

General Terms and Conditions of Business

1. Subject of the contract

The subject of the contract is the provision by Hotel Schweizerhof Luzern of conference, banqueting and meeting rooms and hotel bedrooms, together with other services required for the organisation of the particular event.

2. Obligations of the Organiser

2.1. Use of the Premises

The organiser is required to notify all necessary details to Hotel Schweizerhof Luzern no later than 14 days before the event.

The organiser will notify the definitive number of participants to Hotel Schweizerhof Luzern no later than three working days before the event.

If a smaller number of persons than those definitively registered take part in the event, the expenditure for the number of participants definitively registered will be billed. If the number of participants exceeds the definitively registered number, the actual number will be billed. If changes are made to the original number of participants, Hotel Schweizerhof Luzern shall be entitled to adapt the premises to be provided for the occasion. Any additional third-party costs incurred as a result will be charged to the organiser.

2.1.1 Changes to equipment

The equipment as requested and confirmed shall be regarded as final. Should the organiser require changes to be made at short notice, such that Hotel Schweizerhof Luzern is obliged to devote a substantial amount of time to this task, a price supplement will be charged to the organiser.

2.1.2. Reimbursement of expenses

To the extent that Hotel Schweizerhof Luzern procures technical equipment or other services from third parties for the organiser, it is acting in the name and on behalf of the organiser. The organiser undertakes to reimburse all expenditure and outlay incurred by Hotel Schweizerhof Luzern for the correct performance of the order to Hotel Schweizerhof Luzern and to release said hotel from obligations entered into. The organiser shall be liable for the careful use and proper return of the technical equipment rented on his instructions.

2.2. Start and Finish of the Event

The start and end of the event are determined by contract. Changes to the agreed times require the consent of Hotel Schweizerhof Luzern and may result in a price increase. From 00.30 onwards, CHF 400.00 will be charged for the first full hour. Thereafter, each additional hour will be charged at CHF 250.00 (police and service hour). Hotel Schweizerhof reserves the right to charge a service fee if the stated times of the event deviate by 45 minutes or more.

2.3. Bookings

Option dates are binding on both parties. On the expiry of the option dates, Hotel Schweizerhof Luzern shall be entitled to dispose otherwise of the booked premises.

2.4. Food & Beverages

Food and beverages must in principle be procured from Hotel Schweizerhof Luzern. In exceptional cases, and only with the consent of Hotel Schweizerhof Luzern, the organiser may entrust catering to a third party or bring food and drink with him, but Hotel Schweizerhof Luzern will charge a service fee and/or corkage. The organiser shall notify the final choice of menu and wine no later than 14 days before the event.

2.5. Advertising

Newspaper and other advertisements referring to events at Hotel Schweizerhof Luzern shall require the prior consent of Hotel Schweizerhof Luzern. A proof copy must be sent to Hotel Schweizerhof Luzern for approval if pictures or logos of the Hotel Schweizerhof Luzern and/or other advertising material are used. Any monetary fines or fees due to illegal advertising will be paid by the host of the event.

2.6 Deliveries

There are no storage rooms available at the Hotel Schweizerhof Luzern for exhibition goods or technology brought along. Goods will be delivered at the shortest possible notice and collected again at the latest 24h after the event. For goods delivered in advance, the organizer requires the consent of Hotel Schweizerhof Luzern. Hotel Schweizerhof Luzern declines any liability for damage and theft.

2.7 Guarantee

Faults in technical equipment made available by Hotel Schweizerhof Luzern shall be remedied immediately by the technical personnel and therefore do not give any entitlement to a reduction of the price.

3. Payment terms

3.1 Billing

The invoice amount is due for payment without any deduction within ten days after invoicing. In the event of default in payment, the default interest shall be 5%. Hotel Schweizerhof Luzern is entitled to demand a reasonable advance payment from the organizer upon signing the contract or upon agreement.

Hotel Schweizerhof Luzern assumes that a total invoice will be sent to the organizer. If the organizer wishes a special form of billing or a specific division of the invoice, this must be made known prior to the event. Even in this case, the organizer remains responsible for any unpaid invoices.

3.2. Instalments required for overnights bookings

Dates	Required instalment on or before the specified date.
6 months before arrival	min. 10% of total accommodation charge or total turnover
4 months before arrival	min. 30% of total accommodation charge or total turnover
2 months before arrival	min. 50% of total accommodation charge or total turnover or pursuant to 3.4

3.3. Instalments required for event bookings

The Hotel Schweizerhof Luzern reserves the right to request an advance payment for private events with an expected turnover of more than CHF 8'000.00 and weddings with 40 or more guests. The agreed menu price serves as the down payment; if a menu price could not yet be defined, CHF 80.00/P will be charged as a guide price. If no payment deadline has been contractually agreed for the down payment, the partial payment is to be transferred up to four weeks before the event. If the event organizer is in default with the down payment, the hotel is entitled to withdraw from the contract, to charge the event organizer for any expenses incurred up to this point and to demand a cancellation fee in accordance with 4.1 and 4.2.1.

3.4 Instalments for reservations of foreign companies

In case of reservations with a foreign billing address or reservations from abroad for events like overnight stays, an instalment of 100% of reserved services is demanded up to 1 month before arrival.

4. Withdrawal from the contract or reduction of participants by the organiser

4.1 Use of seminar and conference rooms/banquets

If the event is cancelled or the organizer withdraws from the contract for reasons that lie with the organizer, the latter undertakes to reimburse the following costs, regardless of the circumstances:

90-60 days prior to the event: 25% of the services/flat rates agreed upon in accordance with the signing of the contract.

59-30 days before the event: 50% of the services/flat rates agreed upon according to the signing of the contract

29-8 days prior to the event: 75% of the services/flat rates agreed upon in the signed contract

7-0 days prior to the event: 100% of the services/flat rates agreed upon in the contract.

If the organizer reduces the number of participants by the day of the event by more than 10% compared to the number booked when the contract was signed, the organizer is obligated to reimburse the following costs, regardless of the circumstances:

59-30 days before the event: 25% of the services/flat rates agreed upon according to the signing of the contract.

29-15 days before the event: 50% of the services/flat rates agreed upon when the contract was signed



14-8 days prior to the event: 75% of the services/flat rates agreed upon in the signed contract

7-0 days prior to the event: 100% of the services/flat rates agreed upon according to the signed contract.

Person reductions three and less days before the event will be charged at 100% (cf. 2.1), even if the total reduction is less than 10%.

If no services or packages have yet been agreed with the organizer, the latter shall nevertheless pay compensation to the extent of the above percentages, based on CHF 25.00 per person for aperitif events, based on CHF 60.00 per person for banquet events at midday and based on CHF 100.00 per person for banquet events in the evening.

In the case of cancelled bookings of meetings on the part of the organizer, he undertakes to pay the following compensation:

20-6 days before the event: 50 % of the confirmed room rent

6-0 days before the event: 100 % of the confirmed room rent

4.2 When hotel rooms are booked

4.2.1 Cancellation terms for groups/seminar guests

Hotel Schweizerhof Luzern will receive a definitive room list 14 days before the event or arrival.

Hotel Schweizerhof Luzern reserves the right to contractually determine individual cancellation conditions. In this case, these take precedence over the these General Terms and Conditions. Otherwise, the following fees/guidelines apply to group/seminar bookings (from 10 rooms per day) for cancellations:

Days before arrival	Cancellation fee:
Before 45 days	No fees
30 to 44 days	70% of the lost original fee according to the signing of the contract
7 bis 29 Tage, 18.00 Uhr	90% of the loss of the original booking according to the signing of the contract.
Less than 7 days before arrival at 6:00 pm	100% of the agreed original logement turnover according to the signing of the contract.

The cancellation of individual rooms of group/seminar bookings can be accepted within the following deadlines free of charge:

Tage vor Anreisettermin	Anzahl Zimmer
30 to 44 days	20% of the booked rooms
7 to 29 days, 6 p.m.	10% of the booked rooms
Later than 7 days before arrival at 6:00 pm	0 % of the booked rooms (Groups of 10-19 rooms are allowed to cancel one (1) room free of charge until 48h before arrival. Groups of 20 rooms or more may cancel two (2) rooms free of charge up to 48h before arrival).

4.2.2 Cancellation conditions for individual guests (less than 10 rooms)

A reservation is considered confirmed when we have received a guarantee of a chargeable credit card in the specified amount.

Cancellation of a room reservation is - if the agreed booking conditions allow it and not otherwise noted in the reservation confirmation - possible until three days before arrival, at 18.00 CET, without any costs.

In case of later cancellation, no-show or late arrival, the agreed room rate of the originally planned stay will be charged. In case of early departure, the cancellation of the partial stay must be made until three days before the new departure date, at 18.00 Swiss time. In case of a later partial cancellation, the agreed room rate will be charged for the first cancelled night.

When booking a non-refundable rate, the guest is not entitled to any refund in case of cancellation, no-show, late arrival or early departure. The hotel will be owed the full amount.

All cancellations must be made in writing.

4.3 Replacement tenant

If a substitute tenant can be found for the aforementioned premises, the organizer shall be released from the obligation to pay compensation. The substitute tenant must be accepted in writing by Hotel Schweizerhof Luzern. Excluded from this are the advance services actually rendered by Hotel Schweizerhof Luzern, which are to be reimbursed by the organizer in any case.

4.4 Liability for payment

If the ordering party is not also the organizer, he shall be jointly and severally liable with the organizer for the entire invoice amount. This liability extends to additional services purchased by the event participants, unless direct payment has been expressly agreed.

4.5 Pets

Pets are welcome at the Hotel Schweizerhof Luzern. Due to the additional cleaning effort, a flat cleaning fee will be charged in any case. Hotel Schweizerhof Luzern has the right to charge for any damage caused by pets.

5. Overbooking

5.1. Overbooking by Hotel Schweizerhof Luzern

If, for any reason, Hotel Schweizerhof Luzern is unable to provide the reserved rooms, it undertakes to arrange accommodation of equal quality and will pay for all transport and accommodation costs incurred in this connection in excess of the contractual price.

6. SUISA Fee

According to law every organiser of an event with musical entertainment is obliged to inform SUISA (The Swiss Society for the Rights of Authors of Musical Works). www.suisa.ch

7. Liability for damage

The organizer is liable for losses and damages caused by his employees and/or event participants. Likewise, the organizer is liable for complaints received by the hotel during or due to his booked event because of disturbance of the night.

The premises of the Hotel Schweizerhof Luzern are under monument protection and cannot be insured against damage by third parties. Any damage to the floor, walls, columns, etc. caused during an event through the fault of the event organizer may be charged to the event organizer. The organizer is prohibited from hanging or mounting anything by means of adhesive tape, nails, etc. without the consent of the Hotel Schweizerhof Luzern.

No additional decoration material may be used without the express consent of Hotel Schweizerhof Luzern. The organizer is responsible for ensuring that the decoration material used by him with the consent of Hotel Schweizerhof Luzern complies with fire regulations. Decoration material brought by the organizer must be collected after the end of the event. Any material not collected will be disposed of by Hotel Schweizerhof Luzern at the organizer's expense. We charge CHF 200.00 per cubic meter for the disposal of congress material such as documents, cardboard boxes, etc.

Hotel Schweizerhof Luzern declines all liability for theft of and damage to clothing and items brought by event participants, as well as all liability for loss of or damage to items brought by the event organizer.

8. Withdrawal by Hotel Schweizerhof Luzern

In the event of force majeure, planned conversions, by order of the authorities, as well as failure to make the contractually agreed advance payment (Sections 3.2. and 3.3), Hotel Schweizerhof Luzern shall be entitled to withdraw from the contract without compensation.

If Hotel Schweizerhof Luzern has reason to believe that the event threatens to jeopardize the smooth operation, security or reputation of the hotel, we reserve the right to withdraw from the contract without compensation.

9. Applicable law and place of jurisdiction

This contract shall be governed by Swiss law. The parties expressly agree that the courts of Lucerne shall have sole jurisdiction.

Lucerne, 15. September 2023

