

General terms and conditions

of Hospitality Visions Lake Lucerne AG, operating facility Neuro Campus Hotel, hereinafter referred to as HVLL AG.

Changes to the content of the contract are only binding if they have been confirmed in writing by Hospitality Visions Lake Lucerne AG.

1. Reservations

1.1 Between the organizer and the HVLL AG a contract comes into existence, if

a. an offer by the HVLL AG is confirmed in written form by the organizer. the organizer's inquiry is reconfirmed by the HVLL AG in written form. Amendments to the contract are only binding, if they are confirmed in written form by the HVLL AG.

1.2 Offers

The acceptance period for offers of the HVLL AG is 14 days, unless a different period has been agreed. Thereafter, the HVLL AG is no longer bound to the offer. The HVLL AG 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 HVLL AG reserves the right to dispose of the reserved data and services, unless there is a written, mutually signed order confirmation.

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.

2.1 Banquet / Seminar

The number of participants indicated by the client is considered the basis for all calculations by the HVLL AG. If the actual number of participants is smaller, the confirmed number will be used for the billing see 3.. Any resulting additional participant costs are invoiced.

3. Cancellation policy

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 room reservations:

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.

3.1 The described cancellation policy applies for banquets, seminar and individual room reservations. For changes in number of participants see section 2.

3.2 Individual guests

Cancellations for individual room reservations apply as described in the room confirmation. 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

HVLL AG 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 HVLL AG are due within 20 days from the invoice date. The invoice includes the contribution of the HVLL AG 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

HVLL AG reserves the right to request an advance payment of either 75-100% or an individually pre-arranged deposit for banquets and seminars. An advance payment of 100% is required for reservations with a foreign invoice address or for reservations from abroad. If the advance payment is late, HVLL AG reserves the right to back out of the contract as determined in Section 5 of these terms and conditions. If the event is cancelled, the advance payment will be taken into account when issuing the cancellation invoice.

4.5 Date reservations weddings

With a written reservation of a date, the client is obligated to pay a deposit of CHF1'000.00. This deposit is non-refundable and will be accounted to the final invoice.

5. Payment of the restaurant consumptions with taste4.me App

In all gastronomic facilities of DAS MORGEN, restaurant consumption can be ordered, managed and paid for using the web app "taste4.me" from the company smartTONi SA.

6. Cancellation by the HVLL AG

6.1 If the HVLL AG has a reason to assume that as a result of a planned or an in- progress 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.

6.2 Force majeure

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

6.3 Claims for damages against the HVLL AG can not be claimed by the organizer in all cases.

7. Use and useful life of premises and rooms

7.1 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 HVLL AG may at any time freely dispose of the premises.

7.2 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	before 12.00 p.m.	free of charge
	before 15.00 p.m.	50%
	before 18.00 p.m.	80%
	after 18.00 p.m.	full room rate

7.3 Surcharge 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.

7.4 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.

7.5 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.

8 Delivery

8.1 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 HVLL AG and may get charged for its storage.

8.2 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.

9 Room rental

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

10 Bringing food and beverages

Bringing food and beverages is not permitted. Exceptions require a written agreement with the HVLL AG.

11 Accountability

11.1 Damage

The HVLL AG 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.

11.2 Accountability

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

11.3 Fault

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

11.4 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 HVLL AG of any claims.

11.5 Insurance coverage

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

11.6 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.

11.7 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.

12 Media / Publications

12.1 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 HVLL AG.

12.2 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.

13 Pets

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.

14 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.

15 Final provisions

15.1 Price changes by HVLL AG are specifically reserved.

15.2 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.

15.3 Changes to these terms and conditions require the written form.