

## GENERAL TERMS AND CONDITIONS (GTC)

### 1. SCOPE OF APPLICATION

These GTC apply to all the legal relations between the guest and Hotel Continental Luzern AG (hereinafter “hotel”).

## GENERAL

### 2. CONCLUSION OF CONTRACT

Upon acceptance of a booking made in writing, by telephone, electronically or in person (orally), a contract is concluded between the guest and the hotel. These General Terms and Conditions are part of this contract. Communications by e-mail are classed as having been made in writing.

### 3. PRICE INFORMATION

All prices are in Swiss francs (CHF) and include mandatory VAT unless stated otherwise. The prices listed are subject to changes.

### 4. TERMS OF PAYMENT

The hotel is entitled to request an appropriate deposit at any time. As long as no deposit is requested, the entire invoice amount is to be paid by the time of the customer’s departure at the latest by credit card (Master, VISA, American Express, Diners Club, JCB, debit card (EC/Maestro, Postcard), TWINT or in cash.

If payment by invoice is agreed, the entire net invoice amount is to be paid within 20 days. A dunning charge of CHF 20.00 shall be added to the invoice after a period of 4 weeks.

### 5. LIABILITY

The customer is liable to the hotel for all physical damage and loss or other damage caused by himself, his employees, his representatives or event participants or other third parties. The hotel shall not be held liable for theft of or physical damage to goods which are brought in by the customer, event participants or third parties.

The customer shall be quiet and behave in an orderly manner and undertakes to fully protect the hotel from all civil and public law claims made by the authorities or third parties (including event participants, guests or employees and contractual partners of the customer) against the hotel due to the customer’s event, or to pay for all relevant claims. The hotel is only liable for deliberate or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability is excluded, in particular in the event of slight or moderate negligence or for indirect damage, such as loss of profits.

### 6. WITHDRAWAL BY THE HOTEL

If all or part of the service to be rendered by the hotel under the contract becomes impossible or is significantly impeded due to force majeure or other circumstances beyond the hotel’s control, then the hotel can wholly or partially withdraw from the part of the contract that has not been fulfilled, without having to pay compensation. In addition, the hotel is entitled to withdraw from the contract without having to pay compensation if there are reasonable grounds to believe that the



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events could jeopardise the smooth running, security or image of the hotel in the public eye. The hotel expressly reserves the right to make claims for damages against the customer.

## **7. CANCELLATIONS**

The hotel reserves the right to define individual contractual conditions of cancellation. In addition, for all cancellations, services rendered in advance by the hotel and its partners must be paid in full in all cases.

## **8. APPLICABLE LAW AND JURISDICTION**

Swiss law applies exclusively to all contracts concluded with the hotel under these GTC. The Lucerne Cantonal Supreme Court is the place of jurisdiction.



## HOTEL ROOMS

### 9. DURATION OF USE/SCOPE OF SERVICES

Hotel rooms are available from 2 p.m. on the day of arrival and until 12 p.m. on the date of departure.

The scope of the contract is determined by the guest's individual and confirmed reservation. The guest has no entitlement to any specific room (subject to other contractual agreements).

### 10. CANCELLATIONS AND REBOOKING

#### 10.1. *Single reservations (up to 5 rooms)*

Cancellation up to 24 hours at the latest before arrival (previous evening 6 p.m. CET): no costs

Cancellation within 24 hours or less before arrival: 100% of the booking.

#### 10.2. *Non-refundable rate*

The offer requires full payment in advance with a credit card at the time of booking. There is NO entitlement to a refund in the event of a change or cancellation.

#### 10.3. *Package and individual room bookings from the existing contingent*

Cancellation up to 48 hours at the latest before arrival (previous evening 6 p.m. CET): no costs

Cancellation within 48 or less before arrival: 100% of the booking.

#### 10.4. *Group reservations, trade fairs and conferences*

The contractual agreements apply here, otherwise the conditions for cancellations are as follows:  
*(Time before arrival)*

up to 21 days;	free cancellation of entire reservation;
20 – 15 days:	50% of the reserved rooms can be cancelled free of charge. The other rooms are charged at 50% (room and breakfast) during the entire stay, unless they can be let again;
14 – 8 days:	30% of the reserved rooms can be cancelled free of charge. The other rooms are charged at 75% (room and breakfast) during the entire stay, unless they can be let again;
7 – 3 days:	20% of the reserved rooms can be cancelled free of charge. The other rooms are charged at 100% (room and breakfast) during the entire stay, unless they can be let again;
0 to 48 hours	all cancelled rooms are charged at 100% (room and breakfast) during the entire stay, unless they can be let again.

#### 10.5. *Reservations via online booking platforms*

In each case, the stated reservation and cancellation conditions apply here.



## SEMINARS/CONFERENCES/EVENTS

### 11. RESERVATION

The quote/reservation is binding and final for the organiser and the hotel with the signature of the organiser. Any handwritten changes by the organiser and adjustments by the hotel will only become binding for the hotel if they have been confirmed or reconfirmed in writing by the hotel and the customer.

### 12. ROOM HIRE AND TIMES

Room hire and duration of room use are set out in the confirmation and are binding. Outside of the confirmed times, the hotel alone is authorised to use the rooms.

### 13. ROOM USE AND EQUIPMENT

The rooms are prepared according to the written reservation with the organiser. The organiser shall use the rooms and all the equipment with the usual degree of care. The hotel shall provide masking tape so the organiser can hang posters, flipchart paper and similar items. The organiser shall be charged for damage to the walls and equipment caused by inappropriate use. The organiser shall be charged for the replacement price of missing equipment after the function ends.

### 14. DETAILS OF FUNCTION

The information in the fields marked yellow in the quote/confirmation (detailed programme, information about the set-up, aids, the menu and wine selection and all the necessary information for the smooth running of the function) must be provided by the organiser with binding effect up to 10 working or business days before the function.

### 15. CONFIRMATION OF NUMBER OF PEOPLE

You will be charged for the number of people you confirmed. This can be revised downwards within reason (10-15%) up to 5 working or business days before the event is to be held. Please be aware that if changes to the number of people exceed a reasonable number, the reserved services/orders will be charged as per cancellation under 16.2. The number of people as notified **48 hours** before the function applies for invoicing purposes. The organiser is responsible for notifying the hotel of any changes to the number of people.

### 16. CANCELLATIONS AND NO-SHOWS FOR RESERVED FUNCTIONS/EVENTS

All cancellations of functions are to be communicated to the hotel in writing by the organiser. The cancellation fees below shall be charged. The hotel shall confirm the cancellation upon receipt and invoice for compensation after the date of the cancelled function.



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## 16.1. *Regarding the rooms*

The contractual agreements apply here, otherwise the conditions for cancellations are as follows:  
(Time before arrival)

up to 12 weeks free of charge.

Subsequently, some of the rooms can be cancelled free of charge (see below) and the other rooms (room and breakfast) are charged for the entire stay, unless the rooms can be let again.

12 to 8 weeks 25% of the rooms can be cancelled free of charge, the other rooms are charged at 50%;

8 to 4 weeks 15% of the rooms can be cancelled free of charge, the other rooms are charged at 75%;

4 weeks to 2 days 5% of the rooms can be cancelled free of charge, the other rooms are charged at 100%;

0 to 48 hours all cancelled rooms and no-shows are charged 100% for the entire stay.

## 16.2. *Regarding functions with a daily flat rate*

The contractual agreements apply here, otherwise the conditions for cancellations are as follows:  
(Time before the function)

up to 12 weeks free of charge;

12 to 8 weeks compensation is 30% of the reserved services;

8 to 4 weeks compensation is 50% of the reserved services;

4 weeks to 2 days compensation is 90% of the reserved services;

0 to 48 hours compensation is 100% of the reserved services, including food and beverages (F&B).

## 16.3. *Regarding functions with room hire/banquets*

The contractual agreements apply here, otherwise the conditions for cancellations are as follows:  
(Time before the function)

up to 12 weeks free of charge;

from 12 to 8 weeks 50% of the room hire quoted;

from 8 to 4 weeks 75% of the room hire quoted;

4 weeks to 2 days depending on the size of the function, 90% of the quoted room hire and 60% of reserved services including food and beverages (F&B);

0 to 48 hours 100% of the reserved services, including food and beverages (F&B).

## 16.4. *Regarding functions in the restaurant*

The contractual agreements apply here, otherwise the conditions for cancellations are as follows:  
(Time before the function)

up to 10 days free of charge;

9 to 2 days 60% of the reserved services, including food and beverages (F&B);

0 to 48 hours 100% of the reserved services, including food and beverages (F&B).



## 17. INVOICE ADDRESS

Please check the invoice address/postal address and provide us with any important details such as references, cost centres or similar. In the event of the address being corrected after we have sent the paper invoice, we shall charge CHF 5 for administration and re-sending.

## 18. PAYMENT DATES

In accordance with the quote/confirmation. The hotel is entitled to request total or partial payment in advance for the binding/definitive function. For functions with a foreign invoice address/office, an advance invoice will request 100% of the amount.

## 19. AUTHORISED SIGNATURE

The organiser confirms that he acknowledges the content of the contract and consents to its unlimited validity by signing the quote/confirmation letter or by e-mail.

