

## **General terms and conditions of business**

### **Seminars, banquets, conferences, room reservations**

These "General terms and conditions of business" regulate the contractual relations between yourself as the event organizer and the Solbad Gastronomie AG (subsequently referred to as "Solbad AG"). These General terms and conditions of business are mandatory for all restaurants and hotels of the Solbad Gastronomie AG: Gasthof Solbad in Schweizerhalle, Sommerpark am Rhein in Schweizerhalle, Restaurant Schlüsselzunft in Basel, Schloss Schadau in Thun.

### **1. Reservations**

A contract is concluded between the event organizer and the Solbad AG if

- a. A quotation from the Solbad AG has been confirmed in writing by the event organizer.
- b. An enquiry from the event organizer has been reconfirmed in writing by the Solbad AG.

Any amendments to the contents of the contract are only binding if confirmed in writing by the Solbad AG.

#### **1.1 Quotations**

The acceptance deadline for quotations issued by the Solbad AG is 10 days unless otherwise agreed. On expiry of this deadline, the Solbad AG is no longer obliged to honor its quotation. The Solbad AG reserves the right to withdraw from a quotation for important reasons.

#### **1.2 Options**

Options are binding for both parties during the agreed options time limit. On expiry of the option time limit, the Solbad AG reserves the right to reassign the reserved dates and services. Unless otherwise agreed, the options are limited to two weeks.

### **2. Changes in the number of participants**

The event organizer undertakes to inform the Solbad AG as early as possible about any changes in the number of participants. Basically, the Solbad AG will endeavor to reassign any reservations not required at the same terms. If successful, the event organizer will not be charged.

2.1 At least 2 workdays prior to the date of the event, the Solbad AG must be informed of the final, binding number of participants, which will form the basis for billing. If more participants than announced take part in the event, the actual number of participants will be billed for. In the event of a reduction in the number of participants by more than 5% compared with the binding number announced, the event organizer will be charged for 100% of the agreed services for each participant who fails to attend.

2.2 In the event of a reduction in the number of participants by more than 10% compared with the number agreed in the reservation confirmation, the Solbad AG will charge as follows for each participant who fails to attend:

- Up to 30 days prior to the event: No charge
- 29 to 10 days prior to the event: 50% of the agreed services
- 9 days or fewer prior to the event: 100% of the agreed services

### **3. Withdrawal by the event organizer**

3.1 The Solbad AG must be informed in writing as early as possible about event/hotel cancellations. Cancelled banquets, seminars, arrangements and room reservations involving more than 2 hotel rooms and/or hotel room bookings with more than 5 nights are subject to the following cancellation charges, in case hotel/banquet/seminar rooms cannot be reassigned at the same terms:

- 30 to 21 days prior to the agreed date: 25% of the services reserved.
- 20 to 14 days prior to the agreed date: 50% of the services reserved.
- 13 to 8 days prior to the agreed date: 75% of the services reserved.
- 7 to 0 days prior to the agreed date: 100% of the services reserved.

In case of cancellation of a wedding, the settled pre-payment will not be reimbursed from the moment of the definite confirmation.

3.2 Guests can cancel reservations for up to 2 hotel rooms up to 72 hours in advance of arrival at no charge, if the booked stay is maximum for 4 nights. Later cancellations or premature departure will be charged at 100% of the agreed room rate for the first/following night of the stay originally booked. For stays longer than 5 nights, the cancellation charges of paragraph 3.1 apply.

3.3 If the reserved services (meals and beverages) were not specifically stipulated, CHF 100.00 per person will be used as a basis for billing. Confirmed services of third partners (tickets, tours, flowers, etc.) will be charged if the Solbad AG cannot cancel the services without any costs.

### **4. Withdrawal by the Solbad AG**

4.1 If the Solbad AG has well-founded reasons to assume that the event or the arrangement might jeopardize the trouble-free operation, safety or reputation of its hotel and restaurant business or if the event organizer fails to comply with the agreed down-payment arrangements in accordance with §8.1 of these 'General terms and conditions of business', the Solbad AG is entitled to cancel the reservation agreement at any time without compensation. Under no circumstances is the event organizer entitled to claim damages from the Solbad AG.

### **5. Period of usage of function rooms and hotel rooms**

5.1 The period of usage of function rooms by the event organizer is set forth in the quotation as well as in the reservation confirmation. The Solbad AG is free to use these facilities at any time outside of these agreed times.

5.2 Hotel rooms are generally ready for occupancy from 3 p.m. on the day of arrival. Rooms must be vacated by 11.00 a.m. on departure day. If the room is not vacated by 11.00 a.m., the hotel is entitled to charge 50% of the room rate. For departures after 3.00 p.m., 100% of the room rate will be charged. If arriving guests with a valid reservation can not move to the booked room, the staying guest will be charged for the change of reservation and compensation of the arriving guest.

5.3 Room reservations that have not been claimed by 6.00 p.m. on the day of arrival at the latest can be reassigned by the Solbad AG. This does not apply if a later arrival time has been specifically arranged, if the reservation has been confirmed with a credit card number or if prepayment has been made.

5.4 Evening events must finish at the official closing time of 00.00 (Midnight). If the event extends beyond this specified time, an extension fee of CHF 3 per person and hour according to the binding number of participants announced in accordance with §2.1 of these 'General terms and conditions of business' will be charged to the event organizer.

## **6. Rental of function rooms**

The rentals of function rooms and the minimum turnover in the banquet and event documentations of our restaurants and hotels are a component of this terms and conditions.

## **7. Provision of own food and beverages**

Event organizers are basically not permitted to provide food and beverages. Any exceptions to this require written agreement with the Solbad AG. The corkage for provided wines starts from CHF 35.00 per 75cl bottle.

## **8. Terms of payment**

Invoices from the Solbad AG are due for payment without any deductions within 10 days of the date of invoice.

8.1. The Solbad AG reserves the right to request a down-payment of 50% of the agreed services or another individually agreed prepayment. For reservations with a foreign billing address or reservations from abroad, advance payment of 100% of the reserved services can be demanded. If the event organizer fails to make the down-payment on time, the Solbad AG is entitled to withdraw from the contract in accordance with §4.1 of these 'General terms and conditions of businesses. The down-payment will be charged in each case in accordance with §3.1. to §3.3. of these 'General terms and conditions of businesses.

## **9. Liability**

9.1 The Solbad AG is liable to the customer for any damage caused deliberately or through gross negligence whether related to the contract or not. The customer must provide proof of blame. Liability for damage due to slight negligence as well as liability without blame is explicitly excluded.

9.2 The Solbad AG rejects any liability for the theft of or damage to items, clothing or materials brought onto the premises by customers, the event organizer, speakers, participants or third parties. This also applies to vehicles parked in the restaurant and hotel car park.

9.3 The customer is liable to the Solbad AG for all damage and loss caused by himself or his vicarious agents, guests or participants, without the Solbad AG having to prove that the customer was at fault.

9.4 For services provided by third parties, the Solbad AG acts in the name of and for the account of the purchaser. The purchaser is liable for care and the proper return and releases the Solbad AG from any claims.

9.5 The lighting of fireworks on the floor by a professional and certified firework company is permitted after it has been confirmed in writing by the Solbad AG.

The customer is solely liable for any damage and third-party claims in all cases.

**10. Applicable law/seat of jurisdiction**

Swiss law will apply exclusively to reservation agreements including the 'General terms and conditions of business' and any supplementary agreements as well as any contracts concluded based on these. The sole seat of jurisdiction for all disputes arising from these terms and conditions of business is Arlesheim (BL).

**11. Final clauses**

11.1 The Solbad AG reserves the right to amend prices at any time.

11.2 Any amendments to these 'General terms and conditions of business' must be made in writing.

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Rheinfelderstrasse 2  
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