

# General Terms and Conditions of Business of Interlaken Congress & Events AG

## 1. General provisions

### 1.1. Scope of application

These General Terms and Conditions of Business apply in respect of all business relationships between Interlaken Congress & Events AG (hereinafter IC&E) and its customers in the version current at the time the contract is concluded. Any deviations from these conditions must be made in writing in order to be valid. [IC&E's privacy policy](#) is an integral part of all business relationships.

### 1.2. Conclusion of the contract

All agreements with IC&E must be made in writing in order to be legally effective. In respect of changes or additions to the basic contract, declarations of consent sent by IC&E by fax or e-mail shall be sufficient.

### 1.3. Payment terms

If no set date is specified, invoices from IC&E shall be payable within 30 days of the invoice date.

### 1.4. Deposit payments

IC&E shall require deposit payments to be made by a specified date corresponding to the total estimated costs of the event. If, despite the issue of a reminder, deposit payments are not made on time, IC&E shall be entitled to refuse to perform the services or withdraw from the contract and claim compensation for losses incurred. The number of participants registered at the time of withdrawal from the contract or of refusal to provide services shall be used as a basis here. Resulting cancellation costs shall be billed to the customer.

### 1.5. Changes to the contract/changes at short notice

If the event starts late or is postponed, the customer shall be responsible for payment of the additional costs incurred. If changes to the contractually agreed services are requested 5 days or less before the event, IC&E shall be entitled to claim compensation for the work involved at the relevant employee hourly rate and for any further costs incurred.

### 1.6. Guaranteed numbers (seminars & banquets)

IC&E shall be notified of the estimated number of participants at least two weeks before the event. At least 3 working days before the event the guaranteed definitive number of participants shall be notified to IC&E; it may differ by no more than +/- 5% from the estimated number. Billing shall always be based on the effective number of participants, which shall be at least the guaranteed number. In order to ensure the smooth running of the event, any increase in the number of persons must be agreed in advance with IC&E. If the guaranteed number is exceeded, billing shall be based on the actual number of participants.

### 1.7. Cancellation conditions

The precise cancellation conditions shall be as set out in the relevant paragraphs.

If a definitively booked event (i.e. an event confirmed in writing) is cancelled after conclusion of the contract, an administration fee shall be charged to the customer in addition to the cancellation fees.

### 1.8. Checking of publicity materials

In order to ensure the smooth running of events, all publicity materials in which IC&E is mentioned (for example, invitations to participants and programme booklets) shall be submitted to IC&E in the final ready-to-print version (print proofs). In the event of incorrect information, IC&E shall be reimbursed the costs for additional work incurred.

## 2. Special conditions for accommodation

IC&E undertakes the reservation and administration of allotments of accommodation in the arranged hotels in the name of and for the sole account of and risk of its customers.

### 2.1. Liability

If the booked hotels are not able for whatever reason to provide the reserved rooms, IC&E disclaims all liability. The hotels shall be obliged to organise accommodation of the same level of quality.

### 2.2. Guaranteed allotments of hotel accommodation

In this case IC&E obtains allotments of hotel rooms in the desired hotel categories for your guests, speakers or employees. Reservations are performed by IC&E, payment are performed by the organiser.

### 2.3. Cancellation conditions guaranteed allotments

**3 months before the event** – Up to this time the customer may still cancel up to 100% of the total room reservations (number of reservations as per contract plus additional reservations) for each hotel without cost.

**2 months before the event** – Up to this time the customer may cancel up to max. 20% of the total room reservations (number of reservations as per contract plus additional reservations) for each hotel without cost. Additional cancellations shall be charged at 50% of the reserved package based on the total number of nights reserved.

**1 month before the event** – Up to this time the customer may cancel up to max. 10% of the total room reservations (number of reservations as per contract plus additional reservations) for each hotel without cost. Additional cancellations shall be charged at 50% of the reserved package based on the total number of nights reserved.

**14 days before the event** – Up to this time the customer may still cancel up to max. 5% of the total room reservations (number of reservations as per contract plus additional reservations) for each hotel without cost. Additional cancellations shall be

charged at 100% of the reserved package based on the total number of nights reserved.

**13 to 0 days before the event** – Cancellations we receive less than 14 days before the start of the event shall be charged at 100%. Cancellation costs corresponding to the cost of the booked accommodation shall be charged for "no shows".

If one of the dates falls on a Saturday, Sunday or public holiday, the last working day shall apply.

2.4. Individual allotments of hotel accommodation  
In this case IC&E obtains allotments of hotel rooms in the desired hotel categories. The participants apply online for hotel reservations and pay the costs directly at the hotel itself.

2.5. Cancellation terms (individual allotments of hotel accommodation)

**5 days or more before the event** – In the event of general changes and cancellations 5 days or more before the event, the guest shall contact IC&E. Such changes and cancellations are free of charge. If the 5<sup>th</sup> day before the event falls on a Saturday, Sunday or public holiday, the last working day shall apply.

**4 to 0 days before the event** – During this period, changes and cancellations must be notified directly to the hotel. The hotel shall be entitled to charge cancellation costs in the amount of the booked services in the event of cancellations, changes to the arrival or departure day or non-appearance of the participant.

2.6. Liability for the online booking system  
No liability is accepted for potential impairment of the information as a result of technical faults (incorrect transmission, technical defects, system interruptions, unauthorised access by third parties etc.).

### **3. Special terms and conditions for seminars and conferences**

3.1. Cancellation conditions seminars and conferences

**3 Months before the event** - Up to this time the customer may cancel up to max. 70% of the total reservation (reservation as per contract plus additional reservations) without cost.

**2 months before the event** – Up to this time the customer may cancel up to max. 40% of the total reservation (reservation as per contract plus additional reservations) without cost.

**1 month before the event** – Up to this time the customer may cancel up to max. 30% of the total reservation (reservation as per contract plus additional reservations) without cost.

**14-0 days before the event** - Cancellations we receive 14 days before the start of the event or less and which differs more than 5% from the trend number shall be charged at 100%. Cancellation costs

corresponding to the cost of the booked accommodation shall be charged for "no shows".

If one of the dates falls on a Saturday, Sunday or public holiday, the last working day shall apply. The percentages above apply to the reservations as per contract and additional reservations.

### **4. Special terms and conditions for supporting/social programmes**

Supporting/social programmes of events and activities are carried out by various partners on behalf of IC&E. The participation conditions of the relevant service provider apply.

4.1. Cancellation conditions supporting/social programmes

**60 to 14 days** before the event, 50 % of the total order amount

**13 to 0 days** before the event, 100 % of the total order amount

4.2. Liability

IC&E shall be liable solely for the correct selection and instruction of the third-party companies that have been engaged (Art. 399 Para. 2 of the Swiss Code of Obligations), whereby liability for slight negligence is excluded. The engaged third-party companies shall be liable to all participants in accordance with their own terms and conditions of liability.

4.3. Alternative options for fair weather and bad weather

If there are alternative options for fair weather and bad weather, the decision regarding which option to perform must be made 48 hours (or as stipulated in the contract) before the start of the activity. Cancellation fees shall be charged as specified in the contract.

4.4. Flights/cable cars/boat trips/performers

Helicopter flights, cable car rides, boat trips and the engagement of performers are executed by various partners on behalf of IC&E. The Terms and Conditions of Business of the individual service provider shall apply to all circumstances not regulated by the General Terms and Conditions of Business of IC&E.

4.5. Proviso

The performance of all activities is subject to weather conditions.

4.6. Insurance for participants

Participants are not insured by IC&E. They themselves are responsible for ensuring they have sufficient health and accident insurance.

### **5. Other terms and conditions**

5.1. Applicable law and place of jurisdiction

Swiss law is exclusively applicable to all business relationships of IC&E. The place of jurisdiction for all disputes is Interlaken.

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