



PARK HOTEL
VITZNAU

HEALTH & WEALTH RESIDENCE

General Terms and Conditions

Seminars, Conferences, Banquets, Events and Room Reservations for Groups

The terms and conditions listed below form part of the contract between the customer and Hospitality Visions Lake Lucerne AG (HVLL AG). We advise you to read them through carefully and thank you for doing so.

1. Reservations

A contract between the guest and HVLL AG exists if:

- a) an offer made by HVLL AG is confirmed in writing by the Organiser of the event
- b) a request by the Organiser of the event is confirmed in writing by HVLL AG

Changes to the content of the contract are only binding once confirmed in writing by HVLL AG.

1.1 Offers

Unless otherwise agreed, offers made by HVLL AG must be accepted within 14 days. HVLL AG reserves the right to withdraw offers not accepted either within 14 days or within the pre-agreed time. HVLL AG reserves the right to withdraw from offers if deemed necessary.

1.2 Options

Options are binding for both parties during the agreed option period. Should the option period end without a confirmation order signed by both parties, HVLL AG reserves the right to cancel the reserved dates and services.

2. Changes in Participant Numbers

HVLL AG must be informed of any changes to the number of participants as soon as possible. HVLL AG will make every effort to sell on unused allocations based on the same terms and conditions.

The total number of participants at seminars and events must be confirmed to HVLL AG latest 14 days before the event. Any changes of less than 10% to the number of participants or number of suites reserved communicated up to three working days before the event will not be included in the invoice. A reduction in the number of participants may affect the room allocation. Should more participants than the number confirmed attend the event, the final invoice will be based on the actual number of participants on the day.

3. Cancellation by the Organiser

Cancellation of events must be confirmed as soon as possible in writing to HVLL AG. The following cancellation fees apply for full cancellation of banquets, seminars and room reservations:

Cancellation of events as well as residences, suites and junior suites:

- 120-61 days before the event: 25% of the total cost
- 60-31 days before the event: 50% of the total cost
- 30-15 days before the event: 75% of the total cost
- 14-0 days before the event: 100% of the total cost

The amount invoiced will be calculated based on the date on which HVLL AG receives the cancellation in written form.



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4. Cancellation by HVLL AG

Should HVLL AG have suitable reason to believe that an event or arrangement may jeopardise the smooth running, security or reputation of the hotel, in the event of force majeure, or should the organiser not comply with the agreed terms and conditions of the advance payment as detailed in Section 9, then HVLL AG reserves the right to cancel the reservation, without any charges. Should this be the case, the Organiser may not make any claim for damages.

5. The Use and Duration of Premises and Rooms

The period of time the premises are available to the Organiser is specified in both the offer and the reservation confirmation. Outside these specified times, HVLL AG may use the premises as they wish.

- a) Hotel rooms are available for check-in from 3pm on the day of arrival and must be vacated by 12pm on the day of departure. Both early check-in and late check-out are possible on request and subject to availability. Late check-out (after 12pm) may result in a charge of 50% of the room cost. Departures after 18:00 are subject to 100% of the room cost.
- b) Surcharges for evening events
From midnight onwards, a night-time surcharge of CHF 300.00 per hour or part thereof applies, regardless of the number of remaining guests.
- c) Additional costs for hotel staff not listed in the order confirmation, such as for clearing up, seating arrangements, waste disposal and cleaning, will be invoiced. Only easily removable adhesive tape may be used when decorating. Nails and screws, etc., may not be used.

6. Delivery

The hotel has no extra storage space for decorations, exhibition material or technical equipment. We therefore ask that you deliver any goods and equipment no earlier than one day before the event and collect these items no later than 24 hours after the event. Please contact HVLL AG to arrange advance delivery of goods and equipment.

Exhibition items may be left in the exhibition and/or seminar room overnight, but must be insured by the organiser. The HVLL AG accepts no liability.

7. Room Rental

There is either a room rental fee or a minimum consumption defined.

8. Bringing in Food and Drink

Bringing in food and drink is generally not permitted. Exceptions to this rule require written agreement from HVLL AG.

9. Payment Terms

Invoices from HVLL AG are to be paid in full within 10 days of the date of the invoice.

- a) HVLL AG reserves the right to request an advance payment of either 75-100% or an individually pre-arranged deposit for banquets and seminars.
- b) An advance payment of 100% is required for reservations with a foreign invoice address or for reservations from abroad.



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- c) If the advance payment is late, HVLL AG reserves the right to back out of the contract as determined in Section 4 of these terms and conditions.
- d) If the event is cancelled, the advance payment will be taken into account when issuing the cancellation invoice.

10. Liability

HVLL AG is liable to the Organiser for contractual or non-contractual damage caused either intentionally or as a result of gross negligence. Burden of proof lies with the Organiser. HVLL AG is neither liable for damage caused by moderate negligence nor for liability without fault.

- a) HVLL AG is not liable for the theft of and damage to property (objects, clothing or equipment) which is brought onto the premises by the Organiser, speakers, participants or third parties. This also applies to vehicles in the hotel car park.
- b) The Organiser is liable to HVLL AG for all damage and loss or other prejudice caused by themselves, their employees, agents or participants. HVLL AG does not need to prove guilt.
- c) For third-party services, the hotel acts on behalf, in name and financially, of the Organiser. The customer is responsible for maintenance and orderly return, and HVLL AG is free from claims.
- d) The Organiser is responsible for insuring the event and items or equipment brought onto the premises by the Organiser. HVLL AG reserves the right to see proof of insurance cover.
- e) The Organiser is liable for damage to and any above normal cleaning of rooms, furnishings and technical equipment deemed necessary.
- f) No additional decoration material may be used without the hotel's express consent. The Organiser is responsible for ensuring that any decorations used meet fire regulations. HVLL AG reserves the right to see adequate documentation. Responsibility towards the fire service lies with the Organiser.

11. Media / Publication

Advertisements in the media (such as newspapers, radio, television, internet) referring to the event in the hotel require prior written approval from HVLL AG.

12. Musical Entertainment

Every Organiser of an event (other than family events and weddings) providing musical entertainment must register their event with SUIISA (Swiss Cooperative Society for Music, Authors and Publishers). The hotel declines all liability should the organiser not comply with this regulation.

13. Pets

Pets are not allowed at the Park Hotel Vitznau. This applies to the entire hotel including all restaurants, public areas, residences and suites.

14. Applicable Law / Place of Jurisdiction

Swiss Law applies to the contract. Swiss Law applies to all reservation agreements, including general terms and conditions and any additional agreements, as well as contracts entered into based on these conditions. The sole place of jurisdiction for any disputes arising from the terms and conditions presented here is Vitznau.



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15. Final Provisions

We reserve the right to alter prices at any time. All prices and costs mentioned are in Swiss Francs and include VAT. The guest is liable for any increase in VAT made after the contract has been signed. Changes to these terms and conditions must be made in writing.

Vitznau, December 2018