

# GENERAL TERMS AND CONDITIONS

## **SEEDAMM PLAZA - The general terms and conditions for conferences, seminars, congresses, events and hotel rooms.**

### **1 Booking**

The booking agreement and any changes with regard to services provided by the SEEDAMM PLAZA will be binding for the hotel only, when the hotel and the client have indicated their acceptance of the agreement and any changes in writing.

### **2 Use of rooms**

- 2.1 A minimum of 21 days before the start of the event, the event planner must provide the SEEDAMM PLAZA with the detailed programme; to include function room set up and audio visual/technical requirements as well as any additional specific needs, allowing the SEEDAMM PLAZA to ensure the smooth running of the event. Major changes from these arrangements after this deadline will be charged according to the labour and other additional costs incurred by the hotel.
- 2.2. The event planner will send the SEEDAMM PLAZA the guaranteed list of participants and room requirements no later than 21 days before the start of the event. Billing will be based upon these guaranteed requirements.

### **3 Cancellation and partial cancellation of the booking**

- 3.1 Cancellation of a booking relating to seminars/congresses/events/hotel rooms must be submitted to the SEEDAMM PLAZA in writing, as specified under Paragraphs 2 and 4. If the booking is cancelled in its entirety without the SEEDAMM PLAZA being in any way responsible for this, the SEEDAMM PLAZA will charge the client the following lump-sum cancellation rates for the services booked (Paragraph 1). The following conditions shall also apply, unless different arrangements have been specifically agreed on in the confirmation

Cancellation of events up to 39 persons	Cancellation of events from 40 persons
60 to 31 days prior to event: 25%	90 to 61 days prior to event: 25%
30 to 15 days prior to event: 50%	60 to 31 days prior to event: 50%
14 to 1 day prior to event: 75%	30 to 15 days prior to event: 75%
during the event: 100%	from 14 days prior to event: 100%

- 3.2 In case of a cancellation of any part of previously confirmed services (including accommodation reservations) valued in excess of CHF 2000.-, the conditions set out under paragraph 3.1 will apply.
- 3.3. Cancellations of accommodation with a amount of less than CHF 2000.- sales volume are free of charge until 48 hours prior to the arrival date. Cancellations after this deadline will result in a cancellation fee of the first night stay to the full extent.
- 3.4. If, at any time, the SEEDAMM PLAZA has reasonable assumptions to believe that the event or arrangements will adversely affect the smooth operation, the security, or the reputation of the SEEDAMM PLAZA, the SEEDAMM PLAZA reserves the right, to cancel the booking agreement with no obligation to provide compensation.

### **4 Number of participants**

- 4.1. The event planner is to provide the SEEDAMM PLAZA in writing with a guaranteed number of participants; for room bookings 21 days prior to the start of the event, and for food and beverage services 4 business days prior to the event. Billing will be based upon the guaranteed numbers provided. Guest rooms not used from the initial block reservation will be released 20 days prior to the event.
- 4.2. The in Paragraph 4.1. provided number of participants for food and beverage services, is the valid allocation base for billing instruction. In case of a higher number of participants, the effective number of attendees will be charged.

### **5 Liability**

The SEEDAMM PLAZA shall be liable vis-à-vis the client for intentional damage or gross negligence, whether contractual or extracontractual. The client is obliged to prove negligence. Liability stipulations for incidental or reckless damage and no-fault liability are waived.

## **6 Additional conditions**

- 6.1. Unless covered by a separate written agreement, the client agrees to purchase all food and beverages from the SEEDAMM PLAZA.
- 6.2. In principle, media advertisements (e.g. newspapers, radio, TV, Internet) that refer to an event in the SEEDAMM PLAZA require prior written approval from the SEEDAMM PLAZA.
- 6.3. The event's evening hours may only be extended with the SEEDAMM PLAZA's prior approval. If the reserved event's ending time is likely to extend beyond the legal closing time, the client must consult the SEEDAMM PLAZA as soon as possible so that the necessary permits can be obtained and appropriate organizational measures can be taken.
- 6.4. Damages: The SEEDAMM PLAZA shall hold the client liable for all damages and losses caused by the client, its agents or participants, without the SEEDAMM PLAZA having to prove negligence on the part of the client. The SEEDAMM PLAZA rejects all liability for theft and damage to materials brought in by the event planner, participants, speakers or third parties.
- 6.5. Event insurance and/or insurance for items brought into the SEEDAMM PLAZA are the responsibility of the client. The SEEDAMM PLAZA reserves the right to request proof of insurance.
- 6.6. Payment terms: The SEEDAMM PLAZA reserves the right to require partial or full payment of the booking contract in advance. For events with a billing address outside of Switzerland, 100% advance payment is required. This also applies for events which are booked from abroad. Unless otherwise agreed, the SEEDAMM PLAZA will present an invoice for services provided at the end of the event or as arranged. The client is obliged to settle the account prior to checking out of the SEEDAMM PLAZA or no more than 10 days from date of invoice, without deduction. Invoices totalling less than CHF 300.- are to be paid immediately after the event, otherwise there will apply an administrative charge of CHF 20.-.
- 6.7. Any additional labor required by the organization not previously arranged in the booking confirmation, will be charged for, i.e. disposing of meeting materials, additional cleaning, and re-organization of room set-up.
- 6.8. Applicable law/jurisdiction: This booking contract, including general terms and conditions, and all applicable supplemental agreements, as well as contracts concluded on this basis shall be governed exclusively by Swiss law. The municipality of Freienbach SZ shall have exclusive jurisdiction for all disputes arising from this agreement.
- 6.9. Amendments to these general booking conditions must be made in writing.

The undersigned declares that he/she has personally read and understood these stipulations and, either personally or on behalf of the client, accepts the terms and conditions of this booking agreement.

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City

Date

Signature

