

GTC

General Terms & conditions Restaurant & Event bookings

General overview

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 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 contractuals, reservations and any additional agreements and the general conditions. The place of fulfillment and payment is Olten.

2. Conclusion of contract

The contract for services is concluded with the written confirmation of the guest. When booking by telephone, the reservation confirmation in form of an email is binding for both parties. Written confirmations also include electronically transmitted documents such as emails and online generated forms. The agreed services are legally binding for the hotel / restaurant and the guest in all respects, a down payment is also required as a guarantee by the hotel / restaurant.

3. Prices

The prices communicated by the hotel / restaurant 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.

4. Payment arrangements

4.1. Down payment / advance payment

The hotel / restaurant requires prepayment to guarantee the booking. For events with a predefined price, the full price per person is required as a deposit.

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4.2. Groups of 6 people or more

When booking a restaurant, a guarantee is required for groups of more than 6 people and a prepayment for groups of 10 or more.

The guide price for lunch is CHF 40 per person and Dinner CHF 60 per person

Events with fixed prices with the full amount (e.g. brunch CHF 49 per person).

4.3. Financial statements

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

The final invoice must be paid in Swiss francs in cash or by accepted debit or credit card at the latest when the visit ends.

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 contractual partner 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.

4.4. 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.

4.5. Change of sent invoices

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

5. Cancellation and rebooking

5.1. from 6 people

When booking a table in the restaurant for 6 or more people, the cancellation is free of charge up to 48 hours before the start of the reservation. In case of later cancellations or no show (no-show of the guest) the full costs will be charged.

5.2. For seat reservations for events

Reservations up to 20 people can be canceled 7 days before the event. If canceled later, the full amount will be charged.

5.3. As a result, the effective number of people is 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 / restaurant does not guarantee that the additional participants will be taken into account.

Changes to the contract will only become binding for the hotel / restaurant if they are confirmed in writing. Unilateral changes or additions to the contract by the guest are invalid.

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6. Start / end of the event

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

7. Right of withdrawal from the contract

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

- An agreed advance payment or security deposit is not made during the period set by the hotel / restaurant;
- Force majeure or other circumstances for which the hotel / restaurant is not responsible, which make the fulfillment of the contract objectively impossible;
- 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 / restaurant has reasonable grounds to believe that the use of the agreed services may impair the smooth running of the business, the security of other hotel / restaurant guests or the reputation of the hotel / restaurant;
- 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 / restaurant withdraws for the aforementioned reasons, the guest is not entitled to compensation and the compensation for the services booked remains due.

Olten, 1. July 2020