



SEEPARK THUN
CONGRESS
HOTEL****

GENERAL TERMS AND CONDITIONS

1 Framework conditions

1.1 **Booking of meeting rooms, hotel rooms and catering**

A booking is considered to be definitive on receipt of a valid order confirmation and on payment of a deposit of 25 % of the likely total costs, otherwise the Congress Hotel Seepark Thun reserves the right to reallocate the rooms in question.

1.2 **Booking technical and organisational services**

Booking and any changes to the desired services are only binding for Seepark if they are confirmed and reconfirmed in writing by Seepark and the client.

The event organiser is to provide Seepark with a detailed programme no less than 30 days prior to the event, containing information on the setting up of the rooms and technical aids as well as all the information that Seepark may require ensuring the smooth operation of the event. Major changes may be billed according to expense and actual cost.

Unless instructed otherwise by the event organiser, the seminar rooms will be set up according to our standard plan.

1.3 **Booking catering**

Seepark must be informed in writing of the Food & Beverage services required no less than 7 working days before the start of the event. In the event of a difference between the services booked and those actually provided, a billing tolerance of 5 % is used as the basis for calculation.

1.4 **Seminar timetable**

Unless written instructions from the event organiser state otherwise, the following seminar timetable will apply:

Arrival previous evening

07.00	Breakfast buffet
08.00	Morning session starts
09.30 – 10.00	Coffee break
12.15	Business lunch
13.45	Afternoon session starts
15.00 – 15.30	Coffee break
17.00 – 18.30	Afternoon ends/wellness/sport
19.00	Dinner, menu service
17.00	End of seminar on last day

1.5 **Hotel**

If the Hotel Seepark is unable to provide all the agreed rooms, it undertakes to provide alternative accommodation of equal or greater value. The resulting costs, such as higher room rates, transport costs, etc. are covered by Seepark.

2 Billing

Unused services during the event and no shows will be charged at 100 %.

Change requests or additional costs during the seminar which are not taken into account in the order confirmation will be billed at cost (CHF 120.–/hour).

Without special notice from the event organiser, all services provided will be added to the overall bill. Unless agreed otherwise in the contract, unspecified ordinary ancillary services (such as telephone calls from rooms, bar consumption, parking charges, minibar use, massages) are to be paid on departure by each guest. In the event of non-payment by the individual delegates, the event organiser will be liable.

3 Withdrawal, cancellation

3.1 **By the event organiser**

If the event organiser cancels the event or part thereof, the following costs will be payable on the basis of the likely total cost or cost for the part cancelled:

90 to 31 days before the event: 50 %

30 to 0 days before the event: 100 %

No show, or during the event: 100 %

These percentages refer to lodging and meeting room rents. Up to 7 days before event: 95 % of the ordered F&B arrangements.

3.2 **By Seepark**

Seepark is entitled to withdraw from the contract without indemnity on important grounds, especially

3.2.1 if the deposit payment requested under section 1.1 is not paid within the specified period.

3.2.2 in unforeseeable, extraordinary and non-culpable circumstances and in the event of force majeure, if these circumstances make the fulfilment of the services by the Congress Hotel Seepark Thun impossible or unfeasible.

3.2.3 if Seepark can justify the assumption that the event or arrangement could endanger the smooth business operation, safety or reputation of the Congress Hotel Seepark Thun.

3.2.4 if there is illegal subletting or reletting.

3.2.5 if it comes to the attention of Seepark that the other party to the contract is not sufficiently solvent and that consequently the payments demanded by Seepark appear to be endangered.



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4 Payment Terms

Unless specifically agreed otherwise in the booking agreement, the following payment terms apply: 25 % of the likely total costs (see also 1.1 in advance) Final settlement: 30 days from invoice date

5 Liability

5.1 Event organiser's liability

The event organiser is liable to Seepark for any damage and losses caused by him or his agents or delegates, without Seepark having to prove any fault to the event organiser.

The event organiser is responsible for arranging insurance for the event and materials provided. Seepark may request evidence of this insurance.

The signposted emergency exits must not be blocked or obstructed.

5.2 Seepark's liability

Seepark is liable to the event organiser for any intentional or grossly negligent or non-contractual damages. The burden of proof of fault lies with the event organiser. Liability for slightly or moderately negligently caused damages and non-fault liability is excluded.

Seepark does not accept any liability for theft or damage to materials brought in by the event organiser, delegates, speakers or third parties. This does not include materials which are expressly entrusted to the care of an authorised member of Seepark staff.

In the event of the loss or damage to vehicles parked, stopped or left in the Seepark parking area or their contents, Seepark does not accept any liability unless Seepark is proven to have been grossly negligent.

6 Overtime Permit

Evening extensions of events are only possible by prior agreement with Seepark. If the legal closing times (police hours) are intentionally exceeded with the booked event duration, the customer is to contact Seepark up to 2 days before the event so that the necessary permit can be obtained and organisational measures can be taken.

7 Publication of the name of the Congress Hotel Seepark Thun

The use of the Seepark name in advertisements, newspapers, radio, television and the internet requires prior written consent from Seepark. This does not include publication of the name as explanation of the location of the event or in directions sent to a limited number of delegates.

8 Bringing own food and drinks

The event organiser, its delegates and guests may only bring food and drinks to events by written agreement with the hotel. In such cases, the hotel may levy a service charge to cover overheads.

9 Conclusion

9.1 Contract amendments

Amendments to these general terms and conditions must be made in writing.

9.2 Jurisdiction

The sole place of jurisdiction for all disputes arising from this agreement is the city of Thun.

The event organiser confirms that he has read and understood the general terms and conditions of the Congress Hotel Seepark Thun himself, and declares, on his own behalf or that of his customer, that he is in agreement with them.

Place, date

Stamp, Signatur

Thun, March 2013