

Hotel  
Restaurants  
Bar  
Bankett  
Seminar  
Mineralbad & Spa



### Validity/conclusion of contract

#### **Banquet/seminar**

The contract is entered into upon receipt of the booking confirmation signed by the guest. If additional guests are registered when making a reservation, the guest who makes the reservation shall bear the liability for the entire invoice amount resulting from the reservation.

#### **Hotel reservation**

The contract is entered into when confirmation of the reservation is provided in writing by Hotel Rigi Kaltbad. If additional guests are registered when making a reservation, the guest who makes the reservation shall bear the liability for the entire invoice amount resulting from the reservation.

### Services

#### **Banquet/seminar/hotel reservation**

The specific services provided by the hotel shall be based on the booking confirmation. If the guest requests services that cannot be provided by the hotel itself, the hotel shall act solely as an intermediary. These services shall be charged separately.

### Room occupation and cancellation

#### **Hotel reservation**

Any reserved hotel rooms shall only be available to guests for the period agreed in the contract. Any other period of use shall require permission from the hotel. Reserved rooms shall be available to guests for their exclusive use for the agreed period from 3 pm on the day of arrival through to 11 am on the day of departure. Unless a later time of arrival has been explicitly agreed or a guarantee of payment has been provided by the customer, Hotel Rigi Kaltbad shall have the right to provide the room they have reserved to another guest if the customer fails to arrive by 6 pm. In such cases, the guest will not be able to derive any claim for compensation. The guest shall not be entitled to a specific room, unless otherwise agreed.

#### *Guaranteed rooms:*

If specifically requested, we can keep a reserved room free for a guest up until 12 noon on the day following the day of arrival. In order to guarantee the room, we require a credit card number. In the event of a no-show, we will charge the price of an overnight stay plus fees to the credit card provided.

### Cancellation conditions

If the customer withdraws from the contract, the following cancellation fees will be charged:

#### **Banquet**

- 10% of the cost of the confirmed services: After the offer has been signed.
- 25% of the cost of the confirmed services: Up to 30 days before arrival.
- 50% of the cost of the confirmed services: Up to 15 days before arrival.
- 75% of the cost of the confirmed services: Up to 7 days before arrival.
- 100% of the cost of the confirmed services: Up to 2 days before arrival.

If services for banquet events have not yet been defined, a basic sum of CHF 60.00 per person shall be assumed.

The appropriate fees shall be calculated based on when written confirmation of cancellation is received by the hotel. If an event is postponed, subsequent cancellation will not be possible. In the event of a no-show, the fees agreed in the contract will be charged.

#### **Seminar**

- 10% of the cost of the confirmed services: After the offer has been signed.
- 25% of the cost of the confirmed services: Up to 30 days before arrival.
- 50% of the cost of the confirmed services: Up to 15 days before arrival.
- 75% of the cost of the confirmed services: Up to 7 days before arrival.
- 100% of the cost of the confirmed services: Up to 2 days before arrival.

The appropriate fees shall be calculated based on when written confirmation of cancellation is received by the hotel. If an event is postponed, subsequent cancellation will not be possible. In the event of a no-show, the fees agreed in the contract will be charged.

#### **Hotel reservation**

- Reservations can be cancelled free of charge up to 3 days before arrival. In case of a booking of 5 rooms the cancellation deadline is 7 days before arrival. In the event of a late cancellation or no-show, the price of all services booked (price of overnight stay + taxes) will be charged.

The appropriate fees shall be calculated based on when written confirmation of cancellation is received by the hotel.

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### **Prices and payment obligation**

#### **Banquet/seminar/hotel reservation**

Prices shall be derived from the confirmation and the price list. Hotel Rigi Kaltbad shall have the right to demand full or partial payment as part of the reservation. The deposit will be deducted from the hotel price or cancellation costs owed. The hotel can also demand a credit card guarantee in place of a deposit.

The deposit shall be paid within 10 days or within the agreed payment period after receipt of the confirmation. If the deposit is not paid by the end of the specified period or within a grace period of three days following the end of the specified period, Hotel Rigi Kaltbad can terminate the contract and charge the cancellation costs.

The guest shall undertake to pay all invoices from Hotel Rigi Kaltbad before departure or within 14 days following the invoice date, without deduction. If our invoices are not paid after 30 days, default interest will be charged at 5%.

Hotel Rigi Kaltbad accepts payment in Swiss francs or euros, or with accepted credit cards (Mastercard, Visa, American Express, Maestro/ EC). For amounts of CHF 2000.-- or higher, we charge a commission rate of 2.3% (Amexco) or 1.5% (other credit cards).

We expressly reserve the right to change our prices.

### **Period of use**

#### **Banquet/seminar**

Any reserved function rooms are only available to guests for the period agreed in the contract. Any other period of use requires permission from Hotel Rigi Kaltbad.

### **Number of participants**

#### **Banquet/seminar**

The customer placing the order shall undertake to inform Hotel Rigi Kaltbad of the final number of participants no later than 14 days before the event.

### **Extra services**

#### **Banquet**

The prices quoted by Hotel Rigi Kaltbad for extra services and hiring infrastructure shall apply in accordance with the confirmation. The event organiser shall undertake to ensure that all food and drink consumed in the hotel or on hotel grounds are purchased from Hotel Rigi Kaltbad.

#### **Seminar**

The prices quoted by Hotel Rigi Kaltbad for extra services and hiring infrastructure can be found in the seminar documentation. The seminar organiser shall undertake to ensure that all food and drink consumed in the hotel or on hotel grounds are purchased from the hotel.

### **Liability of the hotel**

#### **Banquet/seminar/hotel reservation**

Hotel Rigi Kaltbad shall accept liability for all items brought onto the premises by guests in accordance with legal requirements. We do not accept liability for minor negligence. If any guest suffers an injury or is not satisfied with the services provided by the hotel, they must inform the hotel immediately. No rights can be asserted if they fail to do so. All claims against the hotel shall expire within 6 months after the end of the contract, except where mandatory legal requirements provide for longer time limits.

### **Liability of guests**

#### **Banquet/seminar/hotel reservation**

Customers shall be liable towards Hotel Rigi Kaltbad for any damage or loss caused by them or their guests or participants, with no requirement for Hotel Rigi Kaltbad to prove any negligence on the part of the customer.

### **Lost property**

#### **Banquet/seminar/hotel reservation**

Lost property will only be sent back to guests upon their request and at their own risk and expense. Otherwise, any lost property will be retained for safekeeping for three months, after which it will be disposed of.

### **Euros/foreign currencies**

#### **Banquet/seminar/hotel reservation**

Prices will be converted into euros at the average exchange rate.

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#### **Gift certificates**

##### **Ordering process and payment**

Gift certificates are purchased by customers from an online shop and must be downloaded directly once payment has been made. Gift certificates are printed out by customers themselves. Hotel Rigi Kaltbad shall not accept liability for incorrect use of the gift certificate form. Each gift certificate can only be redeemed once.

##### **Redemption**

Gift certificates can only be redeemed in Hotel Rigi Kaltbad and only for the services specified on the gift certificate.

##### **Payment in or exchange for cash**

Gift certificates cannot be returned or exchanged. Gift certificates cannot be converted into cash. If there is any difference between prices and the value of gift certificates, change in the form of cash will not be given.

##### **Validity of gift certificates with a set value**

Gift certificates with a set value are valid for 5 years from the date of issue.

##### **Validity of gift certificates for overnight stay**

Gift certificates for overnight stay are valid for 5 years from the date of issue. However, Hotel Rigi Kaltbad expressly reserves the right to charge the difference for any increases in room prices after one year from the date of issue.

##### **Loss**

Replacements cannot be provided for gift certificates that are lost, stolen or voided.

##### **Personal data**

Upon conclusion of a contractual relationship, personal data relating to our customers, such as their title, first and last name, address and contact information (particularly telephone number and e-mail address), will be determined and processed. Our customers hereby expressly agree to this.

##### **Place of jurisdiction**

All parties shall agree upon Lucerne (Switzerland) as the exclusive place of jurisdiction. Swiss law shall apply exclusively.

Rigi Kaltbad, 7<sup>th</sup> February 2018