

General terms and conditions

In the following GTC's, Hotel Alpenrose beim Ballenberg AG, with its registered office in Hofstetten bei Brienz, hereinafter referred to as (Alpenrose).

1. scope of application

These GTC apply to all legal relationships between Alpenrose and the guest.

2. conclusion of contract

With the receipt of the written, telephone, electronic or personal booking and the delivery of our confirmation, a contract is concluded between the guest and Alpenrose. The general terms and conditions are an integral part of this contract.

3. booking conditions

For all bookings, the guest must provide their contact information (first name, last name, address, email address, telephone number, and identity card or passport number). These data are stored by Alpenrose and service providers for online bookings.

4. price changes

Alpenrose may change the advertised prices in the following cases:

- newly introduced or increased government levies (e.g. value added tax, visitor's tax, etc.)
- Exchange rate adjustments (converted according to the current daily exchange rate)
- Misprint

5. cancellations and rebookings

5.1 General conditions

Cancellations or rebookings are only valid if they are made in writing or by telephone to Alpenrose.

The following costs apply:

Cancellation is free of charge up to 3 days before arrival. For a cancellation up to 3 days before arrival you pay 50% of the total price. For no-shows, you will pay an amount equal to the total price.

Non-refundable bookings (e.g. special promotions) will not be refunded.

5.2 Cancellation date

The date of receipt of the written or telephone declaration by the hotel is decisive for the calculation of the cancellation date.

5.3 Cancellation in the event of force majeure

In the event of force majeure such as political unrest, strikes, catastrophes etc., Alpenrose may also cancel at short notice for safety reasons. In such cases, the guest will be refunded any amount paid in the form of a voucher.

5.4 Malfunctions and operational restrictions

Disruptions such as noise and/or operational restrictions do not entitle to any compensation or refund.

6. liability for damages and liability

Alpenrose is liable for damages only in cases of intent or gross negligence. Liability for the guest's personal belongings is excluded to the extent permitted by law.

Claims must be made in writing to Alpenrose immediately, at the latest 5 days after departure; otherwise the claims are deemed forfeited.

7. use of the hotel rooms

The hotel room must be used and treated with the utmost care by the guest. It may only be used or occupied by the number of persons (including children) specified in the contract. The guest is not permitted to leave hotel rooms to third parties for their use.

The guest is liable for any damage, unless he can prove that it was caused through no fault of his own (or that of other users). Damage must be reported immediately.

8. data protection

Alpenrose undertakes to comply with data protection legislation in the handling and processing of all customer data. Customer data will only be used to maximise operational security or in the interests of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

The guest agrees within the framework of these GTC that Alpenrose is entitled, in cases of joint provision of services in cooperation with third parties, to make customer data accessible to the third parties concerned to the extent that this is necessary in the interest of providing the services. Otherwise, the disclosure of customer data to third parties is only permitted with the express consent of the customer. An exception applies only if Alpenrose is legally obliged to disclose personal data to third parties.

9 Applicable law and place of jurisdiction

Swiss law is exclusively applicable to all contracts concluded with Alpenrose under these GTC. The place of jurisdiction for any disputes arising from such contracts is the registered office of the company.