



General Terms and Conditions for Events

Applicability

1. These Terms and Conditions apply to contracts for the use of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, etc., as well as all other associated services and goods provided by the hotel.
2. All goods and services provided by the hotel shall be exclusively governed by the present terms and conditions. The hotel and the customer shall be bound by the terms and conditions.
3. The hotel shall not be bound by conflicting terms and conditions of the customer.

Conclusion of contract; parties; liability; limitation period

1. The customer may book an event or other services of the hotel by phone, e-mail, fax or letter. The customer's application shall indicate the date, duration (including the time of beginning and ending of the event) and the type of the event, the rooms and services to be provided by the hotel as well as the number of persons which will attend the event. The contract is validly established through the hotel's acceptance of the customer's application by means of a written confirmation (by e-mail, fax or letter).
2. The parties to the contract are the hotel and the customer. Thereby, "customer" means the person to which the services of the hotel are provided. The booking of services by a third party on behalf of the customer must be indicated in the application and requires the written approval of the hotel. If a third party books the hotel room on behalf of the customer, the third party and the customer are liable to the hotel as joint and several debtors for all obligations arising from the hotel accommodation contract.

Performances, rates, payment, set-off

1. The hotel is obligated to render the services booked by the customer and agreed by the hotel.
2. The customer is obligated to pay the hotel's prices agreed for such services. This also applies to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices are indicated in CHF and include applicable value-added tax as required by law. City tax is not included.
4. If the period between conclusion and fulfilment of contract exceeds four months, and if the rate generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed rate to a reasonable extent, but not by more than 10 percent.
5. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of participants, the hotel's services or the length of guests stay and the hotel consents to such changes.
6. The rates and prices for the services provided by the hotel

is, in general, invoiced at the ending of customer's event, but the hotel may, in its sole and absolute discretion, also invoice the prices for individual services at any time before the ending of the event or send the invoice to the customer after the ending of the event by mail. The prices for services provided by the hotel are due and payable without deduction at the time of receipt of the invoice.

7. In case of delayed payment, the hotel is entitled to charge default interest in the amount of 5% of the invoice total. The hotel reserves the right to claim damage in excess thereof.
8. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of contract or the reafter. It shall inform the customer about the amount of the required advance payment and the due date in the booking confirmation or in a separate e-mail, fax or letter. If the advance payment is not made until the indicated due date, the hotel is no longer bound to the contract and no longer obliged to provide any services to the customer.
9. The customer may not withhold or set-off claims of the hotel without the consent of the hotel.

Rescission by customer (cancellation)

1. Rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If it is not given, then the charges agreed in the contract must be paid even if the customer does not avail himself of contractual services. This does not apply in cases of delayed performance for which the hotel is at fault.
2. In particular, the hotel is entitled in case of rescission by the customer to charge the room rent (whole day rate according to the pricelist of the hotel).
3. Furthermore, the hotel is entitled to charge an amount for Food sale calculated on the following formula: banquet menu price x the number of attendees. If no price had yet been agreed for the menu, the least expensive three-course-menu of the current banquet quotations may be charged.
4. The hotel reserves the right to claim damage in excess of the room rent and the amount for Food sale.
5. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel by the agreed date, to the extent there is no delay in performance by the hotel or of impossibility of performance by the hotel for which the hotel is at fault.

Rescission by hotel

1. To the extent a right of rescission within a certain period was agreed in writing for the customer, the hotel is entitled

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for its part to rescind the contract during that period if , there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.

2. Moreover, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
3. The hotel must notify the customer without delay that it is exercising its right of rescission.
4. The customer can derive no right to compensation from justified rescission by the hotel.

Changes in number of participants and time of event

1. If the number of participants changes by more than 10 percent, the banquet department must be informed at least 5 business days before the start of the event. The hotel must approve such changes.
2. The hotel in its charges will acknowledge a drop in the number of participants of no more than 10 percent. For changes exceeding this percentage, the originally stated number of participants minus 10 percent will be charged.
3. If the number of participants changes by more than 10 percent, the hotel is entitled to reset the agreed prices and to change the confirmed room space.
4. If the event's agreed starting or ending times change without the hotel's prior written consent, the hotel may charge for the added cost of stand-by service.
5. Events continuing after eleven pm will be charged separately due to the additional costs of service personnel. The hotel will charge for the number of service team members as agreed in the contract. The hotel does not guarantee for a specific room and is allowed to make changes of room attribution any time.

Changes of set up or technical requirements

1. The customer is obligated to inform the hotel at least three business days before the event starts if there might be any changes on contracted services of set up, technical requirements or decoration. The hotel must approve such changes and charge in cases for extra costs. Bringing food and beverages. The customer undertakes not to bring food or beverages to events without the prior written

consent of the hotel. If the hotel accepts that the customer brings food or beverages to an event, a charge will be made to cover overhead expenses.

Technical facilities and connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties at the customer's request, it does so on behalf, by authority and to the charge of the customer. The customer is responsible for the costs of the equipment as well as the careful handling and proper return of the equipment. The customer releases the hotel from all third-party claims arising from the provision of facilities or equipment.
2. Written consent of the hotel is required for using the customer's electrical systems on the hotel's electrical circuit. The customer is liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment. The hotel may charge a flat fee for electricity costs incurred through such usage. The customer is entitled to use own telephone, telefax and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
3. If suitable equipment of the hotel remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
4. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. Payment may not be withheld or reduced because of such malfunctions.

Loss of or damage to property brought in

1. Objects for exhibit or other items including personal property of the customer or the persons attending the event brought into the event rooms/hotel are there at the risk of the customer. The hotel is not liable for any loss, destruction or damage to or of such objects, unless the customer and the person attending the event respectively prove that the hotel has caused the damage, destruction or misappropriation by willful misconduct or gross negligence. The customer's or participant's claims are forfeited if he fails to report any loss or damage to the hotel immediately.
2. Decorations brought in must conform to the fire code. The hotel is entitled to require official evidence thereof. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the objects remain in the room used for the event, the hotel may charge rent for the period they remain there. The hotel reserves the right to claim damage in excess thereof.
4. Packing material and garbage have to be removed by the customer, otherwise the hotel will charge for the respective costs.

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Customer's liability for damage

1. The customer is liable for any damage to building or furnishings or any other damage caused by persons attending the event, employees, other third parties associated with the customer and the customer him- or herself.
2. The hotel may require the customer to provide reasonable security (e.g. insurance, security deposits, sureties).

Liability of the hotel

1. Any claim against the hotel for damages or loss and any warranties of every type and kind are excluded, unless the customer proves that the hotel has caused the damages or loss by wilful misconduct or gross negligence. The hotel is not liable to the customer for any claims, damages or loss of profit which may be suffered by the customer in any respect for incidental, special, consequential, direct or indirect damages of any kind arising out of or in relation to the services of the hotel, unless the customer proves that the hotel has caused the damages or loss by willful misconduct or gross negligence. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer undertakes to contribute reasonable assistance in remedying the disruption and minimizing any possible damage.
2. The hotel is not liable for any damage, destruction or misappropriation of personal effects brought onto the premises, unless the customer or the persons attending the event prove that the hotel has caused the damage, destruction or misappropriation by willful misconduct or gross negligence. The customer's or participant's claims are forfeited if he fails to report any loss or damage to the hotel immediately (art. 489 sect. 1 CO).
3. If a parking space is provided to the customer or persons attending the event in the hotel garage or a hotel parking

lot, also against payment, no contract for safekeeping is established. The hotel is not liable for any loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and neither their contents, unless the customer and the person attending the event respectively prove that the hotel has caused the damage, destruction or misappropriation by willful misconduct or gross negligence. This also applies to vicarious agents of the hotel. The customer's or participant's claims are forfeited if he fails to report any damage, destruction or misappropriation to the hotel immediately.

4. The hotel carries out wake-up calls with the greatest possible diligence. Damage compensation claims are precluded hereby, excepting cases of gross negligence or intentional acts.
5. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). Damage compensation claims are precluded hereby, excepting cases of gross negligence or intentional acts.

Final provisions

1. Changes or amendments to the contract or these Terms and Conditions for Events must be made in writing. Unilateral changes and supplements by the customer are invalid.
2. Place of performance and payment is the location of the hotel's registered office.
3. The contract is governed by and construed in accordance with Swiss law. Then exclusive **place of jurisdiction is Thun**.
4. Should individual provisions of these General Terms and Conditions for Events be invalid or void, the validity of the remaining provisions remains unaffected thereby. For the rest, the statutory provisions apply.

Stand März 2020

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