

## General Terms and Conditions, Fortress Vitznau Association

\*The following General Terms and Conditions (AGB's) in English were merely translated from the German original text solely for information purposes for English visitors to the website. The German text version dated 01.01.2009 is legally binding\*

The Fortress of Vitznau is run and maintained by the Fortress Vitznau Association (official German name : Verein Festung Vitznau, VFV, hereinafter known as „VFV“.). The following general terms and conditions listed below are valid for all services that are offered by the VFV to groups. Printed flyers can be amended/updated with new editions of specific services and prices at any time by the VFV, or with special written confirmation from the reservation center of the VFV. Therefore the only valid flyers can be found in the official website : [www.festung-vitznau.ch](http://www.festung-vitznau.ch). Any other electronic copy and/or service offers obtained on the Internet are not binding for the VFV ; only the current publications are binding. The publication of prices and the scope of services rendered regarding offers for the Vitznau Fortress is prohibited without the consent of the VFV and any conditions attached therewith. Every publication of prices and services has to be specifically authorized and approved by the VFV before it's publication. Infringements will be prosecuted accordingly. The VFV is the owner of the brand name : Festung-Vitznau (engl. Fortress Vitznau).

### Reservations

Reservations have to be made using the published reservation center mentioned in the website [www.festung-vitznau.ch](http://www.festung-vitznau.ch) directly. If another reservation center, other than the official one, is used to make a reservation to visit the fortress, be it written or oral, the VFV is not obligated to deliver any services. The same is the case if reservations are made with the service provider personally. A reservation is bound with a specific date and time limit. Provided that the availability of the fortress or the service provider has been confirmed, the reservation must be concluded 7 days (with meals and apéritifs) and 48 hours before arrival (only for sightseeing tours of the fortress). Package offers must be reserved 10 days before the arrival date. Definite reservations are binding. Provisional reservations are possible, but can be cancelled without prior notice if another definitive booking is transacted in the meantime. Provisional reservations will not be confirmed and remain itemized in the booking list only up to 30 days before the arrival date. Only definite bookings are always confirmed in writing (email, letter, fax) and are considered binding.

### Prices

Unless otherwise stipulated, the prices are per person and to be rendered in Swiss Francs. Cash payments will be converted into Swiss Francs using the daily imposed official rate of exchange.

### Charging/Accounting

The number of participants can be altered up to 12 hours before the actual tour-only version of the fortress, and 72 hours before the tour if it includes meals, aperitifs or overnight stay. This change can be done either in writing or orally. Changes that arrive later than the mentioned time limit will not be considered and will be charged according to the original head count.

The specified number of persons will be charged to the billing address for all meals/overnight stay. All prices are based on a minimum group size. If the size of the group is under this stipulated group size, the price of the minimum group size will be automatically applied. Valid prices and group sizes are those published on the website : [www.festung-vitznau.ch](http://www.festung-vitznau.ch) .

Maintenance and/or cleaning costs for damages or impurities caused to fortress facilities or installations, or to the affiliated service provider by the tour group, will be charged and sent to the stipulated billing address. Additional expenses caused by the group to the service provider (VFV or authorized company) can be added to the bill accordingly, mentioning the reason and including a list of repair work that had to be done. Notably, late arrivals of the groups can also lead to additional expenses which can also be charged extra. Arrivals later than 60 minutes from the original arrival time will be considered as annulments and the VFV is freed from providing her services. However, the stipulated services can be charged to the group according to the conditions of annulment and the annulment fee list without the VFV having to render any services.

### **Invoice Payment**

Payments of bills are to be made to the VFV during the statutory period as mentioned in the invoice. If the deadline is not met, the VFV is authorized to demand an overdue charge which will be added to the end invoice. The overdue charge can be imposed repeatedly and billed several times accordingly if necessary.

### **Advance Payments**

The VFV can demand an advance payment when a reservation is made. The payment must be credited to the stipulated account of the VFV 48 hours before the arrival date at the latest. If late or no money transaction takes place within the time limit mentioned, the VFV will be freed from any obligation to render her services. Advance payments will be regarded as down payments and will be deducted from the sum of the end invoice accordingly.

### **Check In / Check Out**

The check-in time for overnight stays is 18 :00, onwards ; check-out time is 10 :00 at the latest. Earlier and/or later check-in/check-out times will be charged ; CHF 70.00 for every hour and part thereof. With seminars, the charge for every hour and part thereof for the security service will amount to SFR. 40.00. Personnel that have been recruited by the VFV for the venue will also be compensated for their overtime.

### **Annulment Conditions**

If a definite Reservation is annulled, the official reservation center on the website [www.festung-vitznau.ch](http://www.festung-vitznau.ch) has to be contacted personally, either orally or in writing (email, letter, fax) and duly informed. Oral annulments on recording devices e.g. COMBOX, answering machine, are not valid. Handling of the annulment request is the receipt date of the message in the reservation center. The reservation center can only be contacted during business hours as stipulated on the website [www.festung-vitznau.ch](http://www.festung-vitznau.ch) . On weekends and public holidays, the next working day is considered valid. If a definite annulment is requested, the following costs will be charged per reservation :

## Annulment Fees List

No.	Def. Reservation of	Conditions	Fee
1	Tour only	More than 6h before agreed time	Free of charge
	Tour only	Less than 6h before agreed time	Flatrate CHF 100.00
2	Apéro small Coffee +Croiss.	More than 6 h before agreed time	Free of charge
	Apéro small Coffee + Croiss	Less than 6h before agreed time	Flatrate CHF 50.00
3	Apéro large	More than 72h before agreed time	Free of charge
	Apéro large	72h till 24h before agreed time	Flatrate CHF 50.00
	Apéro large	Less than 24h before agreed time	100%
4	Meal	More than 72h before agreed time	Free of charge
	Meal	72h till 24h before agreed time	Flatrate CHF 50.00
	Meal	Less than 24h before agreed time	100%
5	Flatrate	More than 72h before agreed time	Free of charge
	Flatrate	72h till 24h before agreed time	50%
	Flatrate	Less than 24 before agreed time	100%
6	Exrta orders	According to cost and work	100%
7	Extra required services	According to cost and work	100%
8	Crossbow Archery	More than 24h before agreed time	Free of charge
	Crossbow Archery	Less than 24h before agreed time	Flatrate CHF 10.00
9	Cinema	More than 24h before agreed time	Free of charge
	Cinema	Less than 24h before agreed time	Flatrate CHF 10.00
10	Beamer and/or screen	More than 24h before agreed time	Free of charge
	Beamer and/or screen	Less than 24h before agreed time	Flatrate CHF 10.00

Reservations which include extra services will influence the sum of the annulment fees accordingly . In the cases of an earlier departure or only a partial claim of the reserved and agreed services, no reimbursement, either full or partial, can be granted.

### Exception

The VFV has the right to accept or decline a definite reservation according to her better judgement or to express a mental reservation. In all cases, an explanatory/justified reason is necessary.

### Service Provisions

The VFV commits herself to render the agreed services and on the agreed times, stipulated in the definite reservations that have been duly listed and confirmed by the reservation center in the website [www.festung--vitznau.ch](http://www.festung--vitznau.ch). Changes due to technical or organizational problems are possible, and can be taken by the VFV at any given time and will be duly reverted to Management Group by the responsible person in charge of the particular venue.

There is no obligation for the VFV to render her services if the minimum number persons in a venue group is not fulfilled.

### **Third Party Liability and Diligence**

The VFV does not take any responsibility for theft and damage of private property, objects, vehicles, clothes and other material. Insurance is in the hands of the participants. If the VFV is not able to comply with the defined services due to unforeseen circumstances beyond her control (force majeure), the association will not be held liable for any costs that have arisen from the side of the venue participants.

The expenses resulting in repairs or replacement of installations, furnishings, fixtures and fittings caused by wilful damage, vandalism, as well as theft of weapons and other military fixtures will be charged to the invoice recipient.

### **Court of Jurisdiction**

The contract and all its terms are subject to the law of the Swiss Confederation.. Place of jurisdiction is CH-6354 Vitznau

### **Implementation**

The Terms and Conditions of the Vitznau Fortress Association have been implemented on 1st November 2007, and are effective in their entirety as from this date.

### **Addendums/Amendments**

- 01.01.2009 Paragraph « Invoice Billing » was amended, as well as price alterations.

01. January 2009

Verein Festung Vitznau (VFV)  
The President : sig. Alex Waldis