

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. SUBJECT OF THE CONTRACT

The subject of the contract is the provision by Hotel Schweizerhof Lucerne of conference, banqueting and meeting rooms and hotel bedrooms, together with other services required for the organisation of the particular event.

2. OBLIGATIONS OF THE ORGANISER

2.1. USE OF THE PREMISES

The organiser is required to notify all necessary details to Hotel Schweizerhof Lucerne no later than 14 days before the event.

The organiser will notify the definitive number of participants to Hotel Schweizerhof Lucerne no later than two working days before the event.

If a smaller number of persons than those definitively registered take part in the event, the expenditure for the number of participants definitively registered will be billed. If the number of participants exceeds the definitively registered number, the actual number will be billed. If changes are made to the original number of participants, Hotel Schweizerhof Lucerne shall be entitled to adapt the premises to be provided for the occasion. Any additional third party costs incurred as a result will be charged to the organiser.

2.1.1 Changes to equipment

The equipment as requested and confirmed shall be regarded as final. Should the organiser require changes to be made at short notice, such that Hotel Schweizerhof Lucerne is obliged to devote a substantial amount of time to this task, a price supplement will be charged to the organiser.

2.1.2 Reimbursement of expenses

To the extent that Hotel Schweizerhof Lucerne procures technical equipment or other services from third parties for the organiser, it is acting in the name and on behalf of the organiser. The organiser undertakes to reimburse all expenditure and outlay incurred by Hotel Schweizerhof Lucerne for the correct performance of the order to Hotel Schweizerhof Lucerne and to release said hotel from obligations entered into. The organiser shall be liable for the careful use and proper return of the technical equipment rented on his instructions.

2.2. START AND FINISH OF THE EVENT

The start and finish of the event shall be specified in the contract. Changes to the agreed times shall require the consent of Hotel Schweizerhof Lucerne.

From 00.30 onwards (statutory closing time), we charge CHF 250.00 per hour for every hour or part thereof (hours worked by service staff).

2.3. BOOKINGS

Option dates are binding on both parties. On the expiry of the option dates, Hotel Schweizerhof Lucerne shall be entitled to dispose otherwise of the booked premises.

2.4. FOOD & BEVERAGES

Food and beverages must in principle be procured from Hotel Schweizerhof Lucerne. In exceptional cases, and with the consent of Hotel Schweizerhof Lucerne, the organiser may entrust catering to a third party but Hotel Schweizerhof Lucerne will charge a service fee or corkage.

The organiser shall notify the final choice of menu and wine no later than 14 days before the event.

2.5. ADVERTISING

Newspaper and other advertisements referring to events in Hotel Schweizerhof Lucerne shall require the prior consent of Hotel Schweizerhof Lucerne. A proof copy must be sent to Hotel Schweizerhof Lucerne for approval if pictures or logos of the Hotel Schweizerhof Lucerne and/or other advertising material are used.

2.6. DELIVERIES

No storage space is available in Hotel Schweizerhof Lucerne for exhibition materials or technical equipment brought to the hotel. You are asked to deliver your goods at the latest possible opportunity and to collect them again within 24 hours of the event. If goods have to be delivered in advance, the organiser must obtain the consent of Hotel Schweizerhof Lucerne. Hotel Schweizerhof Lucerne declines all liability for damage and theft.

2.7. GUARANTEE

Faults in technical equipment made available by Hotel Schweizerhof Lucerne shall be remedied immediately by the technical personnel and therefore do not give any entitlement to a reduction of the package price. If a fault cannot be remedied, the package price will be reduced by the rental fee for the technical equipment.

3. PAYMENT AND CANCELLATION TERMS

The billed amount shall be payable without any deduction within 10 days of the date of the invoice. In the event of late payment, interest on arrears shall be charged at 5%. Hotel Schweizerhof Lucerne is entitled to require the organiser to pay an appropriate advance instalment on signing the contract or on an agreed date.

Hotel Schweizerhof Lucerne shall assume that an overall bill is to be sent to the organiser. If the organiser wishes a special form of billing, or a particular breakdown of the bill, this must be notified before the event. In such cases too the organiser shall be liable for any bills which remain unpaid.

3.1. INSTALMENTS

Dates	Required instalment on or before the specified date.
6 months before arrival	10% of total accommodation charge or total turnover
120 days before arrival	30% of total accommodation charge or total turnover
60 days before arrival	50% of total accommodation charge or total turnover

3.2. LIABILITY FOR PAYMENT

If the client is not at the same time the organiser, he shall bear joint and several liability with the organiser for the entire invoiced sum. This liability shall likewise extend to other services procured by the event participants unless direct payment has been expressly agreed.

3.3. WITHDRAWAL FROM THE CONTRACT BY THE ORGANISER

If the event is cancelled for reasons attributable to the organiser, the organiser undertakes to reimburse the following costs:

- **Use of seminar and conference rooms**

Days before the event	Cancellation charge
45 to 15 days	Room rental
14 to 3 days	Room rental +50% of lost turnover
2 days or less prior to the event day	Room rental +75% of lost turnover

The basis of calculation of the lost turnover shall be the minimum prices applicable according to the current hotel documentation when the contract was signed.

- **In the event of use of banqueting rooms**

Days before the event	Cancellation charge
45 to 20 days	20% of agreed service
19 to 10 days	50% of agreed service
9 to 3 days	60% of agreed service
2 days or less prior to the event day	80% of agreed service

- **When hotel rooms are booked**

Hotel Schweizerhof Lucerne must receive a final room list five days before the event or arrival.

Days before arrival date	Cancellation charge
90 to 60 days	20% of lost accommodation turnover
59 to 30 days	50% of lost accommodation turnover
29 to 15 days	70% of lost accommodation turnover
14 to 3 days	80% of lost accommodation turnover
2 days or less before arrival	100% of agreed accommodation turnover

These rules apply if more than 10% for the original room block are returned no later than 48 hours prior to arrival. Within the 48 hour period the cancelled rooms will be charged at full rate.

- **Cancellation policy for individual guests**

A reservation will be considered as confirmed upon receipt of a credit-card guarantee covering the appropriate amount.

Cancellation is free of charge only if made 48 hours prior or more to the previously confirmed arrival date.

In the event of cancellation less than 48 hours before booked arrival date (or early departure), guest will be billed for their room(s) for the first (or following night).

3.4. SUBSTITUTE TENANT

If a replacement tenant can be found for the premises referred to above, the organiser shall be released from the obligation to provide compensation. However, this shall not apply to preliminary services effectively provided by Hotel Schweizerhof Lucerne, which must be paid for in all cases by the organiser.

4. OVERBOOKING

4.1. OVERBOOKING BY HOTEL SCHWEIZERHOF LUCERNE

If for any reason Hotel Schweizerhof Lucerne is unable to make the booked rooms available, it undertakes to organise accommodation of equivalent quality and will pay all transport or accommodation costs incurred in this connection in excess of the contractual price.

4.2. OVERBOOKING BY THE ORGANISER

In the event of overbooking of the agreed quota by the organiser, Hotel Schweizerhof Lucerne reserves the right to reallocate the guests to an equivalent hotel at the organiser's expense.

5. SUISA Fee

According to law every organiser of an event with musical entertainment is obliged to inform SUISA (The Swiss Society for the Rights of Authors of Musical Works).

SUISA
Bellariastrasse 82
Postfach 782
CH-8038 Zürich

phone: +41 44 485 66 66
fax: +41 44 482 43 33
www.suisa.ch

6. LIABILITY FOR DAMAGE

The organiser shall be liable for loss and damage caused by his staff and/or event participants.

Our events premises are historic monuments and cannot be insured against damage by third parties. Any damage caused during an event through the fault of the organiser to the floor, halls, pillars etc. may be billed to the organiser. The organiser shall not suspend any items by means of adhesive tape, nails etc. without the consent of Hotel Schweizerhof Lucerne.

No additional decorative material may be used without the express consent of Hotel Schweizerhof Lucerne. The organiser is responsible for ensuring that the decorative material used by him with the consent of Hotel Schweizerhof Lucerne complies with the Fire Brigade regulations. Decorative materials provided by the organiser must be taken away at the end of the event. Material which is not removed will be disposed of by Hotel Schweizerhof Lucerne at the organiser's expense. We charge CHF 60.00 per cubic metre for the disposal of congress materials, such as documents, cartons, etc.

Hotel Schweizerhof Lucerne declines all liability for theft of and damage to garments and objects brought by event participants.

Hotel Schweizerhof Lucerne declines all liability for loss of or damage to objects brought by the organiser.

7. WITHDRAWAL BY HOTEL SCHWEIZERHOF LUCERNE

In the event of *force majeure*, instructions imposed by the authorities or in the event of failure to make the contractually agreed advance payment (Section 2.2), Hotel Schweizerhof Lucerne shall be entitled to withdraw from the contract without compensation.

If Hotel Schweizerhof Lucerne has reason to assume that the event may be prejudicial to the smooth running of its business, the safety or reputation of the hotel, we reserve the right to withdraw from the contract without compensation.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

This contract shall be governed by Swiss law.

The parties expressly agree that the courts of Lucerne shall have sole jurisdiction.