MONTANA
ART DECO HOTEL LUZERN

HOTEL****s
SCALA RESTAURANT
LOUIS BAR

TERRASSE
BANKETTE
SEMINARE

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GENERAL TERMS AND CONDITIONS

for Seminars, Banquets and Group reservations

The terms and conditions listed below are the contractual conditions between the Organiser and the **ART DECO HOTEL MONTANA** (hereafter mentioned as the ADHM).

1. Items covered:

These terms and conditions cover the preparation of conference, banquet and seminar facilities, as well as any further services and deliveries arranged by the ADHM, including the reservation of hotel rooms to the event organiser(s) and participants. The terms and conditions of the ADHM apply exclusively. Terms and conditions of the Organiser will not be included in the contract, provided they do not contradict those of the ADHM.

2. Reservations

A contract exists between the Organiser and the ADHM when
a) a written offer made by the ADHM is signed and returned by the Organiser or
b) a request made by the Organiser is confirmed in writing by the ADHM
Alterations to the content of the contract will only become valid once they have been confirmed by the ADHM in writing.

2.1 **Offers**

Offers made by the ADHM must be accepted within 14 days, unless an alternative acceptance period has been previously agreed by both parties. The ADHM is no longer bound to honour offers not accepted within this period of time. The ADHM reserves the right to withdraw, if necessary, from an offer within the acceptance period, should the reason be deemed important.

2.2 **Options**

Options are binding for both parties during the agreed option period. After the end of the option period, the ADHM reserves the right to place the reserved dates and services back on sale.

3. Changes to participant numbers and event times

The Organiser must advise the ADHM of any changes to participant numbers as soon as possible. The ADHM will do its utmost to resell the services reserved and no longer needed at the same terms and conditions. Should the ADHM be able to do this, the Organiser will be not be invoiced for them.

3.1 The ADHM should be advised of the exact number of participants no later than 48 hours before the event. This number will be used for the final invoice. Should more participants than stated attend, the actual number on the day will be invoiced. The ADHM guarantees the agreed conditions for the agreed services for up to 5% additional participants.

3.2 Should the number of participants be higher than 10% of the number originally booked, the hotel reserves the right to review and, if necessary, alter the agreed prices and to provide alternative rooms for the event, provided this is acceptable for the Organiser. Should unavoidable circumstances, e.g. safety issues or official regulations, be the reason for providing alternative arrangements, the Organiser may not claim the changes to be unreasonable.

3.3 Should the number of participants (seminar & banquet) be less than 10% than the number confirmed, the ADHM will charge for each booked but not attending participant as follows:

- up to 30 days before the event	no charge
- 29 to 10 days before the event	50% of the services booked
- 9 days and less before the event	100% of the services booked

In the event that the price of certain services has not been finalised at the time of the change in participant numbers, a set amount of up to 500.00 CHF per person may be charged.

For partial cancellations of rooms, please see the terms and conditions as listed in paragraph 5.1. Until 48 hours prior arrival there could be cancelled 4 rooms without cancellation fee (not during Lucerne Festival summer).

3.4. The Organiser will advise the ADHM of the detailed programme, layout details, technical equipment required and any other information necessary for the smooth running of the event by the ADHM, including any additional information requested from the Organiser by the hotel, no later than 10 days before the event.

3.5. Should the agreed start and end times of the event be changed, any additional costs incurred will be invoiced by the ADHM. This does not apply should the changes be made by the ADHM.

4. Hotel room reservations

The Organiser must advise the ADHM of any hotel rooms required in connection with an event no later than ten days in advance. The Organiser may only expect rooms which were part of the booking for the whole event to be available. The ADHM reserves the right to charge for rooms reserved but not used if the hotel is unable to resell them.

5. Withdrawal by the Organiser

In the event of the cancellation of an event, the ADHM must be advised in writing at the earliest possible opportunity.

5.1 Should the event be cancelled in its entirety by the organiser, the ADHM will charge the following cancellation fees:

- up to 90 days before the event:	no cancellation fee
- 89 to 60 days before the event:	25% of the services booked
- 59 to 30 days before the event:	50% of the services booked
- 29 to 15 days before the event:	75% of the services booked
- 14 to 3 days before the event:	95% of the services booked
- 2 days before to day of the event:	100% of the services booked

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5.2. For partial cancellations, please see the terms and conditions as listed in paragraph 3.3. Charges incurred will be calculated based upon the date on which the ADHM receives the written cancellation.

5.3. **In the case that the services booked (menu & drinks)** have not been finalised at the time of the cancellation, an amount of 120.00 CHF per person will be used as the basis of the calculation.

6. Provision of food and drinks

The Organiser agrees to purchase all food and drink from the ADHM. Exceptions must be agreed in writing with the ADHM and an amount to cover general costs (service charges) will be charged.

7. Terms of payment

Invoices issued by the ADHM must be settled no later than 10 days from date of invoice. The services invoiced will be taken to have been carried out to the Organiser's satisfaction, should the Organiser not state otherwise within this period of time.

7.1 The ADHM reserves the right to request a deposit of 50% of the agreed services. For events with a billing address outside of Switzerland or events which are booked from abroad, 100% advance payment may be requested. Should the Organiser delay payment, the ADHM reserves the right to withdraw from the contract, as detailed below in paragraph 8.1. In the event of such changes as detailed in paragraph 3.5, the advance payment will be taken into account when calculating the total cost.

7.2 In the event that payment is delayed, the ADHM reserves the right to apply charges to cover the cost of any eventual payment reminders or address and credit rating searches carried out, including any legal costs incurred. The Organiser agrees to such costs being charged, even if these may only be reimbursed partially or not at all according to law.

8. Withdrawal by the ADHM

The ADHM may withdraw from the contract at any time should the reason be deemed important enough. This may include, in particular, conditions set by the authorities, bans, safety-related reasons and force majeure, as well as other circumstances outside of the control or influence of the ADHM. In such cases, the ADHM will provide assistance with finding a suitable alternative venue.

8.1 The ADHM may also withdraw from the contract under the following conditions:
a) There are well-founded reasons to believe that the event or its participants could endanger the smooth running of the hotel or the safety or reputation of the hotel or its guests.
b) The ADHM establishes that events have been booked using misleading or incorrect information, or that they have been booked for a different reason to that given at the time of the booking.
c) In the event that third parties involved by the ADHM in the organisation of the event at the request of the Organiser are unable to deliver their services in part or in full.

8.2 The ADHM will advise the Organiser of its withdrawal from the contract as soon as it is aware of any of the above mentioned reasons. In this case, the Organiser is not entitled to claim compensation from the ADHM.

9. Liability

9.1 The Organiser is liable for the whole of the amount invoiced, including services and costs incurred by employees, auxiliary staff and event participants. Exceptions must be agreed in writing.

9.2 The Organiser is liable for all damages and losses incurred at the ADHM by the Organiser, employees, auxiliary staff and event participants. Proof of fault is not required. The ADHM reserves the right to request proof of the appropriate safety measures (e.g. insurances, deposits, guarantees) from the Organiser.

9.3 The ADHM is not liable for theft or damage to belongings brought in by the Organiser, employees, auxiliary personnel or event participants. This also applies to vehicles left on hotel parking spaces or in the hotel's garage.

9.4 Should the ADHM arrange for technical or other equipment through a third party, this will be arranged and invoiced in the name of the Organiser. The Organiser is liable for the careful treatment and return of such equipment and releases the ADHM from any liability to the third party.

9.5 The ADHM is only liable in cases of intent and gross negligence.

10. Final Conditions

Changes or additions to the contract, additional agreements or these terms and conditions must be made in writing. Should verbal amendments be accepted, this must first be agreed in writing. Changes made only by the Organiser will not be deemed valid.

10.1 Place of performance and payment is the location of the ADHM registered office.

10.2 The sole place of jurisdiction for differences relating to the contract and its implementation, additional agreements or these general terms and conditions is Lucerne. Swiss law will be applied.

10.3 Media advertisements for events booked in the ADHM require the written agreement of the ADHM before being

10.4 Should individual elements of these terms and conditions be declared invalid or inapplicable, this will not affect the validity of the rest of this contract or its terms and conditions. The invalid or inapplicable element will be replaced by an appropriate agreement which will match the meaning and aim of the invalid clause as far as is possible. Swiss Contract Law applies.

In signing below, the Organiser confirms that they are in agreement with these General Terms and Conditions and declares him/herself in agreement with their full application.

Place, Date _____ Signature _____

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