

## General terms and conditions of business

Seminars, banquets, conferences, room reservations

These “General terms and conditions of business” regulate the contractual relations between yourself as the event organizer and the Seehotel Hermitage (subsequently referred to as the “Hermitage”).

### 1. Reservations

A contract is concluded between the event organizer and the Hermitage if

- a. A quotation from the Hermitage has been confirmed in writing by the event organizer
- b. An enquiry from the event organizer has been reconfirmed in writing by the Hermitage

Any amendments to the contents of the contract are only binding if confirmed in writing by the Hermitage.

#### 1.1 Quotations

The acceptance deadline for quotations issued by the Hermitage is 10 days unless otherwise agreed. On expiry of this deadline, the Hermitage is no longer obliged to honour its quotation. The Hermitage reserves the right to withdraw from a quotation for important reasons.

#### 1.2 Options

Options are binding for both parties during the agreed options time limit. On expiry of the option time limit, the Hermitage reserves the right to reassign the reserved dates and services. Unless otherwise agreed, the options are limited to two weeks.

### 2. Changes in the number of participants

The event organizer undertakes to inform the Hermitage as early as possible about any changes in the number of participants. Basically, the Hermitage will endeavour to reassign any reservations not required at the same terms. If successful, the event organizer will not be charged.

2.1 At least 3 days prior to the date of the event, the Hermitage must be informed of the final, binding number of participants, which will form the basis for billing. If more participants than announced take part in the event, the actual number of participants will be billed for. In the event of a reduction in the number of participants by more than 5% compared with the binding number announced, the event organizer will be charged for 100% of the agreed services for each participant who fails to attend.

2.2 In the event of a reduction in the number of participants by more than 10% compared with the number agreed in the reservation confirmation, the Hermitage will charge as follows for each participant who fails to attend:

- Up to 30 days prior to the event	No charge
- 29 to 10 days prior to the event	50% of the agreed services
- 9 days or fewer prior to the event	100% of the agreed services

### **3. Withdrawal by the event organizer**

3.1 The Hermitage must be informed in writing as early as possible about event cancellations. Cancelled banquets, seminars and room reservations involving more than 5 rooms are subject to the following cancellation charges:

- 90 to 60 days prior to the agreed date	30% of the services reserved
- 59 to 30 days prior to the agreed date	60% of the services reserved
- 29 to 8 days prior to the agreed date	90% of the services reserved
- 7 to 0 days prior to the agreed date	100% of the services reserved

Advance payments will not be reimbursed if banquet events are cancelled.

3.2 An event organizer can cancel reservations for up to 4 rooms up to 48 hours in advance of arrival at no charge. Later cancellations or premature departure will be charged at 100% of the agreed room rate for the first/following night of the stay originally booked.

3.3 If the reserved services (meals and beverages) were not specifically stipulated, CHF 100 per person will be used as a basis for billing.

### **4. Withdrawal by the Hermitage**

4.1 If the Hermitage has well-founded reasons to assume that the event or the arrangement might jeopardize the troublefree operation, safety or reputation of its hotel business or if the event organizer fails to comply with the agreed down-payment arrangements in accordance with §8.1 of these 'General terms and conditions of business', the Hermitage is entitled to cancel the reservation agreement at any time without compensation. Under no circumstances is the event organizer entitled to claim damages from the Hermitage.

## 5. Period of usage of function rooms and hotel rooms

5.1 The period of usage of function rooms by the event organizer is set forth in the quotation as well as in the reservation confirmation. The Hermitage is free to use these facilities at any time outside of these agreed times.

5.2 Hotel rooms are generally ready for occupancy from 3 p.m. on the day of arrival. Rooms must be vacated by 10.00 a.m. on departure day. If the room is not vacated by 10.00 a.m., the hotel is entitled to charge 50% of the room rate. For departures after 6.00 p.m., 100% of the room rate will be charged.

5.3 Room reservations that have not been claimed by 6.00 p.m. on the day of arrival at the latest can be reassigned by the Hermitage. This does not apply if a later arrival time has been specifically arranged, if the reservation has been confirmed with a credit card number or if prepayment has been made.

5.4 Evening events must finish at the official closing time of 00.30 a.m. If the event extends beyond this specified time, an extension fee of CHF 4 per person and hour according to the binding number of participants announced in accordance with §2.1 of these 'General terms and conditions of business' will be charged to the event organizer.

## 6. Rental of function rooms

No charge is generally made for function rooms for banquets. A charge is made for function rooms if the number of guests in the premises reserved falls short of the following minimum number of people. This is based on the number of people stated by the customer 3 days before the event and confirmed by the Hermitage. The Hermitage reserves the right to select a smaller function room if the requirement for the minimum number of people is not met within the deadline of 3 days before the event and to reassign the originally reserved premises for use by others.

Mercures	Fewer than 20 people	CHF 1,000
Etoiles	Fewer than 50 people	CHF 1,500
Etoiles and Mercure 1	Fewer than 80 people	CHF 1,750
All function rooms	Fewer than 100 people	CHF 3,000

## 7. Provision of own food and beverages

Event organizers are basically not permitted to provide food and beverages. Any exceptions to this require written agreement with the Hermitage.

## 8. Terms of payment

Invoices from the Hermitage are due for payment without any deductions within 10 days of the date of invoice.

8.1. The Hermitage reserves the right to request a down-payment of 50% of the agreed services or another individually agreed prepayment. For reservations with a foreign billing address or reservations from abroad, advance payment of 100% of the reserved services can be demanded. If the event organizer fails to make the down-payment on time, the Hermitage is entitled to withdraw from the contract in accordance with §4.1 of these 'General terms and conditions of business'. The down-payment will be charged in each case in accordance with §3.1. to §3.3. of these 'General terms and conditions of business'.

## **9. Liability**

9.1 The Hermitage is liable to the customer for any damage caused deliberately or through gross negligence whether related to the contract or not. The customer must provide proof of blame. Liability for damage due to slight negligence as well as liability without blame is explicitly excluded.

9.2 The Hermitage rejects any liability for the theft of or damage to items, clothing or materials brought onto the premises by customers, the event organizer, speakers, participants or third parties. This also applies to vehicles parked in the hotel car park.

9.3 The customer is liable to the Hermitage for all damage and loss caused by himself or his vicarious agents, guests or participants, without the Hermitage having to prove that the customer was at fault.

9.4 For services provided by third parties, the Hermitage acts in the name of and for the account of the purchaser. The purchaser is liable for care and the proper return and releases the Hermitage from any claims.

9.5 The lighting of fireworks is not permitted. Releasing sky lanterns requires prior agreement by the Hermitage. The customer is solely liable for any damage and third-party claims in all cases.

## **10. Applicable law/seat of jurisdiction**

Swiss law will apply exclusively to reservation agreements including the 'General terms and conditions of business' and any supplementary agreements as well as any contracts concluded on the basis of these. The sole seat of jurisdiction for all disputes arising from these terms and conditions of business is Lucerne.

## **11. Final clauses**

11.1 The Hermitage reserves the right to amend prices at any time.

11.2 Any amendments to these 'General terms and conditions of business' must be made in writing.

Lucerne, June 2016