

# GENERAL TERMS AND CONDITIONS (GTC)

**Emma's Hotel - Bed & Breakfast, Bahnhofstrasse 34, 6078 Lungern, Switzerland**

## 1. scope of application

These General Terms and Conditions apply to all reservations and guest accommodation contracts concluded between Emma's Hotel - Bed & Breakfast GmbH (Emma's Hotel) and third parties (guests) and to all other services and deliveries provided by Emma's Hotel. The guest is advised that reservation numbers which the guest receives from third parties (e.g. Internet portals) are not identical with the reservation or booking number of Emma's Hotel. Emma's Hotel is entitled to refuse to conclude an accommodation contract with a guest at its own discretion.

## 2. reservations / resale

Reservations can only be made electronically via the online channels of Emma's Hotel or via third parties/brokers (e.g. online booking portals). Reservations made by telephone, e-mail or other non-automated means require the prior consent of Emma's Hotel and may entail higher costs. The reservation of a hotel room constitutes an accommodation contract. This is binding for both parties. The GTC are an integral part of the contract. There is no entitlement to a specific room. Emma's Hotel reserves the right to rent the reserved rooms to other parties if the reservation is cancelled. The guest receives a binding booking or reservation number from Emma's Hotel, not necessarily a separate written reservation confirmation. The resale and/or letting of booked rooms is prohibited. The assignment or sale of the claim against Emma's Hotel is also not permitted. In such cases, Emma's Hotel is entitled to cancel the booking. Any use of the hotel room for any purpose other than that of accommodation is expressly prohibited. Reservations for more than 9 rooms are subject to the Emma's Hotel group regulations. For such bookings, a separate accommodation contract to be confirmed by Emma's Hotel must be concluded, which includes special conditions for regulating the cancellation as well as the terms of payment. Emma's Hotel reserves the right not to accept or cancel group reservations for which no such accommodation contract has been concluded.

## 3. advance payments, cancellation and rebooking

To make a reservation, a credit card valid for at least 3 months must be provided by the guest or an alternative payment method offered on Emma's Hotel's electronic sales channels at the time of booking. Emma's Hotel has the right to verify the validity of this information immediately and to pre-authorise the credit card or alternative payment method indicated. The payment and cancellation conditions communicated at the end of the sale apply and vary according to the tariff.

The reservation of a non-negotiable rate, which is identified as such in the description or conditions, cannot be cancelled or rebooked free of charge.

In the event of cancellation or no-show of the Guest, the total amount of the stay will be retained. On the day of arrival at the latest, the credit card will be charged with the full amount of the overnight stay plus any ancillary services booked. If it is not possible to charge the credit card, Emma's Hotel reserves the right to cancel the reservation. This will void the guest's right to

use the room. If the guest does not show up (No Show), the full amount of the stay will be retained in any case and the guest's further right to use the room will expire. Emma's Hotel reserves the right to cancel a reservation at any time. Any resulting claims for damages shall be limited to the total price of the booked stay.

### **3. events**

For events where food and drinks are served, the actual number of participants may not be more than 20% below the number stated in the event contract, irrespective of the time of reduction. Otherwise the difference to the maximum reduction will be charged. The organiser is obliged to inform Emma's Hotel of the final number of participants no later than 5 working days before the start of the event. If the number of participants is increased, the actual number of participants will be taken as the basis for invoicing. Reductions in the actual number of participants compared with the number reported as final shall not be taken into account in billing.

### **4. registration form and disclosure of personal data**

The guest is obliged, within the framework of the statutory provisions, to truthfully disclose his/her personal data and additional information relevant to the registration form in advance via the electronic online registration data portals of Emma's Hotel.

### **5. taxes, fees and levies**

The applicable prices are gross total prices and include all statutory taxes, fees and levies with the exception of visitor's tax, which is shown separately. Emma's Hotel reserves the right to adjust the prices accordingly in the event of changes in tax, fee and duty rates or the levying of new taxes, fees and charges unknown to the parties. Accommodation prices are shown per room per night per person.

### **6. cash and cash equivalents**

Valid means of payment for hotel accommodation are Mastercard and Visa as well as the alternative payment methods indicated on the Emma's Hotel website. On the day of departure, the guest will automatically receive the final invoice for the accommodation by e-mail.

### **7. possible use of reserved rooms / Children / arrival & departure**

Reserved rooms are available from 14.00 on the day of arrival and until 11.00 on the day of departure, unless otherwise agreed at the time of reservation. On the day of departure, the guest must vacate his/her hotel room by 11.00 a.m. at the latest and return it undamaged to Emma's Hotel. If the guest does not return his hotel room to Emma's Hotel by 11.00 a.m. on the day of departure in breach of the contract, he shall owe Emma's Hotel a lump-sum compensation amounting to 100 % of the overnight price for one night for the hotel room. In addition, Emma's Hotel reserves the right to have the room vacated by its staff and to keep all items brought in by the guest at the hotel in the event of late or non-existent evacuation of the room by the guest.

Emma's Hotel does not assume any further liability for the objects stored in this way that exceeds the liability conditions formulated in these terms and conditions. Guests who would like

to arrive earlier or check out in the evening are obliged to reserve this additional service in advance at the time of booking or to discuss it with a receptionist during their stay.

For safety reasons, all room categories have a maximum occupancy of persons corresponding to the room size. For the double rooms & double rooms with balcony this is 2 persons and this number must not be exceeded. Babies/toddlers from 0-3.99 years old are allowed in this room on request without additional charge. They sleep in the parents bed. ( Baby cribs & extra beds are not possible in these two room categories )

Children from 4yrs to 14yrs are chargeable and must be properly registered. Children from 4y to 14y are not allowed as 3rd person in the category double room / double room with balcony. In this case, a family room or family room with balcony or an apartment can be booked, which have extra beds accordingly.

All children, regardless of age, must be registered at the time of booking, indicating the age group.

### **8. possible uses of public areas**

With the reservation of a room, the guest can use the designated public areas, such as bar, breakfast room, outdoor seating, terrace, etc. free of charge while these are open. Emma's Hotel reserves the right to close the public areas at short notice without prior notice. In the event of non-availability of a public area, the guest shall not be entitled to partial or full reimbursement of his/her payment for the overnight accommodation service. The public areas are not part of the concluded accommodation contract for the booked hotel room.

### **9. Liability of Emma's Hotel**

Emma's Hotel is liable for damages for which it is responsible resulting from injury to life, limb or health. Furthermore, Emma's Hotel shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by Emma's Hotel as well as for damages resulting from an intentional or negligent breach of typical contractual obligations. Further claims for damages are excluded, unless otherwise stipulated in these General Terms and Conditions. The liability of Emma's Hotel for slight negligence is excluded. Should disruptions or defects occur in Emma's Hotel's services, the guest is obliged to inform Emma's Hotel immediately. If Emma's Hotel fails to assert its claims in due time by the departure date at the latest, all claims shall be forfeited. Emma's Hotel declines all liability for theft and damage of materials and equipment.

### **10. liability of the guest**

The guest must treat the hotel room gently and with care. Children under the age of 14 must be supervised by an adult guest at all times during their stay in the hotel. The guest is liable for damages and consequential damages caused by him. This includes, even in the case of slight negligence, all dirt exceeding the usual extent, all damage and the cost of a fire alarm. The guest is obliged to comply with the safety regulations.

### **11. food and drinks brought along**

The consumption of food and beverages brought along is prohibited in public areas. Breakfast can only be taken in the designated rooms of the public area. It is forbidden to prepare food in

the rooms. Any use of kettles, mini ovens, toasters, immersion heaters, irons and other appliances is strictly prohibited.

### **12. fire protection & smoking in the hotel**

The Emma's Hotel is a complete non-smoking establishment. It is therefore forbidden to smoke in the public areas as well as in the guest rooms. In the event of a violation, Emma's Hotel has the right to claim damages from the guest, including loss of earnings. Smoking is permitted in the predefined outdoor areas. Fire protection regulations must be observed in all Emma's Hotel premises. The stove tops in the apartments must be handled with care and in accordance with fire protection regulations. The wilful operation of the manual switch or the improper handling of the fire alarm system will be punished with a penalty fee of at least CHF 200 and any higher technician costs.

### **13. pets**

Pets are welcome ( only on reservation with corresponding additional booking ) We take the liberty to charge a fee here. For reasons of hygiene and consideration for other guests, it is not permitted to bring the animal into the entire breakfast room. The owner is liable for any damage and dirt to the walls and infrastructure.

### **14. domiciliary rights**

Emma's Hotel reserves the right to expel guests from the hotel. This applies in particular if you do not follow the instructions of the staff, discriminate, harass or endanger other guests. The 24-hour hotline is to be operated exclusively for emergencies. Contraventions will be charged with a corresponding fee. For the safety of all persons in the building, all public areas are under video surveillance.

### **16. parking**

For our guests there are parking spaces available opposite the railway station (entrance 2nd floor), as well as a few parking spaces in the garage. Please note that Emma's Hotel cannot be held responsible for parking damage or theft of objects from the vehicle.

### **17. final decisions**

In the event of contradictions between the Accommodation Agreement and these GTC, the provisions of the Accommodation Agreement shall prevail. The Accommodation Agreement and these GTC shall contain all agreements of the parties regarding the subject matter of the Agreement. Oral ancillary agreements to the Accommodation Agreement do not exist. Amendments or supplements must be made in writing. Emma's Hotel is entitled to transfer all rights or claims arising from the accommodation contract to third parties. Any invalidity of one or more of the above provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic and legal intention of the parties.

Swiss law (OR) shall apply exclusively with the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Obwalden (CH).

Lungern, July 2019