

Terms and Conditions

for the rental and provision of banquet and meeting rooms, hotel rooms and agreed services

- 1. If the customer is not the event organiser, the customer shall have joint and several liability together with the organiser in relation to us.
- 2. Any change in the number of attendees for ordered services must be communicated at least 48 hours before the start of the event in question, and in writing whenever possible. If this requirement is not observed, the number of attendees last communicated in writing shall be applied as the basis for invoicing.
- 3. Unless otherwise agreed, the event organiser owes us payment for extra food, drinks or other services ordered by event attend-ees.
- 4. The organiser is liable for any damage to facilities or loss of inventory items occurring during the event, without proof of culpa-bility being required. The organiser must not attach any decorations or other objects without the management's prior consent. We assume no liability for losses of or damage to items which the organiser has brought to the facility. Decorative materials brought by the organiser must demonstrably meet fire safety requirements and must be removed within 24 hours after the end of the event.
- 5. We will endeavour to immediately remedy any issues caused by malfunctioning or defective technical equipment or other equipment we have provided, as long as it is within our capability to do so. Notwithstanding the above however, no rights of withholding or reduction of payment for services rendered shall accrue in such cases.
- 6, Prior management approval is required for any food or beverages to be brought to the facility.
- 7. The organiser is responsible for obtaining insurance coverage for exhibit items brought to the facility. The hotel assumes no liability for lost or damaged items.
- 8. Option dates agreed are binding for both parties. However, management reserves the right to rent reserved conference and hotel rooms and provide the agreed services to other parties once the option date has passed.
- 9. Management reserves the right to withdraw from this contract in cases of force majeure (fire, strike, etc.).
- 10. Our invoices are payable in full, without deductions, within 14 days of the invoice date. We would like to explicitly draw your attention to the fact that failure to pay for food services ("dine and dash" theft) is a property crime under Art. 149 of the Swiss Criminal Code (StG). If payment is not made promptly or does not reach us promptly, we will file a corresponding report of a criminal offence in accordance with Art. 149 of the Swiss Criminal Code ("dine and dash" theft).
- 11. Cancellation fees apply as follows for ordered conference rooms and banquets, reserved hotel rooms and agreed services:
 - a) 40 or more days before the event: no charge
 - b) 39–30 days before the event: 30% of the fees for the agreed services
 - c) 29–14 days before the event: 60% of the fees for the agreed services
 - d) 13-7 days before the event: 80% of the fees for the agreed services
 - e) 6–1 day/s before the event: 100% of the fees for the agreed services

Cancellation costs as calculated per the above will be waived entirely if we are able re-rent the booked facilities and/or hotel rooms and/or obtain a new contract for the agreed services.

- 12. Management reserves the right to require full or partial advance payment for booked facilities and hotel rooms and/or agreed services in certain cases.
- 13. Supplementary provisions for online purchasing of vouchers: The terms and conditions of E-Guma apply here, which can be accessed viathe following link: <u>Terms and Conditions Solbadhotel Sigriswil</u> (e-guma.ch)
- 14. The place of jurisdiction shall be Thun, Switzerland. Swiss law shall apply exclusively.

Sigriswil, 7 November | The Management

