

GTC

General Terms and conditions Events

1. Scope

These general terms and conditions (GTC) regulate the legal relationships between the customers, hereinafter referred to as guests, and Arte Conference Center AG, hereinafter referred to as hotel / restaurant. Insofar as the term guest/organizer is used below, it also refers to the female guests. The terms and conditions apply to all contracts for accommodation services and / or events, including the related services. For the sake of simplicity, these terms and conditions - regardless of what service - always speaks of a contract. The contractual partners are the guest and the hotel / restaurant. Should individual provisions of these general terms and conditions be ineffective or invalid, this does not affect the validity of the contract and the other general terms and conditions.

For any disputes arising from this contract, Olten is the place of jurisdiction, unless there is another legally binding place of jurisdiction. Only Swiss law applies to all contractual, reservation and any additional agreements and the general conditions. The place of fulfillment and payment is Olten.

2. Conclusion of contract

The contract for the rental of hotel and/or event rooms and other rooms within the hotel as well as outdoor areas that belong to the property of the hotel, as well as the purchase of other deliveries and services, is concluded with the written confirmation from the guest and the hotel. Written confirmations also include electronically transmitted documents such as emails and online generated forms. The agreed services are legally binding for the hotel and the guest in every respect.

3. Prices

The prices communicated by the hotel are in Swiss Francs (CHF) and include VAT. An increase in statutory taxes after the contract is concluded is at the expense of the guest. Price changes are reserved at any time.

4. Payment arrangements

4.1 Down payment / advance payment

The hotel is entitled to request full or partial advance payment in the scope of the reservation, in particular for bookings with a foreign billing address or for a large order amount. The hotel sets the payment deadline on the invoice.

If the deposit is not paid in time, the hotel can withdraw from the contract (including all promises of performance) immediately (without a reminder) and charge cancellation costs.

GTC

General Terms and conditions Events

4.2 Final invoice

The final invoice includes the agreed price plus any additional amounts that have arisen due to additional services provided by the hotel for the guest and / or the persons accompanying them.

The final invoice must be paid in cash or by accepted debit or credit card no later than the check-out on the day of departure in Swiss Francs.

Invoices that are sent by agreement must be paid within 10 days of the invoice date. The full billing address must be announced when making the final reservation. The guest is liable for any unpaid invoices from the individual participants.

The amount invoiced must be paid without deduction. No discounts or reductions are granted on the amount owed.

4.3 Dunning

No costs will be charged for the delivery of a first reminder. Each additional dunning level is subject to a processing fee of CHF 50 and any default interest of 5% p.A. offset.

4.4 Change of invoice

A change of address on already delivered invoice will be charged a processing fee of CHF 20 per invoice.

5. Options, offers

5.1 The acceptance periods

for offers from the hotel are specified in the respective offer. After that, the hotel is no longer bound to the offer.

5.2 Option data

are binding for both parties. After the option deadline / offer has expired, the hotel can dispose of the services offered without further notice.

5.3 rooms

offered are always subject to change. An intermediate sale is therefore possible at any time.

6. Event definition

Named seminars, congresses, banquets, conferences, weddings, workshops, etc. fall under events.

GTC

General Terms and conditions Events

7. Rebooking and change

7.1 Changes in the number of people

Banquets and seminars can reduce the following number free of charge if the event takes place.

2 to 5 days before the start of the event 5% of the number of people booked
up to 6 days before the start of the event 10% of the number of people booked

7.2 Not arrival of participants

If the effective number of people is subsequently smaller, the specified guarantee number applies as the basis for offsetting. If the number of participants is higher, the actual number of participants is used for the calculation. In this case, the hotel does not guarantee that the additional participants will have space/be provided with agreed services.

Contractual changes become binding for the hotel only after a written reconfirmation. Unilateral changes or additions to the contract by the guest are invalid.

8. Cancellation

8.1 Cancellation

A reservation must be canceled in writing (by letter or email). The hotel is entitled to charge the booked services in whole or in part. Unless otherwise agreed, the following conditions apply:

Cancellation of events / events up to 50 people

free of charge up to 61 days before the event

60 to 31 days before the event 25% of the contractually agreed service

30 to 15 days before the event, 50% of the contractually agreed service

14 to 3 days before the event, 75% of the contractually agreed service

2 to 0 days 100% of the contractually agreed service

Cancellation of events / events with more than 51 people

up to 121 days before the event free of charge

120 to 61 days before the event 25% of the contractually agreed service

60 to 31 days before the event 50% of the contractually agreed service

30 to 15 days before the event, 75% of the contractually agreed service

100% of the contractually agreed service from 14 days before the event

8.2. Partial cancellations of rooms and material services

For partial cancellations of rooms and material services (food, drinks, technical aids, etc.) whose value exceeds the agreed service amount of CHF 2000.-, the same conditions apply as for cancellations of events up to 50 people.

GTC

General Terms and conditions Events

8.3 Adjustment and cancellation

If a reservation is first adjusted in the number of participants and then completely canceled, the originally contractually agreed number of people applies.

8.4 In contracts

The following guide prices apply which have been concluded without a defined food and beverage selection:

- Lunch CHF 40 per person
- Dinner CHF 60 per person
- Aperitifs per booked hour and person CHF 25
- Beverages per booked hour and person CHF 15

9. Start / end of the event

If the agreed start and end times of the event change on the day of the event, the resulting costs can be calculated by the hotel. This does not apply if the hotel is responsible for the postponement.

10. Food and drinks

The guest or the organizer undertakes to source food and drinks exclusively from the hotel. The sale of food and beverages is reserved exclusively for the hotel.

11. Extension

If an event lasts longer than 11:30 p.m., a night surcharge must be paid. The extension must be registered with the hotel at least 1 month before the event.

Extensions up to a maximum of 02:00 a.m. will be charged an additional CHF 200 per hour of extension. This already includes any fees for extending the police hour.

12. Additional costs for personnel

The contractually not agreed costs are invoiced as follows:

Chef de Service CHF 70.00 / hour

Waiter CHF 60.00 / hour

Cook CHF 60.00 / hour

Chef CHF 80.00 / hour

Service staff/ logistician CHF 50.00 / hour

Technician CHF 100.00 / hour

Housekeeping CHF 50.00 / hour

GTC

General Terms and conditions Events

13. Technical work and other services

13.1 Room Set-up

The placement of tables, chairs and the seminar equipment is included in the seminar fee. The prices for additional individual work, such as setting up and breaking down podiums, lighting or sound systems, are invoiced separately. If the contractually agreed seating, setup needs to be changed on the day of the event, the hotel reserves the right to charge the additional costs incurred by the staff. If the booked spaces become dirty beyond the normal level, the hotel reserves the right to invoice the additional costs incurred by the staff and the disposal fees.

13.2 External services

If the guest requests services that are not provided by the hotel itself, the hotel only acts as an intermediary. The hotel is not liable under any legal title for services that it has only conveyed to the guest.

13.3 External technical aids

Technical aids that are not available in the hotel can be organized on request. The guest will be charged for the external costs. The guest is responsible for the correct use and the proper return of all technical aids or facilities.

13.4 The guests` s own electrical systems

The use of the own electrical systems using the hotel`s electricity network requires a written consent. Any malfunctions or damage to the hotel`s technical systems caused by the use of these devices shall be borne by the organizer himself. The hotel may record the electricity costs arising from the use and bill the guest.

14. Event schedule and security

Outside the rented premises, reception tables, advertising material, banners, etc. may only be set up in consultation with the hotel. Public areas of the hotel may not be used for group work. These have to take place in the agreed group rooms.

The guest undertakes to comply with the fire regulations of the hotel, in particular to keep escape routes clear, and offers a guarantee that all materials brought in comply with the fire regulations. The use of flammable objects is strictly prohibited.

GTC

General Terms and conditions Events

15. Deliveries and collections

Deliveries and pick-ups for events are to be coordinated with the hotel and the hotel must be informed in writing in good time, at least before the planned delivery. The hotel reserves the right to reject consignments without a sender or a valid addressee. Any resulting obligation or liability is rejected by the hotel. Shipments must be correctly addressed, including the details of the event. Shipping costs, customs fees and VAT for incoming packages are not paid by the hotel. If this is not adhered to, the acceptance can be refused.

16 - 19 room booking at events

16. Definition

For the purposes of these terms and conditions, groups are considered to be groups with a minimum of 5 booked rooms.

17. Reservation, arrival and departure

17.1 A reservation made on the day of arrival is binding at the moment of acceptance by the hotel.

17.2 Should the booked room category not be available on arrival for unforeseen reasons, the guest will be assigned a room of the next higher category.

17.3 If, despite a confirmed reservation, no rooms are available in the hotel, the hotel must offer the guest an equivalent replacement in a nearby hotel of a comparable or higher category. Any additional expenses for the replacement accommodation will be borne by the hotel. If the guest refuses the replacement room, the hotel must immediately reimburse services already rendered by the guest (e.g. down payments). The guest has no further claims.

17.4 Unless otherwise agreed, the guest has the right to use the rented rooms from 2 p.m. on the agreed day of arrival and until 10 a.m. on the day of departure.

17.5 If the guest leaves early, the hotel is entitled to invoice 100% of the total booked services.

17.6 The hotel room is reserved exclusively for the registered guest or guests. Surrendering the room to a third party or use by an additional person requires the hotel's approval.

17.7 The scope of services included in the contract is determined by the individually made and confirmed reservation of the guest.

17.8 The customer may only use the rooms for the agreed purpose.

GTC

General Terms and conditions Events

18. List of names

The final list of names of each member of the respective group must be communicated to the hotel 14 calendar days before the arrival.

19. Cancellation and rebooking

Cancellation is free of charge up to 31 days (calendar days) before arrival. In the event of a later cancellation, the following settlement applies:

30 to 20 days before the arrival 50% of the contractually agreed service
19 to 14 days before the arrival, 75% of the contractually agreed service
100% of the contractually agreed service from 13 days before the arrival

20. Right of withdrawal

The hotel is entitled to withdraw from the contract at any time for a materially justifiable reason by prompt, unilateral and written declaration with immediate effect. Factually justified reasons include:

- an agreed advance payment or security deposit will not be made during the period set by the hotel;
- Force majeure (according to Art. 119 OR) or other circumstances for which the hotel is not responsible, which objectively disable the fulfillment of the contract;
- Hotel or Event Rooms that are misleadingly or false booked, e.g. booked under false name or used for other than previously agreed purposes;
- the hotel has reasonable grounds to believe that the use of the agreed services may impair the smooth running of the business, the safety of other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or fruitless garnishment) or has stopped making payments;
- the purpose or the reason for the stay is illegal.

If the hotel withdraws for the aforementioned reasons, the guest is not entitled to compensation and the compensation for the services booked remains due.

21. Internet

The hotel provides guests with free internet access (WLAN). The guest is responsible for the use of the login data. He is liable for any misuse and illegal behavior when using the internet.

GTC

General Terms and conditions Events

22. Smoking

Smoking is not permitted in the entire hotel. In the event of an infringement, an amount of CHF 350 will be charged.

23. Liability

Personal items brought along are at the guest`s risk in the rooms or on the hotel grounds. The hotel takes no responsibility for the guarding or storage. The hotel assumes no liability for the loss or damage to the items brought in, except in the event of negligence or intent from the hotel. The insurance is the responsibility of the guest. If valuables such as jewelry, cash or securities are not handed over to the hotel for safekeeping, the liability of the hotel is excluded within the scope of the legal possibilities.

The hotel disclaims liability towards the guest within the legal possibilities for slight and medium negligence and is only liable for damage caused intentionally or through gross negligence.

If faults or defects occur in the services of the hotel, the hotel will endeavor to remedy the situation upon immediate notification of the guest. If the guest fails to notify the hotel of a defect in good time, there is no entitlement to a reduction in the contractually agreed fee.

The guest is liable to the hotel for all damages and losses caused by him, his companions or auxiliary persons, without the hotel having to prove the guest to be at fault.

The guest is liable for the services and expenses incurred by the hotel towards third parties.

If the third party makes the booking for the guest, he/she is liable to the hotel as the customer together with the guest as a joint and several debtor for all obligations arising from the contract. Irrespective of this, each customer is obliged to forward all booking-relevant information, in particular these general terms and conditions, to the guest.

GTC

General Terms and conditions Events

24. Dogs

Dogs may only be brought into the hotel with the prior consent of the hotel and for a special fee of CHF 50 per day. The guest who brings an animal to the hotel is obliged to properly keep and supervise this animal during his stay or to have it kept or supervised by suitable third parties at his own expense. The guest bears the cost of repairing damage or contamination caused by the animal.

25. Lost property

Lost property will be forwarded if there is clear ownership and knowledge of the residential or business address. The guest bears the costs and the risk for subsequent delivery.

26. Media

Advertisements in media (such as newspapers, radio, television, Internet) using the company logo or photos require the prior written consent of the hotel.

Olten, 1. March 2022