BEAUSITE
PARK HOTEL WENGEN

GENERAL TERMS AND CONDITIONS

Beausite Park Hotel & Spa, Wengen · valid from 22 November 2026

1. Scope

1.1 These General Terms and Conditions ("GTC") govern the legal relationship between **Beausite Park Hotel Wengen AG**, Am Wengi 1412c, 3823 Wengen, UID CHE-109.592.659, operator of the Beausite Park Hotel & Spa ("Hotel"), and its guests.

1.2 They apply to all contracts for accommodation, Restaurant Altitude, the bar, Beausite Spa, seminar and event rooms, vouchers and all related services of the Hotel.

1.3 The version of these GTC valid at the time the contract is concluded applies. The Hotel may amend the GTC at any time; amendments only apply to contracts concluded after their publication.

1.4 General terms and conditions of the guest or the booker only apply if the Hotel has expressly accepted them in writing before the contract is concluded.

1.5 Individual agreements in an offer, booking confirmation, group or event contract or in the conditions of a package take precedence over these GTC.

1.6 For bookings made through third parties (e.g. booking platforms, travel agencies, tour operators), the booking, payment and cancellation conditions agreed with the third party apply. In all other respects, in particular for the stay, house rules and liability, these GTC apply.

1.7 These GTC are written in German. In the event of any discrepancy between translations, the German version prevails.

2. Definitions

- **Guest:** any person who books or uses a service of the Hotel, including all persons staying under a booking.
- **Booker:** a person who books for others (e.g. a company, agency or organiser). The booker is jointly and severally liable with the guest for all obligations under the contract.
- **Group:** bookings of 5 or more rooms for the same period made by the same person or company or for the same event, even if they are made in several reservations.
- **Flexible rate:** rate with free cancellation up to the deadline stated in the booking confirmation.
- **Non-refundable rate:** discounted rate without the option of free changes or cancellation.
- **In writing:** also by email or via the Hotel's online booking system.

3. Conclusion of the contract

3.1 Offers from the Hotel are valid until the option date stated in them. Until the guest confirms, the Hotel may reassign provisionally reserved rooms or spaces. If the option expires unused, the offer lapses without further notice.

3.2 The contract is concluded as soon as the Hotel confirms a booking made in writing, by telephone, electronically or in person, and at the latest when the service is used. These GTC form part of the contract.

3.3 When booking via the Hotel's website or booking engine, the guest confirms before completing the booking that they have read and accept these GTC.

3.4 The person making the booking must be at least 18 years old. Minors may only stay when accompanied by a responsible adult.

3.5 Changes, additions and cancellations must be made in writing and only take effect once confirmed by the Hotel.

4. Prices

4.1 Unless stated otherwise, all prices are in Swiss francs (CHF) and include statutory VAT. The tourist tax is set by the regulations of the municipality of Lauterbrunnen and is shown in the offer or booking confirmation.

4.2 The Hotel uses daily prices that depend on season and availability. The price confirmed by the Hotel applies.

4.3 If statutory charges (e.g. VAT, tourist tax) are introduced or increased after the contract is concluded, the Hotel may adjust its prices accordingly.

4.4 Prices shown in foreign currencies are for information only. Invoicing is in CHF (see section 5.6).

4.5 If the guest later changes the number of rooms or persons, the services or the length of stay, the Hotel may recalculate the prices.

4.6 In the event of an obvious pricing or system error (e.g. an incorrectly loaded rate in the booking engine or on a booking platform), the Hotel is not bound by the incorrect price (Art. 23 et seq. Swiss Code of Obligations, CO). The Hotel informs the guest without delay and offers the booking at the correct price. If the guest does not accept, the booking is cancelled at no cost to either party and any payments made are refunded. Further claims are excluded.

5. Payment and security

5.1 **Flexible rate:** When booking, the guest provides a valid credit card via the secure link sent by the Hotel. The card is verified but not yet charged. Once the free cancellation period has ended (section 7.2), the full amount of the booking is charged automatically.

5.2 **Non-refundable rate:** The full amount is charged to the credit card at the time of booking. It is not refundable, including in the event of cancellation, change, no-show, late arrival or early departure. Vouchers cannot be redeemed. The guest name can be changed free of charge if the Hotel is notified in writing before arrival.

5.3 **Groups, events, packages and peak periods** (e.g. Christmas, New Year, Lauberhorn races): The Hotel may request a deposit or prepayment of up to 100% of the expected total amount when the contract is concluded. The due date is set out in the offer or contract.

5.4 If the credit card provided is invalid, or if a charge, deposit or prepayment is not made on time, the Hotel may withdraw from the contract without reminder and claim the cancellation fees under section 7.

5.5 At check-in, the Hotel may request a guarantee for incidental charges (pre-authorisation of the credit card or a cash deposit) of CHF 100.- per night. The guest authorises the Hotel to charge outstanding amounts from the stay (incidentals, cancellation and no-show fees, cleaning and damage costs under these GTC) to the credit card on file. The guest will be informed.

5.6 Unless otherwise agreed, the final invoice must be paid at the latest at check-out, in cash or with a card accepted by the Hotel. Cash payments in euros are accepted at the Hotel's daily exchange rate; change is given in CHF. The reception does not offer currency exchange.

5.7 Payment by invoice is only possible by prior agreement (e.g. for companies) and is subject to a processing fee of CHF 20.-. Invoices are payable within 30 days without deduction. The Hotel may charge CHF 20.- for each reminder; default interest of 6% is due from the date of default.

5.8 Bank charges and exchange rate differences are borne by the guest. The guest may not set off claims of the Hotel against their own claims.

5.9 Credit card data is captured and processed exclusively via the secure link of the payment service provider Datatrans (PCI DSS certified). The Hotel never asks for card details by email or telephone.

6. Arrival, departure and rooms

6.1 Rooms are available from 3.00 pm on the day of arrival. There is no entitlement to earlier access. Guests arriving earlier can leave their luggage and, where possible, use the spa.

6.2 Reception is staffed from 7.00 am to 11.00 pm. Arrivals after 6.00 pm must be notified to the Hotel by 3.00 pm on the day of arrival at the latest; arrivals after 11.00 pm must be arranged in advance. Without notice and without a credit card guarantee, the Hotel may release the room from 6.00 pm. Check-in before 5.00 am counts as a full night.

6.3 On the day of departure, the room must be vacated by 11.00 am. Late check-out until 1.00 pm is possible subject to availability and costs CHF 45.-; it is free of charge for direct bookings. If the room is vacated after 1.00 pm without agreement, the Hotel may charge 50% of the current daily room rate until 5.00 pm and 100% from 5.00 pm. The Hotel may remove items left in the room and store them for a fee.

6.4 The Hotel allocates rooms within the booked category. Requests for specific rooms, floors or views are taken into account where possible but are not guaranteed unless confirmed in writing.

6.5 If, in exceptional cases, the Hotel cannot provide a confirmed room, it may allocate a room of equal or higher standard or arrange equivalent accommodation for the guest in Wengen. In this case, the Hotel bears the additional costs for the first night and the transfer. Further claims are excluded.

6.6 The free shuttle between Wengen station and the Hotel runs for arrivals and departures from 7.00 am to 9.00 pm. Guests are asked to call the Hotel when they are in Lauterbrunnen. There is no entitlement to the shuttle outside these times.

7. Changes, cancellations and no-shows

7.1 Changes and cancellations must be sent to the Hotel in writing. The time of receipt by the Hotel (Swiss time) and the subsequent confirmation by the Hotel are decisive. A reduction in the length of stay, the number of rooms or the services counts as a partial cancellation.

7.2 **Individual bookings at the flexible rate**, unless otherwise stated in the offer, booking confirmation or package:

- up to 8 days before arrival: free of charge;
- from 7 days before arrival up to the day of arrival: 100% of the total amount.

During the festive season (arrival from 18 December to 9 January):

- up to 31 days before arrival: free of charge;
- from 30 days before arrival up to the day of arrival: 100% of the total amount.

The exact date of free cancellation is stated in the offer and in the booking confirmation.

7.3 **Non-refundable rate:** The booking can be cancelled at any time, but the total amount paid is not refunded, regardless of when the cancellation is made (see section 5.2).

7.4 **No-show, late arrival or early departure:** 100% of the booked services are charged. If the guest does not arrive on the day of arrival without notice, the Hotel may reassign the room for the following nights; the cancellation fees remain due.

7.5 For the flexible rate, the Hotel credits against cancellation, no-show and departure fees any income it earns from reletting the same rooms for the same period. There is no entitlement to reletting. No credit is given for the non-refundable rate.

7.6 For other special periods and events (e.g. Lauberhorn races, packages), the Hotel may set different conditions. These are stated in the offer or booking confirmation.

7.7 Bookings made through third parties can only be changed or cancelled through that third party and under its conditions.

7.8 The Hotel recommends taking out cancellation insurance. The Hotel is not a party to the insurance contract and is not liable for its benefits.

8. Groups

8.1 Group bookings (5 or more rooms, see section 2) only become binding once the booker has signed the order confirmation.

8.2 The Hotel does not accept group bookings during the summer high season from 1 June to 31 August. The same may apply to other peak periods.

8.3 Payments for groups, unless otherwise agreed:

- 90 days before arrival: deposit of 25% of the total amount;
- 60 days before arrival: 50% of the total amount in total;
- 30 days before arrival: 100% of the total amount; the Hotel issues an invoice for this.

8.4 The rooming list must be submitted no later than 21 days before arrival. The final number of persons for meals must be communicated no later than 72 hours before the event; at least this number will be charged.

8.5 Cancellation fees for groups, based on the cancelled rooms and services:

- up to 90 days before arrival: free of charge;
- 89 to 61 days before arrival: 25% of the total amount;
- 60 to 31 days before arrival: 50% of the total amount;
- from 30 days before arrival up to the day of arrival: 100% of the total amount.

Section 7.5 (credit for reletting) applies accordingly.

8.6 The booker is liable for all services used by participants and for any damage caused by participants, unless it has been agreed in writing that participants pay their own incidental charges.

9. Beausite Spa

9.1 The indoor pool, whirlpool, saunas, steam bath and fitness room are available to hotel guests free of charge during opening hours, and in summer also the natural swimming pond (weather permitting). External guests may only use the facilities in combination with a booked treatment. The spa rules are binding.

9.2 The sauna and steam bath area is open to guests aged 16 and over and is textile-free. Children may only use the indoor pool under the constant supervision of an accompanying adult. There is no lifeguard. Use of the facilities is at the guest's own risk.

9.3 **Treatments** must be cancelled in writing (by email) at least 24 hours before the appointment. Later cancellations and no-shows are charged at 100%. This also applies to treatments included in packages and vouchers; the corresponding value is forfeited.

9.4 If the guest arrives late, the treatment is shortened accordingly; the full price remains due.

9.5 Before the treatment, guests inform the therapists of any illness, pregnancy, allergies, medication and other health conditions. The Hotel accepts no liability for consequences of information not disclosed. If in doubt, guests should seek medical advice beforehand.

9.6 Temporary restrictions of individual spa facilities (e.g. due to maintenance, cleaning or weather) do not entitle the guest to a price reduction unless they are substantial.

10. Restaurant Altitude and bar

10.1 Allergies and intolerances must be reported to the service staff before ordering.

10.2 Meals included in half board or packages that are not taken are not refunded. During the restaurant's closing periods, the Hotel cannot offer half board; guests are informed of this when booking.

10.3 Bringing one's own food and drinks into the public areas is not permitted. A corkage fee may be charged for wine brought in.

11. Stay, house rules and safety

11.1 The room may only be used by the registered persons. Additional persons or letting the room to third parties require the Hotel's consent and will be charged.

11.2 All guests are required by law to register at check-in with a valid ID (registration form). The Hotel passes this information on to the competent authorities in accordance with the law.

11.3 The house rules are binding. Quiet hours apply from 10.00 pm to 7.00 am. Parties and events in the rooms are not permitted.

11.4 Room cards and keys remain the property of the Hotel. Any loss must be reported to reception immediately; replacement may be charged.

11.5 The guest is responsible for their use of the Wi-Fi and is liable for misuse and unlawful conduct. The Hotel does not guarantee uninterrupted availability.

11.6 Commercial photo, film and video recordings as well as drone flights on the Hotel premises require the Hotel's prior written consent.

11.7 The first renovation phase (kitchen, restaurant, bar, reception and lobby) has been completed. A further phase is planned from the end of 2028. The Hotel informs guests before arrival if building work is planned during their stay and takes care to keep disturbances to a minimum. Temporary inconvenience (e.g. noise, closure of individual facilities) only entitles the guest to a price reduction if it is substantial.

11.8 The Hotel may immediately expel guests who seriously harass or endanger other guests or staff, breach the house rules despite a warning or cause damage intentionally. The price for the booked stay remains due.

12. Smoking

12.1 The entire Hotel, including the rooms and all indoor areas, is non-smoking. This also applies to e-cigarettes, vapes and shishas. Candles, incense and open fire are not permitted in the rooms.

12.2 Smoking is only permitted on the room balconies and in the designated outdoor areas. Guests smoking on the balcony do so at their own responsibility: the balcony door must be kept closed, ash and cigarette butts belong in the ashtray and must not be thrown over the railing. Guests show consideration for neighbouring rooms and are liable for any damage, e.g. burn marks, smell in the room or fire.

12.3 If the smoking ban in indoor areas is breached, the Hotel charges a cleaning fee of CHF 350.- plus the room rate for any nights on which the room cannot be let as a result.

12.4 The costs of a fire brigade or alarm call-out triggered by a guest through smoking or improper behaviour are borne by the guest.

13. Dogs and other pets

13.1 Dogs are welcome but must be registered when booking. A charge of CHF 25.- per dog per night applies. Assistance dogs (e.g. guide dogs) stay free of charge. Other pets only by arrangement.

13.2 Dogs must be kept on a lead in public areas. They are welcome in the restaurant; they are not allowed in the spa and wellness area. Dogs must not be allowed on beds or upholstered furniture and must not be left alone in the room if they disturb other guests.

13.3 The guest is liable for all damage and soiling caused by their animal (Art. 56 CO). Additional cleaning will be charged.

14. Liability of the guest

14.1 The guest uses the rooms, facilities and equipment with care. The guest is liable for damage and loss caused by themselves, their companions, visitors, participants in their event or their animals.

14.2 Damage must be reported to reception immediately. The Hotel may charge the costs of repair, replacement and cleaning as well as any resulting loss of room revenue and debit them to the credit card on file (section 5.5).

15. Liability of the Hotel

15.1 The Hotel is liable in accordance with the statutory provisions. Liability for slight negligence is excluded to the extent permitted by law; this does not apply to personal injury. Liability for indirect damage and loss of profit is excluded to the extent permitted by law.

15.2 The Hotel is liable for items brought into the Hotel by guests in accordance with Art. 487 to 489 CO. Without fault on the part of the Hotel, liability is limited to CHF 1,000.- per guest. Money, jewellery, securities and other valuables must be kept in the room safe or deposited in the safe at reception; otherwise the Hotel is only liable for them in the event of its own fault.

15.3 Any damage must be reported to the Hotel immediately after discovery; otherwise any claims lapse (Art. 489 CO).

15.4 The Hotel is not liable for third-party services that it merely arranges (e.g. excursions, mountain railways, ski school, sports shops, transport, spa products of other brands). The conditions of the respective provider apply.

15.5 The Hotel handles wake-up calls, messages, mail and deliveries with care. It is only liable in the event of gross negligence or intent.

15.6 The Hotel keeps lost property for one month. On request, items are sent to the guest at the guest's cost and risk. After this period, the Hotel may dispose of or donate them.

15.7 Temporary technical faults (e.g. lift, Wi-Fi, heating, pool) only entitle the guest to a price reduction if they are substantial and the Hotel does not remedy them within a reasonable time.

16. Withdrawal by the Hotel

16.1 The Hotel may withdraw from the contract with immediate effect for good cause by written notice, in particular if:

- an agreed deposit, prepayment or credit card guarantee is not provided on time;
- rooms or spaces are booked under misleading or false information, e.g. regarding the person, the purpose of the stay or the number of persons;
- there is reasonable cause to believe that the stay endangers the operation of the Hotel, the safety of other guests or the reputation of the Hotel;
- the purpose of the stay is unlawful;
- bankruptcy proceedings have been opened against the guest or the guest has ceased payments;

- the guest seriously breaches these GTC or the house rules;
- force majeure makes performance of the contract impossible (section 17).

16.2 If the Hotel withdraws for a reason for which the guest is responsible, the guest owes the cancellation fees under section 7 or 8. In all other cases, payments already made for services not provided are refunded. Further claims of the guest are excluded.

17. Force majeure, arrival or departure made impossible

17.1 Force majeure means unforeseeable events beyond the control of the parties, e.g. avalanches, mudslides, rockfall, floods, earthquakes, severe weather, epidemics and official measures, war, terrorism, strikes and the officially ordered suspension of the railway connection to Wengen.

17.2 If the guest cannot arrive, or cannot arrive on time, due to force majeure, in particular due to the closure of the only access route (the railway from Lauterbrunnen to Wengen), the guest owes no price for the nights affected, provided they inform the Hotel immediately and prove that arrival was impossible. As soon as arrival is possible again, the contract continues for the remaining nights.

17.3 The following are in particular not force majeure: bad weather, snow and piste conditions, operating restrictions of mountain railways and the ski area, illness, personal or professional reasons and general travel warnings. The cancellation conditions apply in these cases (section 7).

17.4 If the guest cannot depart due to force majeure, the contract is extended for the duration of the impossibility at the booked rate, provided a room is available.

17.5 If the Hotel cannot provide its services due to force majeure, both parties are released from their obligations. Amounts already paid for services not provided are refunded or, with the guest's agreement, credited as a voucher.

18. Vouchers

18.1 Value vouchers can be redeemed for all services of the Hotel (accommodation, Restaurant Altitude, bar, spa treatments), except for bookings at the non-refundable rate and bookings made through third parties. Service vouchers are valid for the service stated on them.

18.2 Vouchers are valid for 1 year from the date of issue. For accommodation vouchers, the booking must be made before expiry. Expired vouchers are neither extended nor refunded.

18.3 Vouchers are not redeemable for cash. Any remaining value remains credited until expiry. Lost or stolen vouchers are not replaced.

18.4 For vouchers purchased in the online shop, the conditions of the shop provider also apply.

19. Data protection

19.1 The Hotel processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). Details can be found in the privacy policy on www.beausiteparkhotel.ch. It also applies to the spa website (spa.beausiteparkhotel.ch) and the Hotel's voucher shops.

19.2 The Hotel processes data for the booking and the stay, to comply with legal obligations (e.g. registration form, tourist tax, retention of accounting records for 10 years), for payment processing and for guest service. Health information (e.g. allergies, information for spa treatments) is only used for the service concerned.

19.3 The Hotel uses service providers, e.g. for hotel software, booking engine, channel manager, payment processing, digital guest portal, spa booking and voucher shop. They may also process data abroad; the Hotel ensures adequate protection.

19.4 The guest only receives newsletters and advertising with their consent or, for similar offers of the Hotel, as an existing customer with the option to unsubscribe at any time.

19.5 Guests may request access to, correction or deletion of their data and object to its processing: hotel@beausiteparkhotel.ch.

20. Final provisions

20.1 If any provision of these GTC is invalid, the remaining provisions remain valid. The invalid provision is replaced by a provision that comes as close as possible to its economic purpose.

20.2 Swiss law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law, to the extent permitted.

20.3 The place of performance is Wengen. The place of jurisdiction is Thun (Regional Court Oberland), Canton of Bern. Mandatory places of jurisdiction, in particular for consumers, are reserved.

Wengen, 22 November 2026

Beausite Park Hotel Wengen AG