation amount up to a maximum of three rooms (room reservations) or three guests (reservations for food and beverages) without incurring penalties.
  - Within 48 hours of the start of the event: 100% of the cancelled reservation amount.
- The date on which we received your cancellation determines the level of the charge.
- You would be well advised to take out cancellation insurance.

**5. Room occupancy and vacation of room**

- Your room will be available from 3 p.m. at the latest on the day of arrival. We request that you vacate your room by noon on the day of departure.
- Please notify us if you will be arriving after 6 p.m., or reserve your room with a credit card guarantee. Doing so means we can assume that you are definitely coming. Failure to confirm late arrival may result in your room being offered to other guests if there is a demand.
- We will allocate you the best room in your reserved category, but we cannot promise to allocate you a specific room.

**6. Our liability**

- We naturally trust that nothing happens to you during your stay – we will also do our utmost to ensure this is the case. However, we cannot foresee every eventuality. We shall be liable for your personal belongings to the extent provided by law. We cannot assume liability for slight negligence.
- We cannot assume liability for services provided by third parties (see section 2).
- If despite our due diligence you suffer loss or damage or are not satisfied with our services, we ask you to notify us immediately. We cannot entertain retrospective notification of loss/damage or complaints. We kindly ask for your understanding.

**7. This contract is subject to Swiss law.**

**8. The place of jurisdiction is the Cantonal Court of Nidwalden in Stans, Switzerland.**