

# GENERAL TERMS AND CONDITIONS

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

## 1. General provisions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of rooms, as well as to all other related services of the Barabas Hotel Luzern. All offers of the Barabas Hotel Luzern are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an expressly written agreement between the parties.

## 2. Reservations

### 2.1 Confirmation and conclusion of contract

A contract is concluded between the customer and the Barabas Hotel Luzern if

- a) an offer of the hotel has been reconfirmed in written form by the customer or
- b) an enquiry from the customer has been confirmed in written form by the hotel, or
- c) a booking has been made directly at the Barabas Hotel Luzern by telephone, e-mail, via the hotel's own homepage or another booking platform.

### 2.2 Modification of bookings

Changes to the content of the contract are only binding once they have been confirmed in written form by the hotel or the corresponding booking platform.

## 3. Bookings via tour operators

For bookings made through a tour operator, the GTC of the respective tour operator apply.

## 4. Cancellation conditions

### 4.1 Individual reservations

#### 4.1.1. Best daily rate

A cancellation of the room reservation is possible up to 24 hours before arrival without any costs. In case of later cancellation or early departure, the agreed room rate will be charged for the first or following night of the originally planned stay.

#### 4.1.2 Non-refundable rate

This rate is not cancellable and not refundable and must be paid completely at the time of booking. The following credit cards are valid as a guarantee for a room reservation: Visa, American Express, Mastercard.

### 4.2 Group reservations

Group reservations are possible for a minimum booking of 5 rooms or a minimum number of 20 persons. In the case of a group reservation, up to 2 rooms can be cancelled free of charge 2 days before arrival. Otherwise, the following cancellation conditions apply:

Cancellation up to 30 days before arrival	Free cancellation
Cancellation 15 to 29 days before arrival	25 % of the confirmed total amount
Cancellation 7 to 14 days before arrival	50 % of the confirmed total amount
Cancellation less than 7 days before arrival	75 % of the confirmed total amount

Further cancellations or shortening of the stay will be charged at 100 %.

## 5. Unavailability

Should it not be possible for the Barabas Hotel Luzern to provide the customer with a room of the same value as reserved for unexpected reasons, the customer will be accommodated in a room of the next higher category. If no room is available at the Barabas Hotel Luzern, the Barabas Hotel Luzern will arrange for a substitute room of at least equal value at another hotel.

## 6. Costs in case of no-show

Reservations are normally considered definite when confirmed by Barabas Hotel Luzern. In case of a no-show, the customer will be charged 100 % of the first night's stay.

## 7. Payment conditions

### 7.1 Best daily rate

Payment on arrival in cash or by credit card.

### 7.2 Non-refundable rate

Payment in advance by credit card.

### 7.3 Deposit group reservations

The basis for calculating the deposit for the stay is the calculated total amount of a booking as contractually agreed in advance. Unless otherwise agreed, a deposit of 50 % is due to guarantee the booking. The remaining 50 % will be paid on arrival. Customers living abroad are required to pay a deposit of 100 %.

The deposit will be deducted from the total amount in the cases of clauses 4 and 5 of these GTC.

If the customer is in arrears with the payment of the deposit, the hotel is entitled to withdraw from the contract in accordance with clause 9 of these terms and conditions.

### 7.4 Invoices

If payment by invoice has been agreed, this is due within 30 days of the invoice date without deduction. The services invoiced shall be deemed to have been provided in full and in accordance with the regulations if the customer does not report any complaints within the payment period.

The Barabas Hotel Luzern 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 may be claimed. Invoices cannot be sent abroad.

### 7.5 Payment

Payment of the hotel bill is generally the responsibility of the customer. If the costs of the stay are covered by a company, a written confirmation with the billing address of the company registered in the trade register including contact person or a company credit card is required for debiting. A detailed statement must be made as to which costs will be covered by the company.

In the event of a customer leaving without paying the invoice, the person or company who made the booking is jointly and severally liable for the entire amount of the invoice. This liability also extends to additional services purchased by the client(s). No invoices can be sent abroad.

### 7.6 Late payment of down payment and final payment

In the event of default, the Barabas Hotel Luzern reserves the right to charge the costs for reminders, address investigations and credit checks, including the fees of a lawyer.

The booker declares his consent to the charging of these costs, also insofar as these are not or only partially refundable according to legal provisions.

## 8. Return services of the Barabas Hotel Luzern

### 8.1. General information

The Barabas Hotel Luzern undertakes to provide the agreed premises for the holding of seminars, conferences, banquets and other events and their management and organization and the associated agreed supplies and services.

### 8.2 Further services

If the customer wishes services that are not offered by the Barabas Hotel Luzern, the Barabas Hotel Luzern acts as an agent for the corresponding services. These services are not subject to these GTC. The Barabas Hotel Luzern accepts no liability.

## 9. Withdrawal by Barabas Hotel Luzern

The hotel is entitled to withdraw from the contract at any time for important reasons. Important reasons are official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances beyond the hotel's control or influence. In these cases, the hotel will assist in organizing suitable replacement capacity.

The Barabas Hotel Luzern may also withdraw from the contract under the following conditions:

- a) There is reasonable cause to believe that the bookers are jeopardizing the smooth running of the business, the safety or the reputation of the hotel or its guests.
- b) The hotel discovers that reservations have been booked under misleading or false statements of material facts or for a purpose other than that communicated.
- c) Third parties who have been involved in the organization of the event by the hotel at the instigation of the organizer are completely or partially prevented from providing the service. The hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying this and shall inform the customer without delay. The customer may not assert claims for damages against the Barabas Hotel Luzern in any of the cases.

**10. Liability / Duty of care / Conduct**

The hotel room is to be used by the client with the utmost care. The customer or the company must pay for any damage to property. The Barabas Hotel Luzern declines all liability for theft, etc. and in relation to services provided by third parties.

**10.1 Theft**

The Barabas Hotel Luzern is not liable for theft or damage to items brought in by the customer, his employees, auxiliary people, or event participants.

**10.2 Facility**

Insofar as the hotel provides technical or other equipment for the customer or procures such equipment from third parties, it shall act in the name and for the account of the customer. The customer shall be liable for the careful handling and return of the equipment and shall indemnify the hotel against all claims of third parties arising from the provision of the equipment.

**10.3 Further**

Apart from that, the Barabas Hotel Luzern is only liable for intent and gross negligence.

**11. Further provisions & booking conditions**

Further terms and booking conditions may apply. The customer will receive additional details with the booking confirmation and/or via direct contact with the Barabas Hotel Luzern.

**12. Place of jurisdiction**

For all agreements concluded with the Barabas Hotel Luzern under these GTC, Swiss law is exclusively applicable. The place of jurisdiction is Luzern, the registered office of Knast AG (operating company of the Barabas Hotel Luzern).

**13. Addition**

Should any provisions of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. These shall be replaced by a permissible provision which corresponds as far as possible to the sense and purpose of the invalid provision.