

General terms and conditions

1. Scope

These general terms and conditions (AGB) regulate the legal relations between the customers, hereinafter referred to as guests, and the Hotel Alpina Luzern AG, hereinafter referred to as hotel. As far as the term guest is used below, the feminine or gender-neutral form is also included. The GTC apply to all contracts for accommodation services and/or events, including related services. For the sake of simplicity - these GTC - no matter which service - always speaks of a contract. Contractual partners are the guest and the hotel. Should individual provisions of these GTC be invalid, the validity of the contract and the remaining GTC shall not be affected. The place of jurisdiction for any disputes arising from this contract shall be Lucerne, unless there is another legally binding place of jurisdiction. Swiss law shall apply exclusively to all contracts, reservation and any additional agreements and general terms and conditions. The place of performance and payment is Lucerne.

2. Conclusion of contract

The contract for the rental of rooms and other rooms within the hotel, as well as outdoor areas that belong to the property of the hotel, as well as the purchase of other deliveries and services is concluded with the written confirmation of the guest and the hotel. Documents transmitted electronically, such as e-mails and online generated forms, are also considered to be written confirmations. The agreed services are legally binding for the hotel and the guest in all respects.

3. Prices

The prices communicated by the hotel are in Swiss Francs (CHF) and include the statutory VAT. Any increase in statutory fees after the conclusion of the contract shall be borne by the guest. Price changes are reserved at any time.

4. Terms of payment

4.1 Deposit / Prepayment

The hotel will charge the entire booked service with the specified payment method as soon as the booked service can no longer be cancelled free of charge. In case of a late deposit, the hotel may

withdraw the contract (including all promises of performance) immediately (without a reminder) and request cancellation fees.

4.2 Debiting the credit card

By indicating the credit card at the time of booking, the guest agrees to a charge of the card. A receipt is therefore valid even without signing or entering the secret number.

4.3. Final invoice

The final invoice includes the agreed price plus any additional amounts due to additional services provided by the hotel to the guest and/or the persons accompanying them. The final invoice must be paid at the latest at the time of check-out on the day of departure in Swiss Francs in cash or by accepted debit or credit card.

Invoices sent by agreement, have to be settled within 10 days from the invoice date. The complete billing address must be given at the time of the definitive reservation. The guest is liable for any unpaid invoices of the individual participants. The invoices amount must be paid without deduction. No discounts are granted on the owed amount.

4.4. Dunning process

No costs will be charged for sending a first reminder. Each additional dunning level will be charged with a processing fee of CHF 50 and any interest on arrears of 5% p.a.

4.5. Invoice change

A change of billing address after delivery of the invoice will be charged with a processing fee of CHF 20 per invoice.

5. Options, offers

5.1 The acceptance periods

for offers of the hotel are specified in the respective offer. After that, the hotel is no longer bound by the offer.

5.2 Option data

are binding for both parties. The hotel may dispose of the offered services after unused expiration of the option period / offer without further notice.



5.3 Rooms

are always offered without obligation. An intermediate sale is therefore possible at any time.

6. Reservation, arrival and departure

6.1. Reservation

A reservation which takes place on the day of arrival itself, is binding at the moment of acceptance by the hotel.

6.2. Arrival

If, for unforeseen reasons, the booked room category is not available on arrival, the guest will be offered a room of the next higher category.

6.3. No rooms available

If, despite a confirmed reservation, no rooms are available at the hotel, the hotel must provide the guest with an equivalent replacement in a spatially close hotel (as the crow flies 25km) of a comparable or higher category. Any additional expenses incurred for the substitute accommodation shall be borne by the hotel. If the guest refuses the replacement room, the hotel shall immediately reimburse the guest for services already rendered (e.g. down payments) immediately. Further claims of the guest do not exist.

- Subject to other agreements, the guest has the right to use the rented room from 4 p.m. on the agreed day of arrival until 11 a.m. on the day of departure.
- If the guest departs prematurely, the hotel is entitled to charge 100% of the total booked services.
- The hotel room is reserved exclusively for the registered guest or registered guests. Leaving the room to a third person or use by an additional person requires the approval of the hotel.
- The scope of services of the contract is determined according to the individual made and confirmed reservation of the guest.
- The customer may only use the rooms for the agreed purpose.

7. Cancellation and rebooking

For reservations of 1-4 rooms, please refer to your confirmation for cancellation terms. In case of later cancellations or No-Show (no-show of the guest), the costs for the full stay will be charged.

If the booking guest registers additional guests,

he is liable for the entire invoice amount resulting from the reservation.

Exceptions to these cancellation costs, e.g. during trade fairs or from Hotel defined dates can be found in the booking confirmation.

8. Group reservation

8.1. Definition

Groups within the meaning of these GTC are room reservations with a minimum of 5 booked rooms.

8.2. Rooming list

The final name list of each member of the respective group must be communicated to the hotel 14 calendar days prior to arrival.

8.3. Cancellation and rebooking

Up to 42 days (calendar days) before arrival, the cancellation is free of charge. In case of a later cancellation, the following settlement applies:

- 41 - 22 days before arrival: 50% of the contractually agreed service
- 21 - 00 days before arrival: 100% of the contractually agreed service

Other provisions

9. Right of withdrawal

The hotel is entitled at any time for an objectively justifiable reason due to an unexpected unilateral written declaration and withdraw from the contract with immediate effect. Objectively justified reasons are, for example:

- an agreed advance payment or security deposit is not made during the period set by the hotel;
- Force majeure (according to Art. 119 OR) or other circumstances for which the hotel is not responsible, which make the fulfillment of the contract objectively impossible;
- Rooms or spaces 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 hotel has reasonable grounds to believe, that the utilization of the agreed services may affect the smooth business operations, the safety of other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or fruitless seizure) or he has stopped his payments;
- the purpose or reason for the stay is illegal.



In the event of a cancellation of the hotel due to the aforementioned reasons, the guest is not entitled to damages and compensation for the booked services.

10. Internet

The hotel provides the guest with free access to the Internet (Wifi). The guest is responsible for the use of the login data. He is liable for misuse and illegal behavior when using the Internet.

11. Smoking

Smoking is not allowed in the entire hotel. In the event of an infringement an amount of CHF 350 will be charged.

12. Liability

Personal belongings brought along, are at the risk of the guest in the rooms or at the hotel premises. The hotel does not assume any guarding and safekeeping obligation. The hotel assumes no liability for the loss or damage of the items brought along, except in the case of gross negligence or intent on the part of the hotel. The insurance of the brought items is the responsibility of the guest. If valuables such as jewelry, cash or securities are not handed over to the hotel for safekeeping, the liability of the hotel is excluded to the extent permitted by law.

The hotel imposes liability towards the guest within the scope of the statutory possibilities for slight and medium negligence and is liable only for damage caused intentionally or by gross negligence.

In the event of any disruptions or deficiencies in the services provided by the hotel, the hotel will endeavor to remedy the situation upon immediate notification by the guest. If the guest fails to report a defect to the hotel in time, there is no right to a reduction in the contractual agreed remuneration.

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

The guest is liable for arranged services and expenses of the hotel towards third parties.

If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the ordering party together with the guest as a joint

and several debtors for all obligations arising from the contract. Independent of this, every ordering party obliged to provide all relevant information of the booking, in particular terms and conditions, to the guest.

13. Dogs

Dogs may only be brought into the hotel with the prior consent of the hotel and for a special compensation of CHF 20 per day. The guest who brings an animal to the hotel is obliged, to keep and supervise this animal properly during his stay or to have it kept or supervised by a suitable third party at his own expense. Costs for the repair of damage or contamination caused by the animal shall be borne by the guest.

14. Lost and found items

Lost and found items will be forwarded to the residential or business address, if the ownership and knowledge are clear. The costs and the risk for subsequent shipment shall be borne by the guest.

15. Media

Advertisements in media (such as newspapers, radio, television, internet) under use of the company logo or pictures, require the previous written consent by the hotel.

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