

# Terms and Conditions Frutt Resort AG



## 1. Scope

The following terms and conditions govern the contractual relationship between the Frutt Resort AG and the hotel guest for the rental of hotel rooms at Hotel frutt Lodge & Spa, Hotel frutt Family Lodge as well as Hotel Gemsy.

## 2. Arrival and departure

- 2.1 The room will be available on day of arrival from 3:00 p.m. and on day of departure until 11:30 a.m.  
2.2 In the event you wish to access your room earlier than 3:00 p.m., we recommend you reserve one night earlier.  
2.3 If the room is still occupied after 11.30 a.m. on day of departure, we take the liberty of charging the following surcharges:

until 1:00 p.m. CHF 30  
until 3:00 p.m. CHF 50  
until 5:00 p.m. CHF 90

In the event of a departure after 5:00 p.m., we reserve the right to charge 100% of the room rate.

## 3. Packages

- 3.1 The hotel reserves the right to provide a limited number of rooms for packages. Therefore it is possible that, on occasion, no rooms are available for a specific package.  
3.2 Unclaimed package services cannot be refunded.  
3.3 The hotel cannot be held liable for services purchased from third parties.

## 4. Guarantee policy

- 4.1 Unless otherwise stated, all reservations must be guaranteed with a valid credit card for the time of your stay  
4.2 If the guest does not have a valid credit card, advance payment is required for all services booked at check-in.  
4.3 Reservations that have not been guaranteed with a valid credit card or a deposit may be released for rental from 4:00 p.m. on day of arrival without further notice.

## 5. Conditions for cancellation

The conditions for cancellation depend on the booked rate and the booked period.

- 5.1 For the "**Non-Refundable Rate**" the guest's credit card details are required. Upon booking, the guest accepts that the full price of the stay will be deducted from his/her credit card. In the event of erroneous booking by the guest, the booking must be cancelled within a period of 24 hours. The amount charged to the credit card will be credited immediately. After this 24-hour period, the amount will not be refunded in the event of cancellation or change of dates of stay. The "**Non-Refundable Rate**" is not available for group and package reservations.  
5.2 The "**Best Available Rate**" can be cancelled free of charge up to 7 days prior to arrival outside of [school holidays of the Canton of Obwalden \(Switzerland\)](#). After that time we charge 100% of the booked service. During the holiday periods, the following cancellation conditions apply:

Up to 30 days prior to arrival  
free cancellation  
29 to 11 days prior to arrival  
50% of the package price  
from 10 days prior to arrival  
100% of the package price

5.3 For Package Deals the following cancellation conditions apply:

Up to 30 days prior to arrival  
free cancellation  
29 to 11 days prior to arrival  
50% of the package price  
from 10 days prior to arrival  
100% of the package price

5.4 Early departure and / or late arrival will be treated as "No show" and the missed nights will be charged in full.

## 6. frutt TravelCare

The frutt TravelCare is an additional service, subject to charge, available to our hotel guests. To use this service, frutt Travel Care must be booked with your reservation

- 6.1 Services of frutt TravelCare  
- Unconditional cancellation up to 24 hours before arrival  
- Reduction of cancellation costs by 30% of the agreed price  
- Issue of a voucher for the amount of 70% of the package price  
6.2 The service frutt TravelCare is not available  
- In combination with group and package reservations  
- During the [holiday periods of the Canton of Obwalden](#)

## 7. Liability

- 7.1 Guests are liable to the frutt Resort AG for all damages, losses or other damages caused by him/her.  
7.2 Smoking in the guest rooms and open areas of the hotels apart from the designated smoking areas is not permitted. Violation of this rule will lead to a fine to the amount of CHF 500 as compensation for cleaning the area or room.  
7.3 Under no circumstance is the hotel liable for any services merely supplied to the guest.  
7.4 Under no circumstances is the hotel liable for any loss or damage of any luggage during transportation.  
7.5 The hotel can withdraw from the contract in the event of force majeure which makes the arrival / departure impossible (e.g., bad weather, breakdown of cable car). The hotel cannot be held liable for costs incurred due to such cancellations. We recommend that guests take out travel insurance.

## 8. Final Provisions

- 8.1 The court of jurisdiction is Sarnen, Obwalden, Switzerland. Any contract or agreement shall be governed exclusively by Swiss law.  
8.2 The Frutt Resort AG reserves the right to change these terms and conditions at any time.

## 9. Contractual partner

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