

GENERAL TERMS AND CONDITIONS (GTC)

1 Conclusion of contract

The conclusion of the contract is governed by the provisions of the Swiss Code of Obligations. A reservation is deemed to have been made when a deposit or guarantee has been received by credit card. No charges will follow in advance except for "Non-Refundable" bookings, i.e. "Last Minute" bookings, "Early Boo-king" reservations or other non-refundable bookings. The credit card serves only as a guarantee for the booking. We reserve the right to authorise and charge cancellation costs directly to the credit card provided as guarantee.

2. options / offers

Option dates and offers are binding for both parties. We may automatically dispose of the reserved rooms after the expiry of the option period, unless the client has sent a written order confirmation. The confirmation must be received by us on the last day of the option period.

The offer is valid for 30 days unless otherwise agreed in writing. It is accepted when the customer declares this in writing or by telephone and this is confirmed in writing by Hotel Balm.

3. prices / means of payment

The prices result from the conclusion of the contract or the current daily rates and are in CHF including service and VAT. City taxes are shown separately. Unless otherwise agreed, no catering is included in the room rate.

The following means of payment are accepted: Cash, Postcard, Maestro, V-Pay, Mastercard, Visa, Diners Club Twint and American Express. When paying in euros, the conversion is based on the exchange rate set by the hotel.

In the absence of valid credit card details to guarantee the reservation, an advance payment of the agreed price may be required.

The following account is available as bank details: Name of bank: Luzerner Kantonalbank Beneficiary: Balm Meggen AG, Balmstrasse 3, 6045 Meggen IBAN: CH53 0077 8010 0596 8820 4 Clearing No.: 778 Account no.: 01-00-596882-04 Swift: LUKBCH2260A

4. guest rooms / cancellation regulations Individual and group reservations

The room is available to the guest from 3 pm. For an arrival after 10 p.m., please inform us. On the day of departure, the room must be vacated by 11 a.m., unless otherwise agreed. A late check-out is possible on request and for a fee. Additional requests (balcony, lake view, etc.) are also subject to a surcharge.

4.1 Individual travellers

A free rebooking or cancellation is possible for direct bookings by telephone, email or via the Hotel Balm homepage up to 24 hours before the day of arrival. This gives the hotelier the opportunity to let the room to someone else and avoid costs for the person cancelling the booking. In the event of a rebooking, no-show, cancellation after this deadline or early departure, Hotel Balm reserves the right to charge for one to three nights, depending on the length of the stay. If the hotelier incurs a loss because the guest does not meet his obligations (late cancellation, no-show, late arrival, early departure), the guest must pay for this on the basis of general contractual rules (OR 97ff) and the rules of tenancy law in the event of early return of the item (OR 264).

4.2 Non Refundable Rate

In the case of rates booked on non-cancellable terms ("Early Booking" and "Last Minute"), the entire booking shall be charged, irrespective of the reasons for the non-payment or cancellation.

4.3 Group travellers (5 rooms or more)

After conclusion of the contract, the following cancellation conditions apply: 14 days and more before your date of arrival it is possible to cancel free of charge. 8 to 14 days before your date of arrival 50% of the booked services 3 to 7 days before your arrival date 75% of the booked service 0 to 3 days before your date of arrival 100% of the booked service A list of guests' names is requested two weeks prior to arrival.

4.3.1 Reservation conditions

- The names of all arriving guests per room

- A valid credit card including expiry date to guarantee the reservation

- In the case of a total invoice, no further information is required

- If the rooms are paid for individually by the guests on site, the credit card details of each individual will be requested. If the customer assumes the cancellation costs in the event of a cancellation outside the free period, this will not apply.

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- A valid credit card including expiry date to guarantee the reservation.

- In the case of a total invoice, no further information is required.

- If the rooms are paid for individually by the guests on site, the credit card details of each individual will be requested. If the customer assumes the cancellation costs in the event of a cancellation outside the free period, this will not apply.

For group rates booked on non-cancellable terms ("Early Booking" and "Last Minute"), the entire booking will be charged, regardless of the reason for no-show or cancellation.

For reservations made via online portals, the respective reservation and cancellation conditions apply. Credit cards are checked electronically by the staff of the Hotel Balm. In the event of invalid credit card details, the booking will not be considered guaranteed.

Depending on the season, a minimum stay of two nights may be required for group requests.

<u>4.4 Banquets</u>

Cancellations should be made in writing. In the event of a cancellation of a definitely booked event, the following costs will be charged to the organiser:

15 - 4 days before the event 0% of the booked service

3 - 1 day before the event 100% of the booked service.

The confirmed number of persons shall serve as the basis for invoicing. The definitive number of persons must be notified at the latest three days before the start of the event and will be charged in any case.

5.Parking

Free parking is available to guests of Hotel Balm. No liability is accepted for damage to the vehicle. An underground parking space can be rented for a fee.

6. pets

Pets are welcome in the whole house - per night and per pet an extra charge (without food) will be made. Hotel Balm reserves the right to charge for any damage caused by pets.

7. loss of keys

In the event of loss of a front door or room key, the guest must pay the replacement costs of CHF 50.00.

8. liability of the guest

The entire accommodation is a non-smoking unit.

The guest shall be liable for any damage or negligence caused by the guest or third parties during the period of stay. The costs will be charged in full to the guest or third party or collected directly on site.

A call-out by the Meggen fire brigade will be charged at CHF 800.00.

9 Liability of the hotel

The hotel is liable for the guests' belongings in accordance with the statutory provisions of Swiss law. Liability for slight negligence is expressly excluded. Should the guest suffer damage or be dissatisfied with the hotel's services, he/she must notify the hotel immediately, otherwise he/she can no longer assert any rights. If the hotel does not provide the agreed hotel room(s), it shall be liable to the guest for the damage incurred, provided that it can be proven. If the hotel is unable to provide the reserved room(s) on arrival, it will arrange equivalent substitute accommodation at another hotel and pay for any additional costs such as transport, accommodation, etc., which exceed the original contract price. All claims against the hotel shall become statute-barred 6 months after departure, unless the mandatory statutory provisions provide for longer periods.

10 Amendments and supplements to the General Terms and Conditions

Changes and additions to the general terms and conditions may be made at any time and without prior notice.

11. final provisions

Changes or additions to the contract or the reservation confirmation shall always be made in writing, if possible. Unilateral changes or additions are ineffective. With the signature of the guest on the banquet or reservation confirmation or unilateral confirmation of a booking, the General Terms and Conditions are accepted. This contract is subject exclusively to Swiss law. The parties agree that the exclusive place of jurisdiction shall be the Canton of Lucerne/Switzerland.