

General Terms and Conditions

1. Fundamentals

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer/organiser, hereinafter referred to as the guest, and Hotel & Restaurant Rössli Stansstad AG, hereinafter referred to as HRRS.

For the sake of simplicity, the term "contract" is always used in these GTC, regardless of the service in question.

The terms and conditions of the HRRS valid at the time of conclusion of the contract shall apply exclusively. The guest's general terms and conditions shall only apply if this has been expressly agreed in writing before the contract is signed.

Should individual provisions of these GTC be ineffective or invalid, this shall not affect the validity of the contract and the remaining GTC provisions. In all other respects, the statutory provisions shall apply.

2. Place of jurisdiction / applicable law

The place of jurisdiction for any disputes arising from this contract is Stansstad, Nidwalden, unless another legally binding place of jurisdiction exists.

Swiss law shall apply exclusively to all contractual and reservation agreements, any supplementary agreements and general terms and conditions. The place of fulfilment and payment is the registered office of HRRS.

3. Definitions

Groups: Groups within the meaning of these GTC are travel groups with a minimum number of 8 booked persons.

Written confirmations: Fax, e-mail messages, SMS and WhatsApp are also deemed to be written confirmations.

The contractual partners are the guest and HRRS.

4. Subject matter of the contract / scope of application

The contract for the rental of rooms, seminar rooms, areas and the purchase of other supplies and services is concluded with the written confirmation of the guest or by implication.

A reservation made on the day of arrival itself is binding at the moment of acceptance by the HRRS.

Amendments to the contract shall only become binding for the HRRS upon (written) reconfirmation. Unilateral amendments or additions to the contract by the guest are invalid.

The subletting and re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the HRRS.

5. Generally applicable provisions

5.1. House rules

Die Hausordnung gilt für alle Gäste des HRRS und soll von diesen, zur Rücksicht aller, eingehalten werden.

5.2. Smoking

Smoking is only permitted throughout the HRRS in appropriately designated areas/rooms. CHF 500.00 will be charged for non-compliance.

5.3. Food and beverages

All food and beverages must be purchased exclusively from the HRRS.

In special cases (specialities, etc.), a different written agreement may be made. In such a case, the HRRS is authorised to charge a service fee or a corkage fee (see separate list).

5.4. Actions, use and liability

The Hotel and Restaurant Rössli Stansstad

The HRRS accepts no liability towards the guest for slight and medium negligence to the extent permitted by law and is only liable for damage caused intentionally or through gross negligence.

Should disruptions or defects occur in the services of the HRRS, the HRRS will endeavour to remedy the situation upon immediate notification by the guest. If the guest fails to notify the HRRS of a defect in good time, there shall be no entitlement to a reduction in the contractually agreed remuneration.

The HRRS is liable for items brought in by guests in accordance with the statutory provisions, i.e. up to the amount of CHF 1,000. The HRRS is not liable for slight or medium negligence. If valuables (jewellery etc.), cash or securities are not handed over to the HRRS for safekeeping, the liability of the HRRS is excluded to the extent permitted by law. The HRRS recommends that money and valuables are always kept in the safe at reception.

If any damage is not reported to the HRRS immediately after its discovery, the guest's claims shall lapse.

The HRRS is not liable under any legal title for services which it has merely arranged for the guest.

The HRRS accepts no liability for theft or damage to material brought in by third parties.

The HRRS accepts no liability whatsoever for damage and theft in private and public car parks.

The guest

The guest is liable to the HRRS for all damage and losses caused by him, his companions or assistants or event participants, without the HRRS having to prove fault on the part of the guest.

The guest is responsible for the correct use and proper return of all technical aids / equipment provided by HRRS or procured on its behalf via third parties, and is liable for damage and loss.

The Guest is liable to third parties for services and expenses incurred by the HRRS.

The HRRS excludes all liability for personal injury on the premises (lake, harbour, etc.).

Third party

If a third party makes the booking for the guest, they are liable to the HRRS as the ordering party together with the guest as joint and several debtors for all obligations arising from the contract. Irrespective of this, each ordering party is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the guest.

5.5. Lost property

Lost property will be forwarded if ownership is clear and the residential/business address is known. The guest bears the costs and the risk for the forwarding.

After a storage period of 1 month, the items will be disposed of.

6. Hotel

6.1. Scope of service

The scope of the contract is determined by the individual reservation made and confirmed by the guest.

Subject to other contractual agreements, the guest is not entitled to a specific room.

If, despite a confirmed reservation, no rooms are available in the HRRS, the SHB must inform the guest in good time and offer an equivalent replacement in a nearby HRRS of a comparable or higher category.

Any additional expenses for the replacement accommodation shall be borne by the HRRS. If the Guest refuses the replacement room, the HRRS shall immediately refund any payments already made by the Guest (e.g. deposits). The Guest shall have no further claims.

6.2. Period of use

Subject to other agreements, the guest has the right to use the rented rooms from 2.00 p.m. on the agreed day of arrival until 11.00 a.m. on the day of departure.

In the event of arrival after 8.00 p.m., HRRS must be informed of the later arrival by the guest by telephone or in writing by 6.00 p.m. on the day of arrival at the latest, otherwise HRRS may freely dispose of the rooms.

Room occupancy by 11.00 a.m. the next day counts as a full overnight stay.

If the guest vacates the room up to 72 hours late, the HRRS may charge the full accommodation price (list price) for use in excess of the contractual period. This shall not give rise to any contractual claims on the part of the guest for the proper continued use of the space; the right to claim damages remains reserved.

In the event that the guest leaves the room late, the HRRS reserves the right to remove the guest's items from the room and store them in a suitable place in the HRRS for a fee.

6.3. Prices / Payment obligation

The prices communicated by the HRRS are in Swiss francs (CHF) and include statutory VAT. Tourist taxes are not included in the prices. The total price is payable on arrival.

The guest is obliged to pay the agreed or applicable HRRS prices for the provision of the room and any other services used. This also applies to orders placed by his companions and visitors.

Any increase in statutory charges after conclusion of the contract shall be borne by the guest. Prices in foreign currencies are approximate and will be charged at the current exchange rate. The prices confirmed by the HRRS are valid in each case.

The prices may be changed by the HRRS if the guest subsequently requests changes to the number of guests, the number of rooms booked, the services provided by the HRRS or the length of stay of the guests. Depending on the agreement or from a reservation amount of CHF 500, the HRRS may request a deposit of 100% of the total booking amount. The deposit is to be understood as an instalment of the agreed fee. Nach Ablauf der kostenfreien Stornierungsoption, belastet das HRRS die hinterlegte Kreditkarte mit dem vollen Betrag. Das HRRS kann in jedem Fall eine Kreditkartengarantie verlangen.

If the deposit is not paid on time or the credit card guarantee is not provided, the HRRS may withdraw from the contract (including all service promises) immediately (without a reminder) and demand the cancellation costs listed in Section 10 of these GTC.

HRRS shall be entitled to invoice or interim invoice its services to the Guest at any time.

The final invoice shall include the agreed price plus any additional amounts incurred as a result of additional services provided by the HRRS for the Guest and/or the persons accompanying the Guest. Unless otherwise agreed, the final invoice must be paid in Swiss francs in cash or by accepted credit card at the latest at check-out on the day of departure.

The HRRS may charge a reminder fee of CHF 50 for each reminder.

6.4. Cancellation by the HRRS

Up to and including 7 days before the agreed arrival date of the guest, HRRS may withdraw from the contract without incurring any costs.

Furthermore, the HRRS is entitled to withdraw from the contract at any time for objectively justified reasons by means of an immediate, unilateral and written declaration with immediate effect. Objectively justified reasons include, for example:

- An agreed advance payment or security deposit is not made during the period set by HRRS;
- Force majeure or other circumstances for which HRRS is not responsible and which make fulfilment of the contract objectively impossible;
- Rooms or rooms that are booked or used under misleading or false information, e.g. in the person of the guest or the purpose of use or stay;
- The HRRS has reasonable grounds to believe that the utilisation of the agreed services may impair the smooth running of the business, the safety of other hotel guests or the reputation of the HRRS;
- The guest has become insolvent (bankruptcy or unsuccessful seizure) or has stopped making payments;
- The purpose or reason for the stay is illegal.

In the event of cancellation by HRRS for the aforementioned reasons, the guest shall not be entitled to any compensation and the compensation for the booked services shall remain due.

6.5. Cancellation of the reservation / cancellation fees

Cancellation

Cancellation of the reservation requires the written consent of the HRRS. If this is not given, the agreed price must be paid even if the guest does not make use of contractual services. If the guest does not show up ("no-show"), 100% of the booked services will be charged.

Decisive for the calculation of the cancellation fee is the receipt of the guest's written cancellation by HRRS. This applies to both letters and e-mail messages.

If the guest withdraws from the contract without an approved cancellation, or if certain reserved services are changed or cancelled, the HRRS may charge the following cancellation fees.

Cancellation fees

Individual reservations

Up to and including 4 days before the agreed date of arrival, the guest may cancel the contract without incurring any costs.

From the 3rd day until the date of arrival 100% will be charged according to the reservation confirmation.

Group reservations

The cancellation fees below apply if more than 8 people in a group (see section 3) or 100% of the booked services are cancelled. Up to and including 15 days before the agreed arrival date, the group reservation can be cancelled at no cost. From the 14th day until the date of arrival, 100% will be charged in accordance with the reservation confirmation.

Loss minimisation

The HRRS endeavours to reallocate the unused services for cancelled individual and group reservations. If the HRRS is able to provide the cancelled services to third parties during the agreed period, the guest's cancellation fee will be reduced by the amount paid by these third parties for the cancelled service.

6.6. Impossible arrival

If the guest cannot arrive or cannot arrive on time due to force majeure (flood, avalanche, earthquake, etc.), he/she is not obliged to pay the agreed fee for the missed days.

The guest must prove the impossibility of arrival.

However, the obligation to pay for the booked stay shall be revived from the moment the guest is able to arrive.

6.7. Early departure

If the guest departs early, the HRRS is entitled to charge 100% of the total booked services.

In the event of early departure, the HRRS shall endeavour to reallocate the unused services. If the HRRS is able to provide the unused services to third parties during the agreed period, the guest's invoice amount shall be reduced by the amount paid by these third parties for the cancelled service.

6.8. Miscellaneous

By concluding a contract, the guest acquires the right to the customary use of the rented rooms and the facilities of the HRRS by all persons booked, which are usually accessible to the guests for use without special conditions, and to the customary service. The guest must exercise his/her rights in accordance with any HRRS and/or guest guidelines (house rules).

Check-in

is possible from 14:00 to 22:00. Please specify arrival time on Sunday. Check-in after 8.00 p.m., must inform the Rössli by telephone or in writing about the later arrival by 6.00 p.m. at the latest.

Check-out

Until 11.00 am. Keys must be handed in at reception or to the service staff.

Loss of keys

If a key is lost, the guest must pay the cost of a new key. The cost is CHF 30.00 per key.

Baby cots

- Children up to and including 2 years pay CHF 20.00 for an overnight stay in an available cot.

Extra beds

- Children from 3 years up to 17 years pay CHF 50.00 per person per night for an overnight stay in an available extra bed.

- Adults pay CHF 110.00 per person per night for an overnight stay in an available extra bed.

Breakfast

- is served from 7.00 am to 10.00 am from Monday to Saturday in our restaurant. You are welcome to book breakfast at check-in for CHF 15.00 per person per night. We do not offer breakfast on Sunday. Alternative: We work together with our neighbouring hotel on Sunday, where you can choose between 3 different breakfast offers.

- Children under 6 years are free at breakfast

Air conditioning

There is no air conditioning in the whole house

Car park

However, we have plenty of public parking spaces in front of the hotel which can be used for a small fee.

Shutters

The shutters are the responsibility of the guest during the rental period. The shutters must always be fastened when leaving the room and at night. In the event of self-inflicted damage to the shutters due to a storm, the costs must be borne by the guest.

Emergency key

The HRRS has a flat key for emergencies to ensure access to the respective room (e.g. in the event of water damage, fire alarm, etc.).

Internet

To access the Internet, guests must register online. This service is free of charge for all guests. Guests are responsible for the use of their login details. They are liable for misuse and illegal behaviour when using the internet.

Dogs

Are not allowed.

Number of reserved guests / identification requirement

Every guest must be able to identify himself and register at the reception / service staff before entering the rooms. The number of persons per room must be adhered to as shown on the reservation confirmation.

6.9. Extension of the stay

Unless otherwise agreed, the guest is not entitled to an extension of his/her stay.

If the guest is unable to leave the HRRS on the day of departure due to unforeseeable exceptional circumstances / force majeure (e.g. extreme snowfall, flooding, etc.) and all departure options are blocked or unusable, the contract shall be automatically extended for the duration of the impossibility of departure at the previous conditions.

6.10. Additional conditions for groups

Group rates only apply if agreed in advance and confirmed in writing by HRRS.

For a group of less than 8 persons, the rates for individual travellers apply.

The HRRS must be notified in writing 3 days prior to arrival if groups are travelling together.

Only one total invoice will be issued to the tour guide, who is fully liable for this amount.

The final number of persons in the group (incl. list of names) must be communicated to the HRRS no later than 14 calendar days before the group's arrival.

In the event of cancellation of a group reservation, the cancellation fees listed under "Cancellation" apply.

6.11. Illness or death of the guest

If a guest falls ill during their stay at the HRRS, the HRRS will notify a doctor at the guest's request. If the guest is no longer capable of acting and the HRRS is aware of the illness, the HRRS will notify the guest. In all cases, medical care will be provided at the guest's expense.

The contract with the HRRS ends with the death of the guest.

7. Events

An event may include room hire, catering, technical facilities, accommodation and other services.

7.1. Number of participants

The guest undertakes to inform HRRS of the binding number of participants for an event no later than 7 working days before the date of the event.

If the number of participants notified by the guest differs from the final number of participants, the following shall apply:

- Billing according to the reported number of participants.
- If the actual number of participants is increased at a later date, the actual number of participants will be invoiced, subject to feasibility.

7.2. Cancellation by the HRRS

Up to and including 30 days before the event, HRRS may withdraw from the contract without incurring any costs.

Furthermore, HRRS is entitled to withdraw from the contract at any time for objectively justified reasons by means of an immediate, unilateral and written declaration with immediate effect:

Objectively justified reasons include, for example:

- An agreed advance payment or security deposit is not made during the period set by HRRS;
- Force majeure or other circumstances for which the HRRS is not responsible and which make the fulfilment of the contract objectively impossible;
- Rooms or rooms that are booked or used under misleading or false information, e.g. in the person of the guest or the purpose of use or stay;
- The HRRS has reasonable grounds to believe that the utilisation of the agreed services may impair the smooth running of the business, the safety of other hotel guests or the reputation of the HRRS;
- The guest has become insolvent (bankruptcy or unsuccessful seizure) or has stopped making payments;
- The purpose or reason for the stay is illegal.
- If the checklist is not signed by both parties 30 days before the event, the contract is deemed null and void and there is no entitlement to compensation..

In the event of cancellation by the HRRS for the aforementioned reasons, the guest shall not be entitled to any compensation and the compensation for the booked services shall remain due in principle.

7.3. Cancellation provisions

Cancellation of the reservation requires the written consent of the HRRS. If this is not given, the agreed price must be paid even if the guest does not make use of contractual services.

Decisive for the calculation of the cancellation fee to be paid is the receipt of the Guest's written cancellation by the HRRS.

If the guest withdraws from the contract without an approved cancellation or if certain reserved services are changed or cancelled, the HRRS may charge the following cancellation fees.

7.4. Cancellation fees

If an event cannot be held for reasons that are not attributable to the HRRS and for which the HRRS is not responsible, the SHB retains the right to payment of the agreed service in accordance with the order confirmation, taking into account the receipt of the written cancellation as follows:

Up to 30 days before the agreed date of the event at the latest, the guest may cancel the contract by means of a unilateral written declaration without incurring any costs.

Cancellation of the event 20 - 8 days before the date of the event: 50 % in accordance with the order confirmation.

Cancellation of the event 7 days before the event date: 100 % according to the order confirmation.

If the guest holds an event at the HRRS within one year to the extent originally agreed, 50% of the booked invoice amount/cancellation costs will be credited again.

7.5. Duration of the event

If the agreed start or end times of the event are postponed without the prior written consent of the HRRS, the HRRS may charge additional costs for the provision of personnel and equipment, unless the HRRS itself is responsible for the postponement.

The HRRS has the right to expel the event participants from the premises after the expiry of any extension authorisation.

Extensions can be requested in writing from the HRRS.

7.6. Organisation of events

Insofar as HRRS procures technical and other equipment from third parties for the Guest at the latter's request, it shall act for the account of the Guest.

The Guest shall be liable for the careful handling and proper return of the equipment. HRRS shall be indemnified by the guest against all third-party claims arising from the provision of these facilities.

The use of the Guest's own electrical systems and equipment using the HRRS's electricity network requires the prior written authorisation of the HRRS. Any malfunctions or damage to the HRRS's technical equipment caused by the use of these devices and equipment shall be borne by the Guest, unless the HRRS itself is responsible for them. The HRRS may record and charge a flat rate for the electricity costs incurred through the use of the electrical systems and equipment.

With the consent of the HRRS, the Guest is authorised to use his/her own telephone, fax and data transmission equipment. The HRRS may charge connection fees for this (see separate list). Faults in technical or other equipment provided by the HRRS will be rectified as quickly as possible upon notification by the guest. Insofar as the HRRS is not responsible for the malfunctions, neither service claims shall be reduced nor liability established as a result of malfunctions.

The guest must obtain any necessary official authorisations for the event at their own expense. He is responsible for complying with the authorisations and all other public law regulations in connection with the event. Fines due to a breach of the authorisations are to be paid by the guest.

7.1. Objects brought in by the guest

Any exhibits or other items, including personal items, brought into the event rooms or the HRRS premises are at the risk of the guest. The SHB assumes no duty of guarding or safekeeping. The HRRS accepts no liability for the loss, destruction or damage of items brought onto the premises, except in cases of gross negligence or wilful intent on the part of the HRRS. The guest is responsible for insuring any items brought in.

Any decoration material brought in must comply with fire regulations. The HRRS is entitled to demand official proof of this. Due to possible damage, the installation and attachment of objects must be agreed with the HRRS in advance.

Any exhibits or other items brought in must be removed immediately after the end of the event. Items left behind may be removed and/or stored by HRRS at the expense of the Guest. If the removal involves disproportionate effort, the HRRS may leave the items in the event room and charge the Guest the standard room rental fee for the duration of their retention.

Packaging material (cardboard, crates, plastic, etc.) that arises in connection with the delivery of the event by the guest or third parties must be disposed of by the guest. If the Guest leaves packaging material behind in the HRRS, the HRRS is authorised to dispose of it at the Guest's expense.

8. Restaurant

8.1. Scope of services

The scope of the contract is determined by the guest's individual reservation.

Subject to other contractual agreements, the guest is not entitled to a specific table/room.

If, despite a confirmed reservation, no table/room is available in the restaurant, the restaurant must inform the guest immediately and offer an equivalent replacement in a nearby restaurant of a comparable or higher category.

Any additional expenses for the replacement restaurant shall be borne by the restaurant. If the guest refuses the alternative restaurant, the restaurant must immediately reimburse any services already rendered by the guest.

8.2. Food and beverages

All food and beverages are to be purchased exclusively from HRRS.

In special cases (specialities, etc.), a different written agreement can be made. In such a case, the SHB is entitled to charge a service fee or a corkage fee (see separate list).

8.3. Prices and payment obligation

The prices quoted by the restaurant are in Swiss francs (CHF) and include the statutory value added tax.

The guest is obliged to pay the agreed or applicable prices of the restaurant for the services used. This also applies to services and expenses of the restaurant to third parties arranged by the guest, his companions and visitors.

Any increase in statutory charges after conclusion of the contract shall be borne by the guest. Prices in foreign currencies are approximate and will be charged at the current exchange rate. All published prices may be adjusted at any time without notice to the guest. The prices confirmed by the restaurant are valid.

Depending on the agreement or from a reservation amount of CHF 1000, the restaurant may require a deposit of 50% of the total booking amount. The deposit is to be understood as an instalment of the agreed fee.

The restaurant can also request a credit card guarantee instead of a deposit.

An advance payment must be transferred within 10 days of receipt of the reservation confirmation. If the reservation is made at shorter notice, the restaurant will require a credit card guarantee for the total booking amount.

If the deposit is not paid on time or the credit card guarantee is not provided, the restaurant may terminate the contract immediately (without reminder) or withdraw from the service promises made and demand the cancellation costs specified in Section 9.

The restaurant has the right to invoice or interim invoice its services at any time.

The final invoice shall include the agreed price plus any additional amounts incurred as a result of special services provided by the restaurant for the guest and/or accompanying persons. Payment can be made in cash in Swiss francs or with an accepted credit card.

8.4. Cancellation by the restaurant

Up to 30 days before the agreed date of the event at the latest, the restaurant may withdraw from the contract by means of a unilateral (written) declaration without incurring any costs.

Furthermore, the restaurant is entitled to withdraw from the contract extraordinarily for objectively justified reasons by means of a unilateral (written) declaration:

Objectively justified reasons include, for example:

- force majeure or other circumstances for which the restaurant is not responsible and which make fulfilment of the contract impossible;
- events that are booked with misleading or false information about essential contractual facts, e.g. in the person of the guest or the purpose of use or stay;
- the restaurant has reasonable grounds to believe that the utilisation of the agreed services may impair the smooth running of the business, the safety of other restaurant guests or the reputation of the restaurant;
- the purpose or reason for the stay is unlawful.

In the event of justified cancellation by the restaurant, the guest shall not be entitled to compensation and the compensation shall remain due.

8.5. Extension

If the reserved duration of the event is likely to exceed the statutory closing time (police hour) / closing time, the guest must contact the restaurant at least 7 days before the start of the event so that the necessary authorisations can be obtained. The costs for the authorisations / extension in general will be charged to the guest. The restaurant cannot guarantee the granting of authorisations.

The restaurant has the right to expel the event participants from the premises after expiry of the extension authorisation.

8.6. Insurance

Insurance for materials brought onto the premises is the responsibility of the guest in all cases. The restaurant may request proof of insurance before confirming the reservation.

8.7. Dogs

Animals may only be brought into the restaurant with the prior consent of the restaurant.

The Guest who brings an animal into the HRRS is obliged to keep or supervise this animal properly during its stay or to have it kept or supervised by a suitable third party at its own expense.

The guest must have appropriate pet owner's insurance for their animal. Proof of such insurance must be presented to the HRRS upon request.

8.8. Illness of the guest

If a guest falls ill during their stay in the restaurant, the restaurant shall notify a doctor at the guest's request. If the guest is no longer able to act and the restaurant is aware of the illness, it may also notify a doctor without the guest's request.

In any case, medical care shall be provided at the guest's expense.

9. Further provisions

If the guest requests services that are not provided by the HRRS itself, the SHB acts merely as an intermediary.

The statutory limitation periods apply. Insofar as these can be amended, an absolute limitation period of 6 months after departure applies to claims for damages by the guest.

Advertisements in the media (such as newspapers, radio, television, internet) with reference to events at the HRRS, with or without the use of the unchanged company logo, require the prior written consent of the HRRS.