General Agreement Terms & Conditions for Events (Seminars, Banquets & Catering)

1. Terms & Conditions

1.1. The terms of agreement, as outlined in this document, are statement of the Hotel des Balances' stipulations for providing services and/or facilities for Events such as Seminars, Conferences, Banquets, etc., as well as Hotel rooms for these events.

2. Reservations

2.1. In respect to services and facilities provided by the Hotel des Balances, the reservation agreement, and/or any subsequent amendments thereof, are only binding upon written confirmation signed by both the contracting party/organizer and the Hotel des Balances.

2.2. The Contracting Party/Organizer is obliged to submit a detailed program to the Hotel des Balances no later than 10 days prior to the event. This should include the exact details concerning decoration of the facility, technical equipment, menus and/or wine lists, as well as any other pertinent information required for the Hotel des Balances to ensure the smooth execution of the event.

3. Cancellation of an Event

3.1. The cancellation of seminar and/or banquet reservations must be submitted to the Hotel des Balances by the contracting party/organizer in writing. Should a confirmed reservation be completely cancelled, the following cancellation fees will apply and be charged to the contracting party/organizer by the Hotel des Balances:

up to 21 days prior to the event: no charges apply
20 to 15 days prior to the event: 50% of the reserved services and facility arrangements will be charged
14 to 4 days prior to the event: 75% of the reserved services and facility arrangements will be charged
3 to 0 days prior to the event: 100% of the reserved services and facility arrangements will be charged

3.2. Cancellation of hotel rooms in conjunction with an event:

Cancellation fees for full or partial cancellation of length of stay apply as follows:
Up to 30 rooms cancelled up to 45 days prior to arrival date no penalties apply
Up to 20 rooms cancelled up to 40 days prior to arrival date – no penalties apply
Up to 10 rooms cancelled up to 30 days prior to arrival date – no penalties apply
Up to 5 rooms cancelled up to 20 days prior to arrival date – no penalties apply
Up to 3 rooms cancelled up to 10 days prior to arrival date – no penalties apply
1 room cancelled up to 48 hours prior to arrival date will not be subject to cancellation fees.

All other cancellations, as well as 'No shows' will be charged 100% for the first night.

3.3 Should the Hotel des Balances have sufficient cause to suspect that an event at the Hotel and/or Reservation Agreement could jeopardise its security, reputation and/or it's ability to conduct business, the Hotel des Balances reserves the right to cancel/annul the reservation agreement at any time without incurring any form of indemnity or compensation costs.

4. Number of participants

4.1. The contracting party/organizer must submit the definitive list of the participants, including the names and room list of hotel guests, no later than 48 hours prior to the date of the event. The participant list given at that time will apply as the official document used for the billing of services involving personnel costs.

5. Liability

5.1. The Hotel des Balances holds the guest liable for any intentionally destructive and/or rough negligence resulting in any damages, whether mentioned specifically in these terms and conditions or not. The contracting party/organizer will be held liable for any damages made by their participants.
The liability for minor or moderate damages, as well as any debt resulting from these damages, is bound to the contracting party.

5.2. Without explicit permission from the Hotel des Balances, additional decorative materials are strictly prohibited. Upon allowance from the Hotel des Balances for the use of decorative materials, it is the obligation of the contracting party/organizer to ensure that said materials comply with the Fire Department's rules and regulations. Any liabilities resulting from these materials are the sole responsibility of the contracting party/organizer. Any decorative materials brought by the contracting party/organizer must be promptly removed from the premises at the conclusion of the event.
Any materials not removed from the premises after the event, will be properly disposed of by the Hotel des Balances at the contracting party's expense.

6. Payment conditions

6.1. The Hotel des Balances reserves the right, to request full or partial advance payment prior to the event. Events billed to foreign addresses are required to remit payment in full in advance. This applies as well to events booked from abroad. Unless previously agreed to the contrary, the contracting party/organizer agrees to pay the total invoice without exception, within 10 days of the date issued on the invoice.

6.2. Payments made in Euros are subject to the daily exchange rate.

7. Additional conditions

7.1. Unless otherwise agreed and approved in writing, all food and beverages are to be supplied by the Hotel des Balances.

7.2. <u>Prolongation of event</u>
After hours prolongations of an event are only permissible with prior consent of the Hotel des Balances. Should the event plan to exceed the legal opening hours, the contracting party must inform the Hotel des Balances as early as possible so that the necessary permits can be applied for, and issued by the Police in time.

7.3. <u>Damages</u>
The contracting party/organizer accepts full responsibility for any damages or losses resulting from the actions of their assistants or participants without requiring the Hotel des Balances to supply proof of guilt. The Hotel des Balances is not liable for theft or damages incurred by presenters, participants, reporters or to materials from third parties.

7.4. Insurance for the event, respectively for personal property or other materials/goods used at the venue is the sole responsibility of the contracting partner/organizer, presenter/artist. The Hotel des Balances reserves the right to require proof of said insurance.

7.5. Applicable legal venue/jurisdiction: This agreement including all general terms and conditions, eventual additional/supplementary agreements, as well as those stipulated in your basic contract is solely governed by the provisions of Swiss law. The city of Luzern's governing legal body is responsible for ruling over any discrepancies involving this agreement.

7.6. Prices are subject to alteration.

7.7. Price alterations as per the general terms and conditions must be made in writing.

General Terms and Conditions
for Individual and Group Hotel Room Reservations

1. Services

1.1. All arrangements include, unless otherwise noted, the following basic services:
-overnight stay in a corresponding room category
-service, VAT, wireless LAN

The following services are not included:
-breakfast
-Visitor's tax

2. Children

2.1. Children under the age of 6 stay free of charge in their parent's room (1 child per adult).
Children from 612 years of age are entitled to a 50% discount.

3. Cancellation Policy

3.1. Your reservation is considered confirmed as soon as we receive a guarantee from your credit card provider for the full length of your stay.

3.2. Cancellation of individual hotel room reservations:
Cancellation of your room reservation is only free of charge when made up to 48 hours before the prearranged arrival time.

3.3. Cancellation of group hotel room reservations:
Cancellations or alterations of length of stay are only free of charge under the following condition:
The group must have confirmed their reservations 60 days prior to arrival.
Up to 30 rooms cancelled up to 45 days prior to arrival no penalties apply
Up to 20 rooms cancelled up to 40 days prior to arrival no penalties apply
Up to 10 rooms cancelled up to 30 days prior to arrival no penalties apply
Up to 5 rooms cancelled up to 20 days prior to arrival no penalties apply
Up to 3 rooms cancelled up to 10 days prior to arrival no penalties apply
Up to 1 rooms cancelled up to 48 hours prior to arrival no penalties apply
All other cancellations, as well as 'No shows' will be charged 100% for the first night.

4. Other terms & conditions

4.1. All offers are subject to availability and must be confirmed by the hotel.
Arrangements, not restricted by a certain time period, are not valid during holidays or special events.

4.2. Services which have not been used will not be refunded.

4.3. The Hotel des Balances does not accept liability for services provided by third parties, such as excursions, concerts and/or other activities.

4.4. Checkin is at 2 p.m. We kindly ask you to advise us in advance if you plan to arrive before 2 pm. or after 6 pm. Check out is before 11.30 am.

4.5. Prices appearing in Euros have been calculated at an average rate of 1 Euro = CHF 1.50. The currency exchange rate of the day will be charged.

4.6. Prices are subject to change.

4.7. Alterations of these general terms and conditions must be made in writing.

Hotel Des Balances