

General terms and conditions

Valid from January 2015

The general terms and conditions are applied on any contract of the Hospitality Visions Lake Lucerne AG, Campus Hotel Hertenstein.

Reservations

- 1.1 Between the organizer and the Campus Hotel Hertenstein a contract comes into existence, if a. an offer by the Campus Hotel Hertenstein is confirmed in written form by the organizer, or
 - b. the organizer's inquiry is reconfirmed by the Campus Hotel Hertenstein in written form.

Amendments to the contract are only binding, if they are confirmed in written form by the Campus Hotel Hertenstein.

1.2 Offers

The acceptance period for offers of the Campus Hotel Hertenstein is 14 days, unless a different period has been agreed. Thereafter, the Campus Hotel Hertenstein is no longer bound to the offer. The CHH reserves the right for important reasons to withdraw from an offer.

1.3 Options

Options are binding for both parties during the agreed option period. After the expiration of the option period, the Campus Hotel Hertenstein reserves the right to dispose of the reserved data and services, unless there is a written, mutually singed order confirmation.

2. Participants

2.1 Banquet / Seminar

The number of participants indicated by the client is considered the basis for all calculations by the Campus Hotel Hertenstein. If the actual number of participants is smaller, the confirmed number will be used for the billing see 3.2. Any resulting additional participant costs are invoiced.



3. Cancellation policy

3.1 The described cancellation policy applies for banquets, seminar and individual room reservations.

3.2 Cancellation

Cancellations of events must be reported to Campus Hotel Hertenstein as early as possible in written form. Cancellations made on the basis of the agreed total output are invoiced as follows:

) 1 - 6 People: up to 2 days before arrival		free of charge
	1 through 0 days before arrival	100%

b) from 6 people onwards, the following conditions apply:

' '	3	LEVEL 1	LEVEL2
Days before event	possible free reduction	quota per night	quota per night
	in % of the originally booked number of	Is less than 30 rooms	equals 30 rooms or more
	participants	charging in % of the lost turnover for complete cancellation of the event	charging in % of the lost turnover for complete cancellation oft he event
0 – 3 Days	0%	100%	100%
4 – 29 Days	5%	80%	90%
30 – 59 Days	10%	50%	75%
60 – 89 Days	20%	30%	50%
90 – 119 Days	50%	10%	30%
Up to 120 Days	100%	free of charge	free of charge

c) Banquets and seminars without room reservations have the option of following numbers to reduce without charge. Level 1 and Level 2 remain as described under 3.2 b).

0-3 Days 5% Up to 4 Days 10%

Decisive for the calculation is the arrival of the cancellation at the Hospitality Visions Lake Lucerne AG, Campus Hotel Hertenstein.

3.3 Individual guests

Cancellations for individual room reservations apply as described under 3.2 a). A reservation is considered confirmed, when a guarantee in form of a bank transfer is made or a credit card is deposited.

4. Services and Payments

4.1 Scope of services

The Campus Hotel Hertenstein is committed to provide the contractually agreed scope of services to the organizer.

4.2 Payment

By signing the contract, the organizer agrees, to the contracted payment methods on the invoice noted deadline. Bills by the Campus Hotel Hertenstein are due within 20 days from the invoice date. The invoice includes the contribution of the Campus Hotel Hertenstein and any third-party services that have been designed on behalf of the organizer to third parties.



4.3 Calculation and taxes

Our calculations are based on the confirmed number of participants. Our prices are inclusive of VAT.

4.4 Deposit

The Campus Hotel Hertenstein reserves the request for a down payment as follows:

Quota per night is less than 30 rooms per night than 31 rooms per night

60 Days 50% 75%

For reservations with a foreign billing address or reservations from abroad, a deposit of 100% of the reserved service is claimed. If the organizer is in delay with the prepayment, the Campus Hotel Hertenstein is entitled, according to section 5 under these terms and conditions, to withdraw from the contract. In case of cancellation of the event, the deposit will be credited to the cancellation invoice.

4.5 date reservations weddings

With a written reservation of a date, the client is obligated to pay a deposit of CHF 1'000.00. This deposit is non-refundable and will be accounted to the final invoice.

5. Cancellation by the Campus Hotel Hertenstein

5.1 If the Campus Hotel Hertenstein has a reason to assume that as a result of a planned or an inprogress event the safety of its employees or guests, the proper management of its operations or its reputation could be jeopardized, it may terminate the agreement at any time without any compensation in advance or during the event with full cost implications (3.2.b) for the organizer to dissolve.

5.2 Force majeure

If an incident of force majeure, the Campus Hotel Hertenstein is entitled to cancel the reservation agreement at any time without compensation.

5.3 Claims for damages against the Campus Hotel Hertenstein cannot be claimed by the organizer in all cases.

6. Use and useful life of premises and rooms

6.1 Useful life

The useful life of these premises by the organizer is specified in the offer as well as in the booking confirmation. Outside these hours, the Campus Hotel Hertenstein may at any time freely dispose of the premises.

6.2 Hotel rooms are ready to be occupied upon arrival at 3.00 p.m. On departure day the rooms must be vacated by 11.00 a.m. Early Check-In and Late Check-Out are – based on availability – possible with the rates in percent of the room rate as follows:

a) Early Check-In: after 11.00 a.m. 50% before 11.00 a.m. 80%

b) Late Check-out until 12.00 p.m. free of charge

until 15.00 p.m. 50% until 18.00 p.m. 80%

after 18.00 p.m. full room rate



6.3 Surcharge for evening events

At 12.00 a.m. the organizer will be charged with a night shift premium of CHF 250.00 per hour or part thereof, regardless of the number of remaining guests. In addition, the legal extension by the police of CHF 50.00 will be charged hourly

6.4 Additional work and expense

Additional expenditure of employees on site, for example, cleaning up, modifications, waste management and cleaning work that were not listed in the order confirmation will be invoiced. To fix the decoration only slightly soluble adhesive may be used. The use of nails and screws, etc. must be avoided and will be charged with the necessary costs.

6.5 Set-up time

The preparation time, which is also required for the construction and dismantling of seminars or exhibitions, is considered to be liable for payment.

7. Delivery

- 7.1 For exhibits or technical equipment, no storage rooms are available at the hotel. We ask you to deliver your goods at the earliest 1 day prior to the event and pick up at the latest 24 hours after the event again. For goods that are supplied in advance, the organizer requires the approval of the Campus Hotel Hertenstein and may get charged for its storage.
- 7.2 Exhibits that remain in the exhibition space or in the conference room at night must be insured and secured by the organizer. The hotel management assumes no liability.

8. Room rental

For banquets typically no room rentals are collected, but there is a quoted minimum consumption per room or event which is determined by the size of the rooms. If premises are rented for sales or for events without F&B consumption, the hotel reserves the right to charge the minimum consumption as a room rent to the guest.

9. Bringing food and beverages

Bringing food and beverages is not permitted. Exceptions require a written agreement with the Campus Hotel Hertenstein.



10. Accountability

10.1 Damage

The Campus Hotel Hertenstein is only liable for objects brought in by the customer in the event of deliberate damage or damage caused by gross negligence of a contractual or non-contractual nature and only for direct damage. The proof of such is incumbent on the client. The liability for negligent damage inflicted and debt strict liability is omitted.

10.2 Accountability

With regard to the customer, organizer, speakers, participants or third parties brought in goods, clothes or materials the Campus Hotel Hertenstein rejects any liability for theft or damage. This also applies to parked vehicles on the hotel parking area.

10.3 Fault

The customer is liable to the Campus Hotel Hertenstein for prejudice caused by himself, his personnel, any persons acting for him or participants in events or other third parties. The Campus Hotel Hertenstein declines all liability for theft and damage to objects brought in by the customer, by event participants or by third parties.

10.4 Performance of third parties

In third-party services, the hotel acts in the name and for the account of the purchaser. The purchaser is liable for care and orderly return and frees the Campus Hotel Hertenstein of any claims.

10.5 Insurance coverage

The insurance for the event or for brought-in materials (which are introduced goods) is up to the organizing client. The Campus Hotel Hertenstein may require proof of insurance.

10.6 Damage caused by hirer

For any damage or for coarse contamination of the rooms, the furniture and technical objects, the hirer is held responsible in any case.

10.7 Decorations

No additional decoration material may be used without the express approval by the Hotel. The organizer is responsible for ensuring that the decoration material used by him complies with the fire regulations. The hotel may charge a proof. The liability to the fire department is the organizer.

11. Media / Publications

11.1 Publications

Advertisements in the media (such as newspapers, radio, television, internet) with regard to the event at the hotel requires the prior written approval by the Campus Hotel Hertenstein.

11.2 Reporting obligation

Each organizer of an event (except for family occasions and weddings) with musical entertainment is obliged to report this to the SUISA (Swiss Society for the Rights of Authors of Musical Works). The hotel accepts no liability for failure to comply with the reporting obligation by the organizer.

12. Miscellaneous

12.1 Dogs are not allowed inside the restaurant, all conference and banqueting rooms. In all other indoor and outdoor areas, they must be leashed at all times. With an advance notice, dogs are allowed in some rooms.



13. Applicable law / Place of jurisdiction

Swiss law is applied on all legal matters. Exclusive place of jurisdiction for all disputes arising from these terms and conditions is Weggis.

14. Final provisions

- 14.1 Price changes by Campus Hotel Hertenstein are specifically reserved.
- 14.2 All mentioned prices are in Swiss francs including VAT. A VAT increase after the conclusion of a contract is at the expense of the organizer. The hotel reserves the right to make price adjustments at any time without notice.
- 14.3 Changes to these terms and conditions require the written form.