

## GENERAL TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and Schlüssel Beckenried AG, Oberdorfstrasse 26, 6375 Beckenried; below called Boutique-Hotel Schlüssel.

### 1. Scope of application

These terms and conditions apply to all services provided by Boutique-Hotel Schlüssel. The terms and conditions of Boutique-Hotel Schlüssel 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 Boutique-Hotel Schlüssel if

- an offer of the Hotel has been confirmed in writing by the organiser or
- a request by the Customer has been confirmed in writing by the Hotel
- 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 Boutique-Hotel Schlüssel 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, Boutique-Hotel Schlüssel 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

Boutique-Hotel Schlüssel 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 7 days 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 250 per person may be charged.

### 4. Cancellation conditions

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

#### 4.1 Room reservation - 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 Room reservation - 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).

#### 4.3 Reservation Event & Seminar

Cancellation of a reservation must be made in writing (by letter or e-mail). The hotel is entitled to charge for all or part of the booked services. Unless otherwise agreed, the following conditions apply:

Cancellations of events & seminars are  
**free** of charge up to 40 days before the event  
39 to 15 days before the event **50%** of the contractually agreed services  
14 to 7 days prior to the event **80%** of the contractually agreed services  
6 to 0 days before the event **100%** of the contractually agreed fee

If a reservation is first adjusted in the number of participants and then

completely cancelled, the originally contractually agreed number of persons shall be used as the basis for calculating the cancellation fee.

## **5. Terms of payment**

### **5.1 Best daily rate**

Payment on arrival 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 Boutique-Hotel Schlüssel 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, Boutique-Hotel Schlüssel 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 Boutique-Hotel Schlüssel**

the Hotel shall be entitled to withdraw from the contract for good cause at any time. Important reasons are 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. Boutique-Hotel Schlüssel 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 Boutique-Hotel Schlüssel 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**

Boutique-Hotel Schlüssel 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 Boutique-Hotel Schlüssel 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