

General Terms and Conditions (T&Cs) - Ittigen/Bern 2019

1. Scope

a) These General Terms and Conditions apply to the rental of conference and event rooms as well as hotel rooms from Hotel Grauholz for the purpose of holding events such as seminars, conferences, etc. as well as for all other related deliveries and services provided by the hotel.

b) Subletting or sub-leasing the provided rooms, spaces or display showcases, as well as issuing invitations to interviews, sales or similar events, requires the prior written consent of the hotel.

c) The organiser's terms and conditions shall only apply if this has been agreed in writing.

2. Pricing schemes

The organiser is obliged to pay the hotel's agreed prices for these services. This also applies to services and expenses incurred by the hotel toward third parties in connection with the event. The agreed prices include the respective statutory value added tax.

b) If the period between conclusion of the contract and fulfilment of the contract exceeds 4 months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price to an appropriate extent, but by no more than 20%.

c) Invoices from Hotel Grauholz are payable without deductions within 30 days of the invoice date. Any potential fees will always be charged to the payer. In the event of late payments, the hotel may demand overdue charges and 5% interest on arrears.

d) Hotel Grauholz is entitled to demand advance payments.

3. Cancellation/revocation

a) Seminar rooms:
Cancellations for seminars and conferences: Free of charge up to 24 h before arrival.

(b) Groups of hotel rooms:
Groups of 15 or more people:

- Up to 30 days before arrival: Cancellation free of charge

- Up to 14 days before arrival: 30% of the rooms free of charge

c) Single guests (1 – 4 rooms):

- On the day of arrival until 18:00: Cancellation free of charge

If the number of participants is lower, the guaranteed number will be charged; if the number of participants is higher, the actual number will be charged. Special services which have been agreed and which become useless as a result of cancellation shall be remunerated in any case. If Hotel Grauholz has reason to believe that the event threatens to endanger the smooth running of the business, the security or the reputation of Hotel Grauholz, Hotel Grauholz shall be entitled to cancel the event/reservation without compensation.

4. Liability

a) The customer shall be liable for losses and damages caused by their employees, assistants or event participants. It is the customer's responsibility to take out appropriate insurance for this. Hotel Grauholz may request proof of insurance. In order to prevent damage to the walls, affixing decorative materials and other objects to them must always be agreed with Hotel Grauholz. The customer must always guarantee that such material meets the requirements of the fire service.

b) Hotel Grauholz shall be liable for loss or damage of items brought along only in the event of intent or gross negligence.

c) If a hotel parking space is made available to the customer, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel.

d) Messages, mail and consignments for the guests will be handled with care. The hotel will take care of the delivery. Storage and – on request – forwarding of the items for a fee. Claims for damages are excluded.

f) The hotel's own car park shall be kept clean by the hotel in all conscience and snow shall be cleared and salt shall be spread on the ground. However, use is always at the user's own risk. Claims for damages are excluded.

5. Third-party services

Insofar as Hotel Grauholz procures technical equipment or other equipment from third parties for the customer in accordance with the agreement, Hotel Grauholz shall act in the name of and on behalf of the customer. The customer shall be liable for the careful handling and proper return of such equipment and shall indemnify Hotel Grauholz against all claims by third parties.

6. Food and drinks

Food and drinks are available from Hotel Grauholz. In special cases (national specialities, etc.), a different written agreement may be made subject to a service charge or corkage.

7. Musical entertainment

The following conditions apply to the obligation to provide musical entertainment:

1. The volume must be kept at a decibel level that does not disturb our other guests.
2. Please note the stipulation that musical entertainment must end at 01:30 a.m. if the contract includes music. Of course, there is nothing wrong with an encore.
3. Electronically amplified music or otherwise loud music must be attenuated from 23:30 onward out of consideration for our hotel guests.
4. Guggenmusik (carnival band music) and similar loud performances are not permitted after 22:00.

8. Newspaper advertisements/other advertising

Newspaper advertisements and other advertising with reference to events at Hotel Grauholz require the prior written consent of Hotel Grauholz. In the event of publication without consent, Hotel Grauholz may cancel the event; in this case, aforementioned paragraph 3 shall apply. (Refusals)

9. Insurance

Hotel Grauholz declines any responsibility for theft and damage of objects, clothes and materials brought onto the premises.

10. Miscellaneous

a) Bern is agreed as the place of performance and jurisdiction. However, Hotel Grauholz is also entitled to sue at the place of residence or registered office of the customer.

b) The general terms and conditions and the contracts concluded on the basis thereof shall be governed exclusively by Swiss law.

c) Should any provision of these general terms and conditions be invalid, this shall not affect the validity of the remaining provisions in case of doubt. The invalid provisions shall be replaced by a valid provision that comes as close as possible to the invalid provision.

d) Deviating agreements must always be in written form.