

# 1. General Terms and Conditions

These General Terms and Conditions govern the legal relationship between guests and Hotel Alpenrose beim Ballenberg AG (hereinafter referred to as Alpenrose).

## 2. Scope of application

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

## 3. Conclusion of contract

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

## 4. Services

The specific services provided by the hotel are based on the reservation confirmation. If the guest requests services that are not provided by the hotel itself, the hotel merely acts as an intermediary. These services will be invoiced separately.

## 5. Booking conditions

For all bookings, guests must provide their contact details (first name, surname, address, email address, telephone number and ID card or passport number). This data is stored by Alpenrose and service providers for online bookings.

## 6. Prices and payment obligation

The costs are based on the confirmation or the price list. We require your credit card details to secure each reservation.

Your credit card serves as a guarantee for your booking. If the credit card details are incorrect, the reservation will not be honoured despite automatic confirmation.

The hotel reserves the right to charge an appropriate deposit for long-term reservations and/or in times of high occupancy and during public holidays.

card. This deposit will be offset against the costs incurred on your arrival.

If the guest does not have a credit card, a deposit can be paid as an alternative. This will then be offset against the total amount to be paid.

The final invoice or total bill is to be paid when leaving the hotel either in cash in Swiss francs / euros or can be paid with a debit/credit card accepted by the hotel.

## **7. Price changes**

Alpenrose may change the advertised prices in the following cases:

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

## **8. Cancellations / rebookings or no-shows**

### **1. General conditions**

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

If the customer cancels the agreement, cancellation fees will apply: Changes or cancellations made up to 7 days before the planned arrival date (up to 21 days during the Christmas/New Year period) are free of charge.

For cancellations up to 6 days before arrival you pay 50% of the total price.

For bookings without a free cancellation option, 100% of the total price will be charged.

In the event of late cancellations, changes, no-shows or early departures, the total amount will be charged. The calculation is based on the time of receipt of the cancellation at the hotel.

## **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.

## **3. Cancellation in case of force majeure**

In the event of force majeure such as political unrest, strikes, disasters, 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.

## **4. Disruptions and operating restrictions**

Disruptions such as noise and/or operating restrictions do not entitle the customer to any compensation or reimbursement.

## **9. Use of the hotel rooms**

The rooms are available from 3 pm on the day of arrival. On the day of departure, the rooms should be vacated by 11 am at the latest. We kindly ask our guests to settle the bill the day before.

The guest is not entitled to a specific room, unless otherwise agreed.

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 allow third parties to use hotel rooms.

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

## **10. Liability for damages and liability**

Alpenrose is only liable for damages 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 shall be deemed forfeited.

## **11. Data protection**

Alpenrose undertakes to comply with data protection legislation when handling and processing all customer data. The guest agrees within the framework of these GTC that Alpenrose may use the data to maximise operational safety or in the interests of sales promotion, product design, crime prevention, collection of key economic data and statistics and invoicing.

## **12. Applicable law and place of jurisdiction**

Swiss law shall apply exclusively 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.

Hofstetten, 09.08.2024

Hotel Alpenrose beim Ballenberg AG  
Dorfstrasse 60  
3858 Hofstetten near Brienz