



PARK HOTEL VITZNAU

HEALTH & WEALTH RESIDENCE

General Terms and Conditions

For leisure activities

1. Activities offered

The customer shall make use of the service as per the booking confirmation. This service is an activity provided either by Hospitality Visions Lake Lucerne AG (HVLL) or by an external organiser.

If the activity is offered by an external organiser, HVLL only books said activity (external activity) on behalf of the customer. The contract regarding the booked service is concluded exclusively between the customer and the external organiser.

Conducting the external activity is the sole responsibility of the external organiser. After booking, the customer is provided with the contact details of the organiser as well as a booking confirmation that includes further details.

The legal relationship between the customer and the external organiser is exclusively governed by the contract with the external organiser. If the external organiser so wishes, HVLL is authorised to invoice on behalf of the external organiser for the service provided to the customer by the external organiser in accordance with the following terms of payment.

2. Terms of payment

Customers who are visiting Park Hotel Vitznau as a guest or have rented a room there (hotel guests) agree that the cost of activities will be charged to their hotel bill at the agreed price stated on the booking confirmation. HVLL may request immediate payment for the activity at any time.

If the customer is not a hotel guest, they must pay for the activities in accordance with the booking confirmation before the activity is carried out. HVLL may request payment after the activity has been carried out.

A confirmed booking can be cancelled or amended free of charge up to 48 hours before the start of the activity. As with booked activities that the customer does not attend, bookings cancelled less than 48 hours before the start of the activity will be invoiced at 100% of the cost of the activity based on the current prices.

If the customer misses any part of an activity or decides to discontinue their participation in an activity, they are not entitled to a refund. Any additional costs are to be borne by the customer. If an activity is stopped by an employee for the safety of the customer, an employee of HVLL conducting the activity or an external organiser (e.g. due to bad weather, a customer not following instructions sufficiently, etc.), the customer is not entitled to a proportional or full refund. Any additional costs shall be borne by the customer.

3. Deposit/security

HVLL is entitled to request a deposit or a security (e.g. cash, credit card) for the activities booked by the customer and/or for the provision of equipment.

The security specifically serves to secure all claims by HVLL to which it is entitled due to the activity being carried out or the provision of equipment. The security shall be returned to the customer upon proper return of the rental or loan equipment. If damage to the equipment provided is discovered upon return, HVLL is entitled to retain the security up to the amount of the damage incurred or to charge an amount equal to the amount of the damage incurred to the customer's credit card.

4. Liability of HVLL

HVLL excludes all liability for damages of any kind that may result from its activities. HVLL's liability remains reserved only for damage caused by HVLL itself, either intentionally or through gross negligence (excluding liability for assisting persons). Liability for indirect damages, consequential damages, third-party damages and loss of profit is generally excluded. HVLL is responsible for ensuring that, at all times, the equipment it provides (e.g. bicycles, e-bikes, pedalos, SUP boards, etc.) are in a clean and safe condition and are suitable for use.

PART OF THE RESEARCH AND INNOVATION CENTER (RIC) LAKE LUCERNE

HOSPITALITY VISIONS LAKE LUCERNE AG | SEESTRASSE 18 | CH-6354 VITZNAU

T +41 (0)41 399 60 60 | WWW.PARKHOTEL-VITZNAU.CH | INFO@PARKHOTEL-VITZNAU.CH



PARK HOTEL
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The customer is obliged to check that the equipment and accessories provided by HVLL are in good working order (e.g. checking tyre pressure, brakes and lights on rental bicycles, the level of battery charge of e-bikes, the functionality of the leash for SUP boards, etc.) and to inform HVLL immediately in the event of any defects. Should the customer discover a defect whilst using equipment, they must immediately stop using the equipment and report the defect to HVLL.

To the extent permitted by law, the liability set out above is limited to the total sum that the customer has or would have to pay to HVLL in connection with the booked activity provided by HVLL or on the basis of the rented equipment.

Liability for external activities brokered by HVLL is excluded entirely.

5. Terms of use and liability of the customer

The customer must use the equipment provided including any accessories responsibly. In particular, the customer shall comply with all traffic regulations and other applicable laws and shall prevent the equipment provided from being exposed to extreme loads (e.g. participation in bicycle races, off-road cycling, etc.). If special permissions or tests are required for the booked activity or the use of the rented equipment, the customer assures HVLL that they have the appropriate permission or have successfully completed the necessary test.

The customer is liable for any damage caused by them and/or third parties as a result of theft or damage to the equipment and accessories provided, which occurs during the activity or during the period of use.

The costs of repairs or the replacement of equipment which has been deliberately or negligently damaged will be charged to the customer.

Equipment provided by HVLL must not be used by persons under the age of 16 (except when accompanied by an adult) and/or by persons under the influence of drugs, alcohol or medication that impairs the ability to drive.

Interventions of any kind (e.g. repairs, modifications) on the equipment and accessories provided by HVLL are prohibited. It is also prohibited to sublet or transfer equipment to third parties.

In the event of unauthorised use, HVLL is entitled to take the equipment provided away from the customer at any time. The customer is not entitled to a reduction in price or a refund.

Equipment and accessories that HVLL has provided to the customer must be returned to the location at which they were given out. HVLL can apply an additional fee for items returned late and for any subsequent costs arising from a late return.

If HVLL brokers an external activity on behalf of the customer, the customer shall entirely indemnify HVLL towards the external organiser.

6. Insurance

Customers participate in activities and use rental equipment at their own risk. The customer is responsible for arranging any necessary or useful insurance policies (accident, liability, cancellation cost insurance, etc.).

7. Miscellaneous

Should individual provisions of this agreement be wholly or partially invalid or later lose their legal validity, or should there be contractual gaps, this shall not affect the validity of the remaining provisions included in these T&Cs. In such a case, the invalid or missing provisions shall be replaced or supplemented by provisions that come closest to the original economic and legal purpose of the T&Cs.

This agreement shall be governed exclusively by Swiss law, to the exclusion of any conflict-of-law regulations referring to foreign laws enforced as part of the Swiss private international law (IPRG) or international treaties. Subject to deviating mandatory statutory provisions, the exclusive place of jurisdiction is Vitznau, Canton of Lucerne, Switzerland.

In case of doubt, the German text applies.

Vitznau, August 2020

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