

# Terms & Conditions

**General terms and conditions** (accommodation agreement)  
(hereinafter “the T&Cs”)

## 1. Scope

1. These terms and conditions apply to the temporary and remunerated provision of hotel rooms for accommodation, as well as to all services and deliveries provided in connection with this, including any advance services provided to the accommodation Guest.
2. Any terms and conditions supplied by the Guest shall not apply unless otherwise agreed previously in writing. This also applies to the reversal of the requirement for the written form. In these terms and conditions, ‘guest’ shall cover both the end customer and the commercially active contractor.

## 2. Contractual partners

1. The contractual partners are Hotel Seeburg AG, legally represented by Hotel Seeburg (hereinafter “Hotel”), and the purchaser/customer (hereinafter “Guest”).

## 3. Formation of the contractual relationship

1. The contractual relationship is formed when the electronic confirmation is sent to the Guest. Changes or cancellations may only be made within the scope of these T&Cs.
2. If a third party has acted on the Guest’s behalf, the Guest shall be jointly and severally liable to the Hotel together with the third party for all obligations that arise from or in connection with their stay at the Hotel.

## 4. Prices

1. The prices for the rooms and other Hotel services are stated exclusively in Swiss Francs (CHF) and include statutory value-added tax as stipulated under Swiss law.

## 5. Guarantee, billing, advance payment

1. Each booking must be guaranteed by means of a valid credit card.
2. In the event of advance payment, 100% of the total amount is to be paid within the period stated in the confirmation (generally 14 days prior to arrival).
3. Any agreed advance payment must be received before the Guest’s departure. Failing this, the Guest shall pay the remaining balance upon departure. Advance payments are subject to value-added tax.

## 6. Arrival and departure

1. The hotel rooms are available for check-in from 3.00 pm and must be vacated by 11.00 am on the day of departure.

2. Arrivals and departures outside of the times stated above are only possible subject to availability and with prior contact with our reservation or reception teams. Such arrivals and departures will be charged accordingly.
3. Depending on the booking situation, a late departure can be granted free of charge until 12.00 pm, at half the room price until 2.00 pm, and then at the full room price thereafter.
4. If a Guest wishes to have guaranteed access to their room before 3.00 pm, the Guest shall also book the preceding night at full price.

#### **7. Use and return of Hotel rooms**

1. The hotel room and the items, appliances and facilities provided may be used exclusively for their intended purpose. The Hotel refuses liability for damage and bodily injury caused by the misuse of the items, appliances and facilities. It will also be deemed misuse if more people than anticipated or registered use the rented Hotel room(s).
2. Loss or damage arising as a result of the Guest's negligence or intent may be charged by the Hotel.
3. Smoking is not permitted in the hotel rooms and all other rooms. In case of violation, additional costs (increased cleaning effort, loss of income, etc.) will be charged to the guest.

#### **8. Breakfast**

1. Breakfast is included in our room prices.

#### **9. Final-Bill**

1. The final bill will be payable upon departure at the latest.

#### **10. Cancellation policy**

1. A cancellation must be arranged by 12.00 noon, at least 14 days before the arrival date.
2. In the event of cancellation after the aforementioned period has lapsed, or in the event of a no-show, a cancellation fee will apply. 100 % of the stay.
3. During certain periods, it may be possible to agree a longer cancellation period, which will be noted in the reservation.

#### **11. Withdrawal of the Hotel**

1. If an advance payment or other payment guarantee agreed or requested in accordance with point 5 is not paid, even after the lapsing of an appropriate short grace period granted by the Hotel, the Hotel will be entitled to immediately withdraw from the contract.
2. Furthermore, the Hotel will be entitled to withdraw from the contract with immediate effect if it is not or no longer reasonable for the Hotel to start, continue or fully execute the contractual relationship, including but not limited to:

- If force majeure/other circumstances beyond the Hotel's control make executing the contract seem unreasonable ;
  - If rooms and/or event rooms are booked using misleading or misrepresented material facts (e.g. the identity of the Guest or the purpose of their booking);
  - If the Hotel has reasonable grounds to believe that the use of the Hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the Hotel, without this being attributable to the hotel's domain or organisational area.
3. In the aforementioned cases, the Hotel is entitled to immediately withdraw from the contract and the Guest will have no claim to damages. Any advance payments or guarantees paid by the Guest are due and payable to the Hotel in accordance with the provisions laid down in point 12.

## **12. Liability of the Hotel**

1. In principle, the Hotel is only liable to the Guest for wilful or grossly negligent damage inflicted on the latter, which has occurred as a direct consequence of the Hotel's failure to fulfil its contractual obligations or of materially inadequate performance. In any case, the sum of the damages is limited to a maximum of the cost of the stay booked by the guest or actually paid upon their departure (excl. VAT and cash payments).
2. In the event of disruption to or a lack of Hotel services, the Hotel will make every effort to remedy the situation upon knowledge thereof or upon receiving a timely complaint from the Guest. The Guest shall make every reasonable effort to remedy the disruption and to minimise possible damage, and shall inform the Hotel immediately of all disruption or damage.
3. In the event of the loss or damage of items brought onto the premises, the Hotel is likewise only liable for wilful intent and gross negligence. If the Hotel is liable for third parties, it is likewise only liable in the event of gross negligence on the part of the third party; the Hotel's liability is excluded if the third party intentionally causes loss or damage.
4. The liability of the Hotel is expressly limited to the sum of the Hotel's liability insurance coverage, particularly also in the case of third-party and consequential losses. Any further liability is expressly waived. Liability for valuables and cash is only accepted if these are kept in the room safe or were surrendered to reception in return for a receipt. In such cases, liability is limited to a maximum sum of CHF 2,000.00 per claim. The Hotel is not liable for loss or damage that arises as a result of force majeure.

5. All liability claims will be forfeited without compensation if the Guest fails to immediately inform the Hotel in writing upon obtaining knowledge of loss, destruction or damage.
6. In the absence of wilful intent or gross negligence, the Hotel is not liable for the loss or damage of the Guest's parked or manoeuvred vehicles and their contents on the Hotel grounds.
7. Messages, mail and goods shipments for the Guest will always be handled with care. The Hotel shall undertake the delivery, safekeeping and – if requested and for a fee – forwarding of such items. Claims for damages not involving wilful intent or gross negligence, as well as third-party and consequential losses, are excluded.

**13. Final provisions, jurisdiction, applicable law and address for service**

1. Unilateral amendments or additions to these T&Cs by the Guest are not valid, even if made in writing.
  2. The place of performance and payment is Ringgenberg, Switzerland.
  3. If any individual provision of these T&Cs for the temporary and remunerated provision of hotel rooms for accommodation is ineffective or void, this will not affect the validity of the remaining provisions. In such cases, the parties will promptly replace the invalid provision with an acceptable, valid provision whose content reflects as closely as possible the parties' original commercial intent.
  4. The contractual agreement between the Guest and Hotel Seeburg AG is exclusively subject to Swiss substantive law, with the exclusion of all provisions of the Federal Act on International Private Law (*Internationales Privatrechtgesetz*, IPRG) and all applicable bilateral and multilateral international agreements.
  5. The exclusive jurisdiction for all claims arising from or in connection with this accommodation agreement between the parties defined at the start of this document is Interlaken, Switzerland. The contractually agreed place of jurisdiction also applies to any preliminary proceedings for interim measures.
  6. Guests residing abroad or Guests without permanent residence or with unknown domicile hereby declare that they wish to submit to enforcement proceedings in Switzerland within the meaning of Art. 50(2) of the Swiss Debt Collection and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs*, SchKG) and, in favour of Hotel Seeburg AG, choose Ringgenberg as their special domicile for the fulfilment of all obligations arising from or in connection with the present accommodation agreement.
  7. Guests residing abroad and Guests without permanent residence or with unknown domicile agree that any court and/or enforcement documents intended for them from the Bern judicial or enforcement authorities, including instruments and decisions, may be sent to the Hotel address with legally binding effect.
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**General terms and conditions (hospitality agreement)**  
(hereinafter “the T&Cs”)

**1. Scope**

1. These terms and conditions apply to the temporary and remunerated provision of conference, banquet and event rooms, as well as premises for the hosting of events, banquets, conferences, etc., in addition to all services and deliveries provided in connection with this, including any advance services provided to the Organiser.
2. Any terms and conditions supplied by the Organiser shall not apply unless otherwise agreed previously in writing. This also applies to the reversal of the requirement for the written form. In these terms and conditions, ‘Organiser’ shall cover both the end customer and the commercially active contractor.

**2. Contractual partners**

1. The contractual partners are Hotel Seeburg AG, legally represented by Hotel Seeburg (hereinafter “Hotel”), and the purchaser/customer (hereinafter “Organiser”).

**3. Formation of the contractual relationship**

1. The contractual relationship is formed when the event agreement is signed by both parties or when the electronic confirmation is sent to the Organiser. Changes or cancellations may only be made within the scope of these T&Cs.
2. If a third party has acted on the Organiser’s behalf, the Organiser shall be jointly and severally liable to the Hotel together with the third party for all obligations that arise from or in connection with the contractual event(s).

**4. Prices**

1. The prices for the rooms and other Hotel services are stated exclusively in Swiss Francs (CHF) and include statutory value-added tax as stipulated under Swiss law.

**5. Advance payment, guarantee, billing**

1. The Hotel Seeburg is entitled to request an advance payment of up to 100% of the agreed compensation for its services (incl. value-added tax). This payment may be made by bank transfer or by credit card. The advance payment amount will be credited to the bill in full, albeit without interest.
2. Unless agreed otherwise, the advance payment is due without reminder upon receipt of the last written reservation confirmation at the latest. All bank transfer costs shall be borne by the customer.

3. If the advance payment made by the event guest exceeds the balance to be paid, the difference will be re-credited to the account used to make the advance payment. Under no circumstances is it possible to make a cash payment or to re-credit the excess balance to a different account to the one used to make the original payment.
4. All bills are generally issued to the Organiser for payment in Swiss Francs (CHF). If a special method of billing or splitting of the bill is desired, Hotel Seeburg must be notified of this before the event.
5. The Organiser is liable for all bills not paid by the event participants.
6. It is not possible for Hotel Seeburg to send bills abroad. Guests from abroad will be asked to make an advance payment by bank transfer or to settle the final bill by credit card.
7. The event guest shall be in default of payment if the bill amount is not paid or irrevocably instructed to be paid within the stated payment period. Upon default, the Hotel is entitled to demand the then-applicable statutory late payment interest, currently amounting to 5%.
8. The event guest is not entitled to assert the set-off defence against Hotel Seeburg AG.

**6. Detailed information, programme, headcount**

1. All important information for executing an event, such as the menu and wine choices, seating arrangements, table and room decorations, printed menus, technical aids and so on, is to be submitted to the Banquet division of Hotel Seeburg no later than 14 days before the event.
2. The Organiser shall provide Hotel Seeburg with a precisely scheduled programme no later than 10 days before the event.
3. A reduction in the originally reported headcount may be arranged free of charge up to 30 days before the event. From 29 days before the event, a maximum of 20% of the originally reported headcount may be cancelled free of charge. In the event of additional cancellations, the difference between the reported and final headcounts will be charged.
4. The final headcount must be reported to Hotel Seeburg in writing no later than 4 days before the event. If the effective headcount is lower, the final confirmed headcount will be taken as a basis for invoicing; if it is higher, Hotel Seeburg offers no guarantee that all guests can be accommodated. The additional costs incurred as a result of extra participants will be charged to the Organiser.
5. The Hotel is entitled to charge for additional costs arising from short-notice changes to the event, including the menu, seating arrangements, room set-up and headcount.

6. The Hotel is entitled to set a maximum headcount for safety reasons. The maximum room capacity issued by the fire safety authorities may not be exceeded.

**7. Use of the room / room changes**

1. The Hotel Seeburg reserves the right to make room changes provided that the alternative facilities serve the requirements and interests of the Organiser and are acceptable to the same.
2. Hotel Seeburg reserves the right to change the room in the event of a reduced headcount.
3. Smoking is not permitted in all banquet rooms, as well as in the restaurants and public areas of the Hotel.
4. Reserved event rooms are made available to the Organiser – and their guests – exclusively for the purpose agreed in writing and for the fixed period agreed.
5. The Organiser is prohibited from assigning to third parties, in whole or in part, the services contractually guaranteed by the Hotel (use of room and event services).

**8. Technical aids**

1. The Organiser is responsible for the correct use and proper return of all technical aids or equipment provided to them by Hotel Seeburg or procured on behalf of Hotel Seeburg from third parties, and is liable for any damage and loss. The Hotel Seeburg is not liable for third-party claims.
2. The set-up, installation or placement of objects and equipment of any kind on the Hotel grounds and premises in connection with the event, including decorative materials, must in each case be agreed in advance with the Hotel and approved in writing.
3. In particular, the event guest warrants that all objects and equipment set up, installed or placed on the grounds and premises comply with the relevant safety and police regulations, and especially fire safety requirements, and that they can be removed without damage.
4. The event guest is only authorised to use their own telephone, fax machine or data transfer equipment with the prior written consent of the Hotel. The Hotel may request an appropriate connection fee for this.

**9. Fire safety regulations**

1. The Organiser shall follow all of Hotel Seeburg's fire safety regulations, particularly relating to keeping escape routes clear, and warrants that all materials and decorations brought onto the premises meet fire safety regulations.

2. The use of sparklers, and other highly flammable and hazardous objects is strictly forbidden.

#### **10. Shipping materials**

1. Deliveries for events must be communicated in good time in writing, at least before the deliveries reach the Hotel Seeburg Banquet division. Hotel Seeburg reserves the right to refuse all deliveries whose sender or recipient is unknown. BAUR AU LAC does not accept any obligation or liability arising from this.
2. Shipping costs and customs duties for inbound parcels will not be borne by the Hotel. If this provision is not complied with, receipt of the parcel may be refused.

#### **11. Bringing in food and beverages**

1. The customer may generally not bring food and beverages onto the premises.
2. Exceptions to this require a written agreement with the Hotel. In such cases, a fee will be charged to cover overheads.

#### **12. Loss or damage of items brought onto the premises**

1. Exhibition or other items (including personal items) are brought into the event rooms and Hotel at the customer's own risk.
2. The Hotel accepts no liability for loss, destruction or damage, including financial losses, except where they are the result of the Hotel's wilful intent or gross negligence. In addition, all cases in which the safekeeping of such items is a contractual obligation due to the individual circumstances are excluded from this exemption of liability.

#### **13. Liability of the Organiser**

1. The Organiser is liable for all damage to buildings or inventory caused by the event participants, its employees, other third parties under its responsibility or by the Organiser itself.
2. If the Hotel Seeburg procures against payment for temporary use technical and other equipment from third parties for the guest at their request and on their behalf, this shall always be done in the name of and on account of the event guest. The event guest is liable for the careful handling of the equipment provided to them, as well as for the proper return of the same. The guest shall hold the Hotel harmless from all third-party claims arising from or in connection with the temporary provision of this equipment.

#### **14. Copyrights / licences**

1. The event guest shall report services and actions that are connected with licensing rights, copyrights, personality rights and rights of use to the competent authorities and/or collecting societies on its own initiative and without solicitation. The guest shall directly bear all fees/costs associated with this.



2. The Hotel accepts no responsibility or liability for this.
3. Newspaper advertisements and other advertising in the broader sense – including partial or revised advertisements – with reference to events at the Hotel are only permitted with the express, prior written consent of the Hotel. The Hotel reserves the right to grant the event guest – against payment of a fee – a time-limited, non-exclusive licensing right to use the brands and/or logos of which it is the proprietor. However, the customer shall have no entitlement to the granting of licensing rights.

#### **15. Withdrawal / cancellation of banquet room hire**

1. All cancellations must be made in writing.
2. A cancellation of the entire booking must take place 10 weeks before the start of the event. Later cancellations will be subject to the following fees:
  - 100% of the room hire price plus 100% of the revenue lost according to the confirmation (excl. drinks)
3. In order to facilitate the invoicing of lost revenue, the following calculations will apply in the event that no specific services have yet been agreed:
  - twice the full-day hire price
4. If, by the time of cancellation, agreements have been concluded regarding meals, etc., these shall form the basis of the calculation.
5. In any event, all services already supplied by the Hotel Seeburg shall be charged.
6. In the event of the illegal or image-damaging use of the hired premises, Hotel Seeburg may withdraw from the contract or interrupt events in progress.
7. Hotel Seeburg reserves the right to adjust its cancellation conditions according to the nature and size of the event. In such cases, this will be stated in the confirmation.

#### **16. Withdrawal of the Hotel**

1. If an advance payment or other payment guarantee agreed or requested in accordance with point 5 is not paid, even after the lapsing of an appropriate short grace period granted by the Hotel, the Hotel will be entitled to immediately withdraw from the contract.
2. Furthermore, the Hotel will be entitled to withdraw from the contract with immediate effect if it is not or no longer reasonable for the Hotel to start, continue or fully execute the contractual relationship, including but not limited to:

- If force majeure/other circumstances beyond the Hotel's control make executing the contract seem unreasonable;
  - If rooms and/or event rooms are booked using misleading or misrepresented material facts (e.g. the identity of the Guest or the purpose of their booking);
  - If the Hotel has reasonable grounds to believe that the use of the Hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the Hotel, without this being attributable to the hotel's domain or organisational area.
3. In the aforementioned cases, the Hotel is entitled to immediately withdraw from the contract and the Guest will have no claim to damages. Any advance payments or guarantees paid by the Guest are due and payable to the Hotel in accordance with the provisions laid down in point

### **17. Liability of the Hotel**

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2. In the event of disruption to or a lack of Hotel services, the Hotel will make every effort to remedy the situation upon knowledge thereof or upon receiving a timely complaint from the Guest. The Guest shall make every reasonable effort to remedy the disruption and to minimise possible damage, and shall inform the Hotel immediately of all disruption or damage.
3. In the event of the loss or damage of items brought onto the premises, the Hotel is likewise only liable for wilful intent and gross negligence. If the Hotel is liable for third parties, it is likewise only liable in the event of gross negligence on the part of the third party; the Hotel's liability is excluded if the third party intentionally causes loss or damage.
4. The liability of the Hotel is expressly limited to the sum of the Hotel's liability insurance coverage, particularly also in the case of third-party and consequential losses. Any further liability is expressly waived. Liability for valuables and cash is only accepted if these are kept at the Hotel or were surrendered to reception in return for a receipt. In such cases, liability is limited to a maximum sum of CHF 50,000.00 per claim. The Hotel is not liable for loss or damage that arises as a result of force majeure.
5. All liability claims will be forfeited without compensation if the Guest fails to immediately inform the Hotel in writing upon obtaining knowledge of loss, destruction or damage.

6. In the absence of wilful intent or gross negligence, the Hotel is not liable for the loss or damage of the Guest's parked or manoeuvred vehicles and their contents on the Hotel grounds.
7. Messages, mail and goods shipments for the Guest will always be handled with care. The Hotel shall undertake the delivery, safekeeping and – if requested and for a fee – forwarding of such items. Claims for damages not involving wilful intent or gross negligence, as well as third-party and consequential losses, are excluded.

#### **18. Final provisions, jurisdiction, applicable law and address for service**

1. Unilateral amendments or additions to these T&Cs by the Guest are not valid, even if made in writing.
2. The place of performance and payment is Ringgenberg, Switzerland.
3. If any individual provision of these T&Cs for the temporary and remunerated provision of hotel rooms for accommodation is ineffective or void, this will not affect the validity of the remaining provisions. In such cases, the parties will promptly replace the invalid provision with an acceptable, valid provision whose content reflects as closely as possible the parties' original commercial intent.
4. The contractual agreement between the Guest and Hotel Seeburg AG is exclusively subject to Swiss substantive law, with the exclusion of all provisions of the Federal Act on International Private Law (*Internationales Privatrechtgesetz, IPRG*) and all applicable bilateral and multilateral international agreements.
5. The exclusive jurisdiction for all claims arising from or in connection with this accommodation agreement between the parties defined at the start of this document is Interlaken. The contractually agreed place of jurisdiction also applies to any preliminary proceedings for interim measures.
6. Guests residing abroad or Guests without permanent residence or with unknown domicile hereby declare that they wish to submit to enforcement proceedings in Switzerland within the meaning of Art. 50(2) of the Swiss Debt Collection and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs, SchKG*) and, in favour of Hotel Seeburg AG, choose Ringgenberg as their special domicile for the fulfilment of all obligations arising from or in connection with the present accommodation agreement.
7. Guests residing abroad and Guests without permanent residence or with unknown domicile agree that any court and/or enforcement documents intended for them from the Bern judicial or enforcement authorities, including instruments and decisions, may be sent to the Hotel address with legally binding effect.

Ringgenberg , 27.02.2024