

General Terms and Conditions

Dear Guest / Organiser

We are pleased that you wish to visit the Hotel Arenenberg, CH-8268 Salenstein.

1. Scope

The Hotel Arenenberg offers premises and infrastructure for overnight accommodation, meals, events and seminars. These General Terms and Conditions (GTCs) govern the legal relationship between the Guest / Event or Seminar Organiser and the Hotel Arenenberg, hereinafter referred to as the 'Hotel'. The GTCs apply for all contracts such as accommodation services, events such as seminars / banquets, etc., including related services. For simplicity's sake, these GTCs always refer to the 'Contract', regardless of which service is referred to.

2. Conclusion of Contract / Reservation

2.1.1 Conclusion of Contract

The contract is deemed concluded with the written confirmation of the Hotel and with the subsequent reconfirmation on the part of the Guest / Organiser. In the case of online bookings, the system's booking confirmation applies. A reservation made on the day of arrival itself is binding for both parties at the moment of acceptance by the Hotel.

2.1.2 Offers / Options

The Hotel sends the Guest / Organiser an offer that is valid up to a fixed date (option date). If the Hotel does not receive written confirmation of the order from the Guest / Organiser during the period of validity (option period), the right of use of all rooms and spaces in question reverts to the Hotel after the expiry date has passed. If there are other customer enquiries during this option period, the Hotel will take the liberty of contacting the Guest / Organiser.

3. Scope of Service / Duration of Use

3.1.1 Event Organisation / Size of Space

The Guest / Organiser is obliged to inform the Hotel in writing of the choice of menu and wines at least seven days before the seminar / banquet, and of the definitive number of participants at least two days before the event (for costs arising in the event of a reduction in the number of people, see under 5.1.4.1).

If overnight accommodation is booked, the Guest / Organiser must send the Hotel a definitive list of participants with the names and surnames of the guests no later than 7 days before arrival.

The size of the group influences the choice and size of the room allocated. If the originally reported number of participants changes significantly, the Hotel reserves the right to assign a different room. Any expenses arising from this shall be borne by the Guest / Organiser.

The booked and confirmed facilities and infrastructure, including furniture, is considered definitive. Should the Guest / Organiser wish to make changes at short notice that will involve a considerable expenditure of time for the Hotel, the Guest / Organiser will be charged a surcharge.

3.1.2 Duration of Use

The beginning and end of the duration of use of the rented rooms are stipulated in the confirmation. Changes to the agreed times require the consent of the Hotel, and may result in increased charges. For events, from half-past midnight (00:30) onwards the Hotel charges a flat extension fee of CHF 100 per half-hour or portion thereof. The charge is applied until the last guest (including DJ and technical equipment) has left the premises in question. From 2 am onwards, the charge rises to CHF 200 per half-hour or portion thereof.

3.1.3 Third-Party Services

To the extent that the Hotel procures technical equipment or other third-party services for the Guest / Organiser, it acts by order and for account of the Guest / Organiser. The Guest / Organiser is liable for the careful handling and orderly return of the equipment, and indemnifies the Hotel against all third-party claims. Food and drink is to be purchased exclusively from the Hotel. If wine or a wedding cake is provided by the Guest according to prior arrangement with the Hotel, the Hotel will charge a plating / corkage fee.

4. Prices / Terms of Payment

4.1.1 Prices

Prices are quoted in CHF, and include the statutory value-added tax. Any increase in statutory charges after conclusion of the contract are to be borne by the Guest. Payment in euro (banknotes) is possible.

4.1.2 Invoicing

The final account must be settled no later than at check-out on the day of departure in Swiss francs, in cash or with an accepted debit or credit card.

In the case of banquets and seminars, an invoice can be issued where the bill comes to CHF 500 or over. The invoice is sent by post, and must be settled without deductions within 30 days of its issue.

4.1.3 Prepayments

For higher amounts or for booked third-party services, the Hotel reserves the right to require a prepayment of 30 – 50% of the invoice amount.

Prepayments can only be made by bank transfer or in cash. Credit card payments are not accepted.

5. Withdrawal from Contract / Cancellation Terms / Change in Number of People

5.1.1 Withdrawal by the Guest / Organiser

5.1.2 General

All cancellations of reservations of any sort must be made in writing.

5.1.3 Cancellation Terms for Individual Guests: Fewer than 10 Hotel Rooms

Cancellations up to 48 hours before arrival: No charge incurred.

In the case of later cancellations, the Hotel charges 100% of the booked services. Early departures are charged at 100% of booked services (maximum of two nights).

5.1.4 Cancellation Terms for Seminars / Banquets / Tours for 10 People or More and Accommodation for 10 Hotel Rooms or More

Cancellations 60 to 31 days before arrival:	30% of booked services payable
Cancellations 30 to 15 days before arrival:	60% of booked services payable
Cancellations 14 to 2* days before arrival:	80% of booked services payable
Cancellations 2* to 0 days before arrival:	100% of booked services payable.

If the confirmed **total amount payable is less than CHF 4,000**, the following cancellation terms apply:

Cancellations 14 to 2* days before arrival:	80% of booked services payable
Cancellations 2* to 0 days before arrival:	100% of booked services payable.

*Two calendar days before arrival. Example: event / arrival on Saturday, cancellation possible up to 4 pm on Thursday.

If no banquet services or packages have yet been agreed with the Guest / Organiser, the Guest/Organiser must still pay compensation to the extent of the percentages listed above, based on CHF 20 per person for a drinks reception and CHF 45 per person for events with main meals.

5.1.4.1 Change in Number of Seminar / Banquet / Tour Attendees or in the Number of Hotel Rooms

Cancellations up to two* days before arrival or before the start of the event for less than 10% of the originally booked persons or hotel rooms will not incur any cancellation charges. A reduction of more than 10% in the number of participants or hotel rooms will incur the cancellation charges described in 5.1.4.

* Two calendar days before arrival. Example: event / arrival on Saturday, cancellation possible up to 4 pm on Thursday.

5.1.5 Cancellation by the Hotel

In cases of force majeure, by order of the authorities, or in the event of noncompliance with the agreements on the part of the Guest / Organiser etc., the Hotel Arenenberg is entitled to withdraw from the contract without compensation. This also applies where there are reasonable grounds to assume that the event threatens to jeopardise the smooth running of business and/or the safety, security and/or reputation of the Hotel. Should it not be in a position to make the reserved rooms available, the Hotel undertakes to organise accommodation of the same quality and to shoulder any additional charges (transport and accommodation charges) arising in this connection.

6. Further Provisions

6.1.1 Liability

The Guest / Organiser undertakes to ensure that the event participants abide by the legal requirements. The Organiser shall be liable for any loss or damage caused by his participants. The Organiser shall also be liable for any complaints of night-time disturbance received by the Hotel during or because of the booked event. Any damage to the property, to furniture forming part of the indoor and outdoor facilities and to the equipment made available during an event caused through the fault of the Guest / Organiser may be charged to the latter. The Organiser may not hang items with adhesive tape, nails, etc. without the Hotel Arenenberg's consent.

No additional decorations may be displayed without the express written consent of the Hotel. The Guest / Organiser is responsible for ensuring that the decorations used conform to fire and police regulations.

The Hotel declines all liability for theft, loss and damage of clothing, of decorations and food and drink brought in from the outside, and of other items.

6.1.2 House Rules / Fireworks / Drones

Fires, fireworks, sky lanterns, torches, sparklers, etc. are strictly prohibited by fire regulations on our listed site. Throwing rose petals, rice and confetti and releasing balloons is not allowed on the grounds.

For drone flights, the statutory provisions of FOCA, the Swiss Federal Office of Civil Aviation, apply: <https://www.bazl.admin.ch/bazl/en/home/drohnen.html> .

The Hotel Arenenberg must be informed of any drone flight.

6.1.3 Storage of Guest's Decorations and Technology

No rooms are available in the Hotel for storing guests' decorations or personal technological devices. The items should therefore be brought for as short a time as possible, and picked up no later than 11 am on the day following the event. Decorations and technical devices must be removed from the event room no later than 6 am the following morning.

The Guest / Organiser shall require the consent of the Hotel for items delivered in advance. The Hotel declines any and all obligations or liability arising therefrom. Correct addressing also involves the mention of the event. If bringing your own cake, ensure proper quality and hygiene. An unbroken cold chain must be guaranteed up to delivery (5 °C for cakes, -18 °C for ice cream cakes).

6.1.4 Advertising

Newspaper adverts and other publicity referring to events at Arenenberg require the prior consent of the Hotel. Approval for printing must be obtained from the Hotel if images or other publicity material of the Arenenberg is used.

6.1.5 Data Protection and Data Security

The Hotel undertakes to comply with the general provisions of data protection and data security. Guests' data is treated in strict confidence and is not passed on to third parties unless the Hotel is obliged by law or by court order to do so.

6.1.6 Applicable Law and Jurisdiction

In the event of disagreements, both parties will seek dialogue and attempt to reach an amicable settlement. Our business activity is based exclusively on Swiss law. The place of jurisdiction is Kreuzlingen.

6.1.7 Final Provisions

The invalidity of any individual clauses in the GTCs shall not affect the validity of the remaining provisions. The Hotel reserves the right to amend the GTCs at any time. Discrepancies can be recorded in writing in the respective event contract or booking contract. Provisions in the individual contract take precedence over the GTCs.

Arenenberg, July 2023