

GENERAL TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and der Knast AG, Horw, St. Niklausenstrasse 105, 6047 Kastanienbaum (Hotel Barabas & Nozomi, Löwengraben 18, 6004 Luzern); below called Barabas.

1. Scope of application

These terms and conditions apply to the rental of hotel rooms and all related services. The terms and conditions of Barabas apply exclusively. The customer's terms and conditions shall not become part of the contract, even if they have not been expressly contradicted.

2. Reservations

A contract is concluded between the organiser and Barabas if

- a) an offer of the Hotel has been confirmed in writing by the Organiser or
- b) a request by the Customer has been confirmed in writing by the Hotel
- c) a booking has been made via the homepage or another booking platform Changes to the content of the contract are only binding if they have been confirmed in writing by the Hotel.

2.1 Offers

The acceptance period for offers from the hotels is 7 days, unless a different period has been agreed. After that the Barabas is no longer bound by the offer. The Hotel reserves the right to withdraw from an offer before expiry of the acceptance period for good cause.

2.2 Options

Options are binding for both parties during the agreed option period. At the end of the option period, Barabas reserves the right to dispose of the reserved data and services.

3. Changes in the number of participants and event time

The Customer is obliged to inform the Hotel of any changes in the number of participants as early as possible. The Barabas makes every effort to allocate unused reservations to other hotels on the same terms. If this is successful, the organiser will not be charged. The hotel must be informed of the exact number of participants at least 48 hours before the event. This information shall form the basis for invoicing. If individual services were not yet fixed at the time of the change in the number of participants, a flat rate of up to CHF 500 per person may be charged.

4. Cancellation conditions

Cancellations must be notified to the Hotel as early as possible and in writing.

4.1 Best daily rate

Cancellation of your room reservation is possible up to 48 hours prior to arrival at no charge. In case of later cancellation or early departure we will charge the agreed room rate for the first or following night of the originally planned stay.

4.2 Fixed booking rate – cannot be cancelled

This instalment is not cancelable and non-refundable and must be paid in full at the time of booking. Guarantees for a room reservation: Credit card (Visa, American Express, Mastercard)

5. Terms of payment

5.1 Best daily rate

Payment on arrival or departure in cash or by credit card

5.2 Fixed booking rate

Payment in advance by credit card

5.3 Invoices

If payment by invoice has been agreed, these are due within 30 days of the invoice date without deduction.

The invoiced services shall be deemed to have been provided completely and properly if the Organiser does not raise any objections within the payment period. The Barabas 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 requested.

If the Organiser is in default with the payment of the deposit, the Hotel is entitled to withdraw from the contract in accordance with clause 8.1 of these Terms and Conditions. The down payment shall be offset against the costs in the cases set out in Clauses 3-5 of these Terms and Conditions.

In case of default, Barabas reserves the right to charge the costs of reminders, address investigations and credit checks, including the fees of a lawyer. The organiser declares his agreement with the calculation of these costs, even if they are not or only partially refundable according to legal regulations.

6. Resignation by Knast AG, Horw

The Hotel shall be entitled to withdraw from the contract for good cause at any time. Important reasons are in particular official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances for which the Hotel is not responsible or over which it has no influence. In such cases the Hotel shall assist in organising suitable replacement capacity. Barabas may also withdraw from the contract under the following conditions

- a) There are reasonable grounds to believe that the event or its participants endanger the smooth running of the business, safety or reputation of the Hotel or its guests.
- b) The Hotel discovers that events have been booked under misleading or false statements of material facts or for a purpose other than that for which they were notified.
- c) Third parties who have been involved by the Hotel in the organisation of the event at the instigation of the Organiser are prevented from providing services in whole or in part. The Hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying such withdrawal and shall inform the Organiser without delay.

The Organiser shall not be entitled to claim damages against Barabas in any of the cases mentioned above.

7. Liability

7.1 Hotel services

The organiser is liable for the entire invoice amount, including the services obtained from his employees, auxiliary persons and event participants. Exceptions must be agreed in writing.

7.2. Damage

The Organiser shall be liable for all damage and losses incurred by the Hotel through himself, his employees, auxiliary persons or event participants. Proof of fault is not required. The Hotel may require the Organiser to furnish proof of reasonable security (e.g. insurance, deposits, guarantees).

7.3 Theft

Barabas is not liable for theft or damage to items brought in by the organiser, his staff, auxiliary persons or event participants. This also applies to vehicles parked in the hotel car parks.

7.4 Equipment

Insofar as the Hotel provides technical or other facilities for the Organiser or procures them from third parties, it shall act in the name and on behalf of the Organiser. The Organiser shall be liable for the careful handling and return of such equipment and shall indemnify the Hotel against all claims of third parties arising from the provision of such equipment.

7.5

Otherwise the Hotel shall only be liable for intent and gross negligence.

8. Final provisions

Amendments or supplements to the contract, additional agreements or these terms and conditions must be made in writing. This also applies to the waiver of the written form requirement. Unilateral changes by the organiser are invalid.

8.1

Place of performance and payment is the registered office of the respective Hotel.

8.2 Place of jurisdiction

The parties agree on Lucerne, Switzerland as the exclusive place of jurisdiction for differences concerning the contractual relationship or its initiation, additional agreements or these general terms and conditions. Swiss law is applicable.

8.3 Media

Advertisements in the media containing references to the event booked at Barabas require the prior written consent of the Hotel.

8.4 Addendum

Should individual provisions of these General Terms and Conditions be ineffective or void, the effectiveness of the remaining provisions shall not be affected. These will be replaced by a permissible provision that corresponds as closely as possible to the meaning and purpose of the invalid provision.