



PARK HOTEL
VITZNAU

HEALTH & WEALTH RESIDENCE

General terms and conditions

Seminars, conferences, banquets, room reservations for groups

The terms and conditions govern the contractual relationship between the customer and Hospitality Visions Lake Lucerne AG. We ask that you carefully read the following terms and conditions, which form part of the contract. Thank you for your attention.

1. Reservations

A contract is concluded between the organiser and Hospitality Visions Lake Lucerne AG if:

- a. the organiser has confirmed an offer from Hospitality Visions Lake Lucerne AG in writing
 - b. Hospitality Visions Lake Lucerne AG has confirmed a request from the organiser in writing
- Changes to the content of the contract are binding only if Hospitality Visions Lake Lucerne AG has confirmed them in writing.

1.1 Offers

The acceptance period for offers from Hospitality Visions Lake Lucerne AG is 14 days if no other time period has been agreed.

After that period, Hospitality Visions Lake Lucerne AG is no longer bound by the offer. Park Hospitality Visions Lake Lucerne AG reserves the right to rescind an offer for just cause.

1.2 Options

Options are binding on both parties during the agreed period of the option. After expiry of the option period, Hospitality Visions Lake Lucerne AG reserves the right to retract the reserved dates and services if no written mutually signed confirmation order exists.

2. Changes in number of participants

The organiser is obliged to notify Hospitality Visions Lake Lucerne AG of any changes in the number of participants as soon as possible. Hospitality Visions Lake Lucerne AG will make every effort to otherwise assign the unused reservations on equal terms.

2.1 An accurate number of participants at seminars and events is to be communicated to Hospitality Visions Lake Lucerne AG at least 14 days before the date of the event. Any further adjustments to the number of persons that are less than +/- 10% and have been communicated up to three business days before the event are not charged. A reduction in the number of participants can influence room arrangements. If more participants than the number communicated participate in the event, the charge will be based on the actual number of participants.



PARK HOTEL
VITZNAU

HEALTH & WEALTH RESIDENCE

3. Cancellation by the organiser

3.1 Cancellation of events must be communicated to Hospitality Visions Lake Lucerne AG as soon as possible and in writing. For full cancellation of banquets, seminars and room reservations, the following cancellation fees apply:

Cancellation of banquets, meetings, seminars and Residences, Suites and Junior Suites booked with the event:

120 to 61 days before event: 25% of the total cost
60 to 31 days before event: 50% of the total cost
30 to 15 days before event: 75% of the the total cost
from 14 days before event: 100% of the total cost

Cancellation of a wedding and Residences, Suites and Junior Suites booked with it:

120 to 61 days before event: 50% of the total cost
from 60 days before event: 100% of the total cost

Hospitality Visions Lake Lucerne AG's receipt of notice of cancellation is decisive in the calculation of the cancellation fee.

Cancellations as a consequence of COVID19 will be considered situational and the cancellation fees will be adjusted accordingly by HVLL AG if necessary.

HVLL AG reserves the right to charge a handling fee for expenses already incurred also if the event is cancelled within the above deadlines.

4. Cancellation by Hospitality Visions Lake Lucerne AG

If Hospitality Visions Lake Lucerne AG has reasonable grounds to believe that an event or arrangement may jeopardise the smooth operation, security or reputation of the hotel, or in the event of force majeure, or if the organiser has not complied with the agreed advance payments in section 9.1, Hospitality Visions Lake Lucerne AG is entitled to cancel the reservation at any time without compensation. The organiser may not assert a claim for damages against Hospitality Visions Lake Lucerne AG in such cases.

5. The use and duration of use of premises and rooms

The offer and reservation confirmation state the organiser's permitted duration of use of the premises. Outside these hours, Hospitality Visions Lake Lucerne AG may at any time take control of the premises.

a) Room check-in is generally at 3pm. Rooms must be vacated by 12pm. For check-out after 12pm, the hotel may charge 50% of the room rate. For check-out after 6pm, 100% of the room rate will be charged.

b) Surcharges for evening events
From midnight, a night-time surcharge of CHF 300.00 per hour or part thereof applies, regardless of the number of remaining guests.

c) Excess expense for hotel staff, such as for seating arrangements, waste disposal and cleaning, which are not listed in the order confirmation, will be charged. Only easily removable adhesive tape may be used to install decorations. Nails or screws, etc., are not to be used.

d) The preparation time needed for assembling and disassembling seminars or exhibitions will be charged.



PARK HOTEL
VITZNAU

HEALTH & WEALTH RESIDENCE

6. Delivery

No storage space for exhibits or technical equipment is available at the hotel. We ask that you deliver your goods no earlier than one day before the event and pick them up no later than 24 hours after the event. For goods delivered in advance, the organiser must obtain approval from Hospitality Visions Lake Lucerne AG.

Exhibits may remain in the exhibition and/or seminar room overnight, but must be insured by the organiser. The hotel management assumes no liability.

7. Room rental

For banquets, no room rental fee is generally charged but there is a minimum consumption per room or event determined by the size of the room.

If premises are rented for marketing events or meetings without food and beverage consumption, the hotel reserves the right to charge the minimum consumption.

8. Bringing in food and drink

Bringing in food and drink is not permitted. Exceptions to this rule require a written agreement with Hospitality Visions Lake Lucerne AG.

9. Payment terms

Hospitality Visions Lake Lucerne AG invoices are due within 10 days from the date of the invoice without deduction.

9.1 Advanced payment

- a) Hospitality Visions Lake Lucerne AG reserves the right to request a deposit from 75-100% for banquets and seminars, or any other individually agreed advance payment.
- b) For reservations with a foreign billing address or reservations from abroad, we claim the right to request a deposit of 100% of the reserved service.
- c) If the organiser defaults on the deposit, Hospitality Visions Lake Lucerne AG is entitled to rescind the contract in accordance with paragraph 4 of these terms and conditions.
- d) If the event is cancelled, the deposit will be taken into account of the cancellation invoice.

9.2 Date reservation weddings

With a written reservation of a date the client is obligated to pay a deposit of 10% of the event forecast. This deposit is non-refundable and will be accounted to the final invoice.



PARK HOTEL VITZNAU

HEALTH & WEALTH RESIDENCE

10. Liability

10.1 Hospitality Visions Lake Lucerne AG shall be liable towards the customer for intentional or grossly negligent contractual or non-contractual damage. The customer bears the burden of proof. Liability for slightly negligent damage and liability without fault are inapplicable.

- a) Hospitality Visions Lake Lucerne AG disclaims all liability to the customer, the organiser, presenters, participants or third parties for theft or damage of items brought, clothes or materials. This also applies to vehicles in the hotel car park.
- b) The customer shall be liable to Hospitality Visions Lake Lucerne AG for all damages and losses caused by them or their assistants, guests or participants without Hospitality Visions Lake Lucerne AG having to prove fault to the customer.
- c) For third-party services, the hotel acts in the name and on the account of the customer. The customer is responsible for maintenance and orderly return, and Hospitality Visions Lake Lucerne AG is free from claims.
- d) The organiser is responsible for insurance for the event and/or materials brought in (goods brought in). Hospitality Visions Lake Lucerne AG may demand proof of such insurance.
- e) The customer is liable in case of damage or gross contamination of the rooms, the furniture and the technical equipment.
- f) No additional decoration material should be used without the hotel's express consent. The organiser is responsible for ensuring that any decorations used meet fire regulations. The hotel may demand proof of this. The responsibility to the fire service lies with the organiser.

11. Media / publications

Advertisements in the media (such as newspapers, radio, television, internet) with reference to an event at the hotel require prior written consent from Hospitality Visions Lake Lucerne AG.

12. Musical entertainment

Organisers of events (except family celebrations and weddings) with musical entertainment are required to report this to SUIISA (Cooperative Society of Music Authors and Publishers in Switzerland). The hotel disclaims all liability for the organiser's failure to comply with the reporting obligation.

13. Pets

Pets are not allowed in the whole Park Hotel Vitznau. This applies to the entire hotel, including all restaurants, the public areas of the hotel, the outdoor area and the suites.

14. Applicable law / place of jurisdiction

Swiss law applies exclusively to the reservation agreements together with the general conditions and any supplementary agreements, as well as any resulting contracts. Vitznau is the sole venue for all differences relating to the present terms and conditions.

15. Final provisions

Prices are subject to change at any time. All prices are in Swiss francs and include value added tax (VAT). The organiser shall bear any increase in VAT after the contract is concluded. The hotel reserves the right to make price adjustments. Changes to these general terms and conditions must be in writing.

Vitznau, November 2020