



# Hotel Central Luzern General Terms and Conditions

## 1. General

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer, hereafter “Customer”, and the Hotel CENTRAL LUZERN TOURISTIK AG as operator of the Hotel CENTRAL LUZERN, hereafter “Hotel”. For simplicity’s sake, these GTC will make use of the term “Contract”, regardless of the type of service.

Only the terms of conditions of the Hotel valid at the time of Contract establishment shall apply. General terms and conditions of the Customer shall not apply.

## 2. Contract establishment

The details of the services requested by the Customer and offered by the Hotel are governed by the Contract between the Customer and the Hotel (“Contract”). The Contract is established through the booking of one or more Hotel rooms/apartments and any other services.

All reservations are confirmed through delivery of an automated reservation confirmation email. The confirmation contains the exact details of the booking, cancellation terms and a reservation number. Shortly before arrival, the Customer will receive a welcome email with check-in information.

Bookings are only considered final if valid credit card information is provided. If the credit card information provided by the Customer is false or invalid, the reservation will not be honoured even if an automated reservation confirmation email was sent. Transmitted credit card information is encrypted and fully PCI-compliant. At no time is the Hotel made aware of the credit card information. The Hotel reserves the right to validate credit cards at any time prior to arrival.

## 3. Prices, prepayment, payment deadlines, invoicing, payment methods

The Customer agrees to pay for the Contractually promised services and other services used at the agreed prices of the Hotel. If no special pricing is agreed explicitly in writing, the Hotel’s prices in effect the time the services are provided shall apply.

Prices include the statutory value added tax. In the event of a tax increase, prices will be adjusted accordingly. The applicable resort tax is added to the Customer’s bill separately.



### **3.1. Payment**

Payment for the entire stay is generally made upon arrival via our reservation system, Mews. The Hotel only accepts payment via credit card and only in Swiss francs (CHF).

Payment can only be processed via our reservation system. The following credit cards are accepted:

- Visa
- Mastercard
- Diners Club
- American Express
- JCB

Customers who wish to pay in cash must inform the Hotel in writing at least one day prior to arrival.

### **4. Withdrawal or cancellation by the Customer; late arrival; early departure**

Withdrawal from the Contract or cancellation by the Customer is generally permitted in accordance with the Terms and Conditions. If the reservation is cancelled in writing or the services are relinquished in accordance with the Terms and Conditions, the cancellation will be free of charge for the Customer. If the reservation is not cancelled by the deadline, the Customer will be billed for the entire stay in full.

This also applies to no-shows.

If a guest is unable to arrive on time, such as due to delayed or cancelled flights, no partial refunds for missed Hotel nights will be issued.

If the Customer departs early, no partial refunds for unused Hotel nights will be issued. No partial refunds will be issued even if the Hotel is able to resell the room. The specific booking terms are listed in the booking confirmation.

Changes in the dates or duration of the stay may result in a rate change and are subject to availability.

#### **Hotel room cancellation policy:**

Reservations may be cancelled free of charge no later than 12:00 p.m. local time 3 days prior to arrival.

If the reservation is cancelled 0 to 3 days (after 12:00 p.m.) prior to arrival, or in the case of a no-show, 100% of the total charges will be due.



### **Apartment cancellation policy:**

Reservations may be cancelled free of charge no later than 12:00 p.m. local time 14 days prior to arrival.

If the reservation is cancelled 0 to 14 days (after 12:00 p.m.) prior to arrival, or in the case of a no-show, 100% of the total charges will be due.

## **5. Withdrawal by the Hotel; postponement of times**

In extraordinary situations, the Hotel reserves the right to cancel or postpone the start and times of the reservation for justifiable cause. Such cause includes, but is not limited to, situations where: the Hotel has reason to believe that the Customer is behaving in a morally offensive manner; the Customer uses the premises for purposes other than those allowed under the Contract; the Customer jeopardizes the smooth operation of the business; or the Customer commits criminal acts that threaten the Hotel's public reputation or its safety. If a reservation is cancelled for justifiable cause, the Hotel operator has the further right to ban a customer from the premises.

Justifiable includes but is not limited to situations where:

- ✓ Prostitution is conducted on the Hotel premises.
- ✓ The customer uses the Hotel's WiFi to access illegal content on the internet, potentially damaging the Hotel's image. This includes but is not limited to criminally punishable content such as child pornography.
- ✓ The customer engages in or conducts illegal lotteries on the Hotel premises.
- ✓ The customer consumes or deals in drugs on the Hotel premises.
- ✓ The customer conducts prohibited medical procedures on the Hotel premises.
- ✓ The customer illegally publishes copyrighted content.
- ✓ The customer engages in cybercrime the Hotel premises.
- ✓ Force majeure or other circumstances beyond the Hotel's control prevent fulfilment of the Contract.
- ✓ Events and/or services are booked under misleading or false premises (customer name, purpose, etc.).
- ✓ The customer appears unable or unwilling to pay.
- ✓ The customer threatens or uses violence against persons and/or property.



The customer shall not be entitled to compensation if the Hotel cancels or postpones the start and end times of a reservation for extraordinary justifiable cause. If the Customer is responsible for the Hotel's cancellation, the Customer agrees to pay the Contractually agreed price in full. The Hotel reserves the right to claim further damages.

The booked Hotel room is reserved exclusively for the registered guest. A third party may book a room for another person by indicating the guest's name. The transfer of the room to a third party or use of the room by an additional person requires advance written permission from the Hotel. Subletting the Hotel room or apartment or using it for non-lodging-related purposes is prohibited.

## **7. Check-in, check-out, room keys**

The Hotel guarantees that the room will be ready for occupancy as of 2:00 p.m. on the day of arrival.

The room must be vacated by no later than 11:00 a.m. on the date of departure.

In the event of a late checkout, any remaining customer items will be removed from the Hotel room and placed in the Hotel's designated lost and found location. If the Customer checks out late but not past 6:00 p.m., the Hotel may charge CHF 50.00 for use of the room past the Contractual time. After that time, a full night will be charged.

Room keys provided by the Hotel remain the property of the Hotel. Lost keys are to be reported to reception immediately. A lost key fee of CHF 150.00 will be charged to the guest.

## **8. Early check-in and late check-out**

Early check-in and late check-out may be coordinated with the Hotel. The Hotel may impose a surcharge depending on the length of time. The Hotel offers free luggage storage in coordination with the Customer.

## **9. Breakfast; housekeeping**

Free breakfast is included with all room reservations. Rooms are cleaned daily and housekeeping is included in the rate.

Apartment reservations do not include breakfast. Breakfast may be added for CHF 19.00 per day per person. Apartments are cleaned once a week for stays of 7 nights or longer. Housekeeping is not included for short stays between 3 and 6 nights. Cleaning after check-out is included.



## **10. Pets**

Pets are not permitted in the Hotel. The Hotel may make an exception for small pets, but this must be discussed with the Hotel in advance. With prior approval from the Hotel and for a special fee, the pet may be brought into the Hotel. Guests who bring a pet into the Hotel agree to take appropriate care and supervise the pet throughout their stay or to leave the pet in the care of or under the supervision of appropriate third parties.

## **11. Disturbance / damage to Hotel facilities**

The Customer is especially liable for damage to the room and Hotel furnishings or for the loss thereof.

The Customer is especially liable for all stolen furnishings and shall reimburse the Hotel for their value as new.

Smoking is prohibited throughout the Hotel and manipulating, removing, covering or otherwise impairing the function of fire alarms is prohibited. The Customer shall pay the a flat penalty of CHF 300 for each violation of these rules.

The Hotel reserves the right to directly charge the Customer's credit card.

Legal guardians are responsible for persons under their supervision.

## **12. Quiet hours**

Nighttime quiet hours are from 10:00 p.m. to 7:00 a.m. During these hours, Customers must refrain from making excessive noise.

## **13. Lost and found**

Lost and found items will be stored for one month. Lost and found items will be sent to the guest upon request. The guest shall bear the cost and risk of any sent items.

## **14. Final provisions**

Should individual clauses of these GTC be unenforceable or invalid, the validity of the remaining clauses shall not be affected. Any agreements that deviate from these GTC must be made in writing.



## **15. Applicable law and jurisdiction**

These GTC and any Contracts established hereunder are subject to Swiss law. Jurisdiction is Lucerne. The Hotel also has the right to bring legal action in the location or place of residence of the Customer.