

# GENERAL TERMS AND CONDITIONS FOR EXCLUSIVE EVENTS

The following terms and conditions are part of the event agreement



1. Entry into force  
The reservation agreement comes into force after written confirmation of both parties and their signature. In case of events with doubtful content, we reserve the right to withdraw from the agreement at any time.
  2. Detailed information  
All orders and information are to be announced at least 10 days before the event.
  3. Number of participants  
The definitive number of participants must be communicated no later than two working days before the event date. If the actual number of persons is smaller, we bill last number of participants confirmed by the customer and at least the number of guests present.
  4. No smoking  
Smoking is strictly prohibited throughout the building (except in the designated areas)
  5. Works of & decorations in the premises  
Artwork and decorative items are part of the premises and cannot be altered or removed.
  6. Music  
We would like to point out that music up to a volume of 87 decibels is permitted. From 22.00 o'clock a ban on sound is in force for outdoor areas.
  7. Use of the logo  
A written confirmation from our side is necessary for the use of our logo and the graphical material. The GzD is to be delivered unsolicited.
  8. Fire regulations
    - 8.1. The organizer undertakes to comply with fire regulations, in particular to keep escape routes clear, and guarantees that all materials brought in comply with fire regulations. The use of sparklers or other easily inflammable, smoke-producing and health-damaging objects is strictly prohibited.
    - 8.2. The organizer is responsible for ensuring that no more people are admitted than we have been notified. The specified maximum numbers are binding for this. In the event of a violation, we disclaim any liability.
    - 8.3. Decorative material brought along must comply with fire protection requirements. We are entitled to demand proof of this from the authorities. If no such proof is provided, we shall be entitled to remove any material already brought in at the expense of the organizer. Due to possible damage, the setting up and attachment of objects must be coordinated with us prior to the event.
    - 8.4. Any exhibits or other items brought along must be removed immediately after the end of the event. If the organizer fails to do so, we may carry out the corresponding removal and storage at the expense of the organizer. If the objects remain in the event room, we reserve the right to charge an appropriate compensation for use for the duration of their stay. The organizer is free to prove that the above-mentioned claim has not arisen (or has not arisen in the amount demanded).
  9. Deliverys  
All delivery and collection dates must be coordinated in advance.
  10. Food and drinks brought along  
In principle, the organizer obtains all food and beverages from us. Exceptions require approval. In this case, a contribution will be charged to cover operating costs.
  11. Cleaning  
The organizer will be charged for any special cleaning and disposal work required as a result of extraordinary soiling.
  12. Minimum consumption  
The minimum consumption includes all drinks and food. If the minimum consumption is not reached, the difference will be booked as room rent.
  13. Extension  
Extensions or events outside the usual opening hours are associated with additional costs, these will be recorded in the contract.
  14. Payment
    - 14.1. The payment term after receipt of the invoice is 10 days.
    - 14.2. All prices are in CHF including statutory value added tax.
    - 14.3. We reserve the right to make changes to the offer, price and year.
    - 14.4. We reserve the right to demand down payments or advance payments. This will be agreed in writing in advance.
    - 14.5. Invoices will not be sent abroad.  
In this case, 100% prepayment with receipt at the latest 7 working days before the event is mandatory.
  15. Cancellation (must be made in writing) If the organizer cannot carry out his event, we reserve the right to payment of the rent or agreed minimum consumption, depending on the time of cancellation, as follows:  
  
Generally:
    - a. Cancellation till 31 days bevor the event: 0%
    - b. Cancellation 30 till 15 days bevor the event: 50%
    - c. Cancellation 14 till 7 days bevor the event: 75%
    - d. Cancellation 6 till 0 days bevor the event: 100%  
For occasions between Nov. 1 - Feb. 2 at the restaurants CLOUDS / Bras. Schiller / Bras. Lipp:
    - a. Cancellation until 150 days before event: 0%
    - b. Cancellation 149 to 60 days before event: 50%.
    - c. Cancellation 59 to 0 days before event: 100%.  
For events between 1 May - 30 Sep in the restaurants Gasthof Hirschen am See / Bauschänzli:
    - a. Cancellation until 150 days before event: 0%
    - b. Cancellation 149 to 60 days before the event: 50%.
    - c. Cancellation 59 to 0 days before event: 100%.
  - 15.2. If the performance to be rendered by us under the contract is made substantially more difficult or impossible in whole or in part by force majeure (as understood in Switzerland) or other circumstances for which we are not responsible, we may withdraw from the contract in whole or in part to the extent of the part of the contract not yet performed without compensation.
  - 15.3. We reserve the right to individually adjust the cancellation conditions depending on the type and size of the event. Such adjustments will be recorded in writing in the order confirmation.
  - 15.4. In case of non-appearance of at least 10% of the registered guests, we will charge an additional cancellation fee of CHF 50.00 per person.
  16. Liability / Damages
    - 16.1. Exhibits or other (also personal) objects brought along are in our rooms at the organizer's own risk. The organizer is liable for all damage caused to the rooms, facilities, equipment, furniture and surroundings of the company through his fault or through the fault of third parties engaged or invited by him.
    - 16.2. NoShows for room bookings  
The organizer is fully liable for "NoShows" in the case of room bookings and for the entire amount.
  17. Legal venue
    - 17.1. Venues in Zurich: Zurich
    - 17.2. Gasthof Hirschen am See: Meilen
- In case of doubt or disagreement, the German version of the GTC shall apply.