

## General Terms and Conditions of Business

### 1. Subject of the contract

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

#### 1.1 Contractual Partners

The contractual partners are Oscar Hauser Hotel Schweizerhof AG, legally represented by Hotel Schweizerhof Luzern and/or VILLA Schweizerhof (hereinafter "Hotel"), and the purchaser/customer (hereinafter "Organiser or Guest").

### 2. Obligations of the Organiser

#### 2.1 Use of the Premises

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

The organiser will notify the definitive number of participants to Hotel Schweizerhof Luzern no later than three 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 Luzern 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 Luzern 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 Luzern 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 Luzern for the correct performance of the order to Hotel Schweizerhof Luzern 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 end of the event are specified in the contract.

Changes to the agreed times require the consent of VILLA Schweizerhof and may result in a price increase.

During the day until midnight, we charge a room hire fee of CHF 250.00 for each hour or part thereof for the extension of the opening time.

After midnight, a one-off party extension can be booked until 01.30 (last round at 01.00), which is charged at a flat rate of CHF 500.00 (including police and service hour).

The VILLA Schweizerhof reserves the right to charge a service fee in the amount of the regular extension if the specified times of the event deviate by 30 minutes or more.

#### 2.3 Bookings

Option dates are binding on both parties. On the expiry of the option dates, Hotel Schweizerhof Luzern 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 Luzern. In exceptional cases, and only with the consent of Hotel Schweizerhof Luzern, the organiser may entrust catering to a third party or bring food and drink with him, but Hotel Schweizerhof Luzern will charge a service fee and/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 at Hotel Schweizerhof Luzern shall require the prior consent of Hotel Schweizerhof Luzern. A proof copy must be sent to Hotel Schweizerhof Luzern for approval if pictures or logos of the Hotel Schweizerhof Luzern and/or other advertising material are used. Any monetary fines or fees due to illegal advertising will be paid by the host of the event.

### 2.6 Deliveries

No storage space is available in Hotel Schweizerhof Luzern 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 Luzern. Hotel Schweizerhof Luzern declines all liability for damage and theft.

### 2.7 Guarantee

Faults in technical equipment made available by Hotel Schweizerhof Luzern shall be remedied immediately by the technical personnel and therefore do not give any entitlement to a reduction of the price.

### 3. Payment terms

#### 3.1 Billing

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 Luzern is entitled to require the organiser to pay an appropriate advance instalment on signing the contract or on an agreed date.

Hotel Schweizerhof Luzern 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.

#### 3.2 Instalments required for overnights bookings

Dates	Required instalment on or before the specified date.
6 months before arrival	min. 10% of total accommodation charge or total turnover
4 months before arrival	min. 30% of total accommodation charge or total turnover
2 months before arrival	min. 50% of total accommodation charge or total turnover or pursuant to 3.4

#### 3.3 Instalments required for event bookings

The Hotel Schweizerhof Luzern reserves the right to request advance payment for weddings and private events. If the organiser defaults on the instalment payment, the Hotel is authorized to withdraw from the contract, charge the organiser for all expenditure incurred up to that time and to demand payment of a cancellation fee pursuant to 4.1 and 4.2.1.

#### 3.4 Instalments for reservations of foreign companies

In case of reservations with a foreign billing address or reservations from abroad for events like overnight stays, an instalment of 100% of reserved services is demanded up to 1 month before arrival.

#### 4. Withdrawal from the contract or reduction of participants by the organiser

##### 4.1 Use of seminar and conference rooms/banquets

If the event is cancelled for reasons attributable to the organiser or if the organiser withdraws from the contract, the organiser undertakes to reimburse the following costs, irrespective of the circumstances:

60 to 90 days before the event:  
25% of services/flat rates agreed in the signed contract  
30 to 59 days before the event:  
50% of services/flat rates agreed in the signed contract  
8 to 29 days before the event:  
75% of services/flat rates agreed in the signed contract  
0 to 7 days before the event:  
100% of services/flat rates agreed in the signed contract

If the organiser reduces the number of participants before the day of the event by more than 10% compared to the number booked when the contract was signed, he undertakes to reimburse the following costs, irrespective of the circumstances:

30 to 59 days before the event:  
25% of services/flat rates agreed in the signed contract  
15 to 29 days before the event:  
50% of services/flat rates agreed in the signed contract  
8 to 14 days before the event:  
75% of services/flat rates agreed in the signed contract  
0 to 7 days before the event:  
100% of services/flat rates agreed in the signed contract

Any reduction in the number of participants announced up to three days before the event shall be billed at 100% (cf. 2.1), even if the total reduction amounts to less than 10%.

If there are no agreed services or flat charges in the contract, the organiser will be charged by the same per cent charges based on CHF 25.00 per person for aperitifs, based on CHF 60.00 per person for banquetting events at lunchtime and based on CHF 100.00 per person for banquetting events at dinner time.

Following charges will be incurred if there is a cancellation of a session at the Hotel Schweizerhof Luzern:

6 to 20 days prior to the event day: 50 % of the agreed room rent  
0 to 6 days prior to the event day: 100% of the agreed room rent

#### 4.2 When hotel rooms are booked

##### 4.2.1 Cancellation terms for groups/seminar guests

Hotel Schweizerhof Luzern will receive a definitive room list 14 days before the event or arrival.

Hotel Schweizerhof Luzern reserves the right to contractually determine individual cancellation conditions. In this case, these take precedence over the these General Terms and Conditions. Otherwise, the following fees/guidelines apply to group/seminar bookings (from 10 rooms per day) for cancellations:

Days before arrival	Cancellation fee:
Before 45 days	No fees
30 to 44 days	70% of the lost original fee according to the signing of the contract
7 to 29 days, 6 p.m.	90% of the loss of the original booking according to the signing of the contract.
Less than 7 days before arrival at 6:00 pm	100% of the agreed original logement turnover according to the signing of the contract.

The cancellation of individual rooms of group/seminar bookings can be accepted within the following deadlines free of charge:

Days before arrival	Number of rooms Zimmer
30 to 44 days	20% of the booked rooms
7 to 29 days, 6 p.m.	10% of the booked rooms
Later than 7 days before arrival at 6:00 pm	0 % of the booked rooms (Groups of 10-19 rooms are allowed to cancel one (1) room free of charge until 72h before arrival. Groups of 20 rooms or more may cancel two (2) rooms free of charge up to 72h before arrival).

##### 4.2.2 Cancellation policy for individual guests (less than 8 rooms)

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

Cancellation of a room reservation is possible free of charge by 6 p.m. CET up to two days before arrival, provided that the agreed booking conditions permit this and no remark to the contrary is written on the reservation confirmation.

In the event of cancellation less than two days before the booked arrival date, a no-show or late arrival, guests will be billed the agreed room price for the first night of their originally planned stay. In case of early departure, the cancellation of the partial stay must take place by 6 p.m. up to two days before the new departure date. In case of a later partial cancellation, we will charge the agreed room price for the first cancelled night.

If a guest books a non-refundable rate, he shall not be entitled to a refund in case of cancellation, a no-show, late departure or early departure, and the hotel is owed the full amount.

All cancellations must be made in writing.

##### 4.3. 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. The replacement tenant must be accepted in writing by the Hotel Schweizerhof Luzern. However, this shall not apply to preliminary services effectively provided by Hotel Schweizerhof Luzern, which must be paid for in all cases by the organiser.

##### 4.4 Liability for payment

If the person who places the order is not also the organiser, he shall be jointly and severally liable with the organiser for the full invoice amount. Said liability extends to additional services used by the event participants unless a direct payment has been expressly agreed.

## 5. Overbooking

### 5.1. Overbooking by Hotel Schweizerhof Luzern

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

### 5.2. Overbooking by the organiser

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

## 6. 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). [www.suisa.ch](http://www.suisa.ch)

## 7. Liability for damage

The organiser shall be liable for loss and damage caused by his staff and/or event participants. The organiser is also liable for any complaints about noise disturbances received by the Hotel during his event.

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 Luzern. No additional decorative material may be used without the express consent of Hotel Schweizerhof Luzern. The organiser is responsible for ensuring that the decorative material used by him with the consent of Hotel Schweizerhof Luzern 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 Luzern at the organiser's expense. We charge CHF 200.00 per cubic metre for the disposal of congress materials, such as documents, cartons, etc.

Hotel Schweizerhof Luzern declines all liability for theft of and damage to garments and objects brought by event participants as well as all liability for loss of or damage to objects brought by the organiser.

## 8. Withdrawal by Hotel Schweizerhof Luzern

In the event of force majeure, planned rebuilding, instructions imposed by the authorities or in the event of failure to make the contractually agreed advance payment (Sections 3.2 and 3.3), Hotel Schweizerhof Luzern shall be entitled to withdraw from the contract without compensation. If Hotel Schweizerhof Luzern 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.

## 9. 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.

Lucerne, 15. Februar 2025