



# BELLEVUE PALACE

BERN

Vers. AUG16

## GCB - GENERAL CONDITIONS OF BUSINESS FOR EVENTS & GROUPS

### 1. GENERAL AGREEMENT

#### A. CONDITIONS OF CONTRACT

In all matters relating to these conditions of contract, the Swiss Code of Obligations shall apply. The agreement becomes valid when the signed confirmation is returned to the Bellevue Palace Bern by e-mail, telefax or post. The hotel reserves the right to withdraw an offer as long as no confirmation has been received.

#### B. PRICES / METHODS OF PAYMENT

The agreed prices are those stated in the contract in question or in the corresponding Price List(s). Prices are given in Swiss francs (CHF), are net and include service and VAT. Unless otherwise agreed, city tax, breakfast and other meals are not included in the room price.

Our bank details are as follows:

Bank	UBS Switzerland AG, PO Box, CH-8098 Zürich
Kontoinhaber	Hotel Bellevue Palace AG, 3011 Bern
Konto-Nr.	0260 00213292.01V
IBAN	CH69 0026 0260 2132 9201 V
BIC	UBSWCHZH80A
Währung	CHF

Unless otherwise agreed, the client shall pay a deposit of up to 100% of the entire arrangement price. Invoices will be sent within Switzerland only.

#### C. INVOICING OF INDIVIDUAL SERVICES

The hotel shall assume that all services provided (including those requested by guests individually) are to be invoiced to the organizer. However, if special invoicing procedures are required – for example a detailed separation of service provided – then the hotel must be informed 10 days before the event.

### 2. ROOM RESERVATIONS

#### A. CANCELLATION

Unless otherwise agreed, the following cancellation conditions shall apply for group reservations:

Cancellations before 15 hrs. on scheduled date of arrival - <b>Group size &lt; 31 rooms</b>	90-61 days	--	60-31 days	--	30-16 days	15-5 days	4 days to end of event
Cancellations before 15 hrs. on scheduled date of arrival - <b>Group size &lt;= 60 rooms</b>	120-91 days	--	90-61 days	60-31 days	30-16 days	15-5 days	4 days to end of event
Cancellations before 15 hrs. on scheduled date of arrival - <b>Group size &gt; 60 rooms</b>	210-121 days	120-91 days	90-61 days	60-31 days	30-16 days	15-5 days	4 days to end of event
Cancellation charge as a percentage of the total number of rooms returned to the hotel. The charge is based on the agreed room/arrangement price and on the entire duration of the scheduled stay (in the event of the hotel not being able to re-let the accommodation on the same conditions).	50%	60%	70%	80%	85%	90%	100%





# BELLEVUE PALACE

B E R N

Vers. AUG16

In the event of no-shows or earlier than scheduled departures, the hotel shall invoice for the originally scheduled stay or for the remaining duration of the scheduled stay (minimum 1 night). Should the guest not fulfil his or her contractual obligations (late cancellation, no-show, late arrival, early departure), he or she shall be held liable – in accordance with the Swiss Code of Obligations (OR 97ff / OR 264) – for any loss or damage suffered by the hotel.

## B. ARRIVAL AND DEPARTURE TIMES

Guestrooms are available from 15 hrs. on the scheduled day of arrival until 12 hrs. on the scheduled day of departure. In the event of earlier arrivals and/or later departures, special arrangements should be made with the hotel in advance. Should the room remain occupied on the day of departure beyond 12 hrs. without prior agreement, the hotel reserves the right to invoice the guest for 50% of the room price (up to 18 hrs.) or for 100% of the room price (after 18 hrs.).

## C. GUESTROOM INSTALLATIONS

All our rooms include a bath and/or shower, radio, TV, telephone, WiFi, safe and minibar. The total occupancy of a single room is 1 person, double rooms and suites can maximally be occupied by 2 persons plus 1 extra bed (not incl. in room rate).

## D. GUEST LIST

For room reservations, the hotel will require a precise guest list 10 days before the scheduled arrival. The names of any VIP guests may also be provided.

## E. DISTRIBUTION IN ROOMS

Our Housekeeper will be happy to distribute any gifts or other items provided by the organizer (CHF 4.-- per room).

## 3. CATERING, SEMINARS AND EVENTS

### A. GUARANTEED NUMBER OF PARTICIPANTS

For events (meetings, banquets, table reservations at the restaurant, coffee breaks, etc.), the hotel must be advised 48 hours in advance of the guaranteed number of participants. Our invoice will be submitted on the basis of this figure or (should the final attendance be higher) on the actual number of participants. The basis for the invoice calculation shall be the reserved arrangement and/or foreseen services and/or rentals.

### B. CANCELLATION

Unless otherwise agreed, the following conditions shall apply for events:

Cancellations before the event	90-61 days	60-31 days	30-21 days	20-11 days	10 - 3 days	2 - 0 days
Cancellation charge as a percentage of the price of the foreseen services and/or rentals (in the event of the hotel not being able to re-let the premises on the same conditions).	30 %	40 %	50 %	75 %	80 %	100 %

### C. MENU AND WINE ORDER

The hotel must be advised of detailed menu and wine requirements 14 days before the event. Information with regard to food allergies should be provided in advance.

### D. CORKAGE

For beverages provided by the organizer and/or guests themselves, the hotel will charge a corkage fee per bottle. The prices will be communicated to you in the offer.





# BELLEVUE PALACE

B E R N

Vers. AUG16

## E. PROGRAMME

The hotel shall be informed by the organizer at least 24 hours in advance of the precise programme for the event (speeches, entertainment, etc.). Programme elements and/or event services already agreed with third parties shall be binding for the client. The hotel's high standards of service and cuisine (for example, coffee breaks, meals, etc.) can be guaranteed by the Bellevue Palace only if the programme does not deviate from the agreed time schedule; or if the hotel is informed in good time of any change in the time schedule (minimum 30 minutes in advance).

In case of delays of more than 30 minutes, the Hotel takes the liberty to charge CHF 80.-- per 20 guests and per commenced hour for personnel costs.

## F. MIDNIGHT SURCHARGE

For events which continue beyond 24 hrs., a surcharge must be paid for personnel. The surcharge per commenced hour beyond midnight is as follows:

up to 50 persons	CHF 400.--	151 to 200 persons	CHF 750.--
51 to 100 persons	CHF 500.--	201 to 250 persons	CHF 900.--
101 to 150 persons	CHF 600.--	251 or more persons	(please enquire)

For certain events which continue beyond 02.30 hrs., an extension of our closing time is required. The hotel will be happy to apply to the local police authorities for an extension for you (the extension fee to be invoiced to the event organizer by the hotel).

## G. MUSIC / VOLUME

Show acts, music and artists (bands, DJ, recorded etc.) must be pre-announced to the hotel at time of reservation already. If music is played or performed (live or recorded), the volume must be maintained at a level acceptable to the hotel and its other guests in adjacent rooms (max. 86 decibels are permitted). We therefore reserve the right to lower the volume of your music if deemed necessary. Music may be played up to 00.30 hrs. at the latest. The organizer is requested to inform its guests that they should behave quietly in the hotel corridors and show respect for other guests who may be sleeping.

## H. DECORATION MATERIAL / ADVERTISING / WELCOME DESK

Please note that in order to preserve the historic character of the hotel, the placing of advertising placards, electronic displays or display objects in front of the hotel or in the public areas (Lobby and/or "in front" of the event location) is not possible. Placing a (1) welcome desk in the Lobby requires advance consultation with the hotel and is subject to availability.

The same applies to the hanging of decorations and the placing of other objects (possibility of wall damage). ALL DECORATIONS MUST BE INFLAMMABLE.

## I. ADVANCE DELIVERY OF MATERIAL AND WASTE REMOVAL

The hotel cannot guarantee the receipt and storage of material delivered in advance of the event. Any such deliveries should first be cleared with the hotel's banqueting office, however the Hotel cannot be held liable for any damage or loss.

Removal and/or recycling of waste, wrapping and transportation materials will be charged.

## J. TECHNICAL INSTALLATIONS

In providing any technical installations or equipment or obtaining such equipment from third parties, the hotel shall act solely in the name of the client. The client guarantees the correct and careful handling and orderly return of any such equipment and also undertakes to release the hotel from any claims from third parties. Any technical defects concerning equipment provided by the hotel will be rectified immediately if possible by the hotel. In the event of technical defect, the client shall be entitled neither to re-imbusement nor to withhold payment.

Technical support by the Hotel is available and will be charged separately.





# BELLEVUE PALACE

B E R N

Vers. AUG16

## K. ROOM ALLOCATION

The hotel reserves the right to re-allocate hotel rooms and event rooms at short notice. Such re-allocation may be necessary in particular if the number of guests deviates from the figure originally notified to the hotel.

## L. SECURITY

The number of persons allocated to each event room cannot exceed the maximum number declared on the Hotels homepage (or contract). The Hotel reserves the right to limit the access to the event room. Emergency exits must be kept free and escape corridors of 1.20 meters (at least) must be guaranteed AT ANY TIME. Any material and equipment brought into the hotel (also from third parties) must be inflammable. The cantonal regulations for safety and fire protection (VKF) are mandatory.

## M. FOOD PROVIDED BY A THIRD PARTY

If food is provided by the organizer, by an external caterer and/or guests themselves, HACCP and Swiss Food Act (Lebensmittelgesetz) will apply. These regulations are binding for the client and the Hotel does not take any responsibilities. We also refer to the document "*Auflagen für die Abgabe von Lebensmittel durch Dritte an Gäste des Hotels*".

## 4. LIABILITY

### A. LIABILITY OF THE CLIENT

The client shall be held fully liable for any loss or damage caused by him or her, by his or her staff or by participants. It is therefore the responsibility of the client to ensure that adequate insurance cover is concluded ahead of the event.

### B. LIABILITY OF THE HOTEL

In the event of the hotel not providing the guest with the room reserved, the hotel shall be liable for any proven damage or loss suffered by the guest. Should the hotel not be able to provide the guest on his or her arrival with the category of room reserved, the hotel shall organize alternative accommodation of similar standard in another hotel and assume liability for any proven additional costs incurred by the guest (such as transport, accommodation, etc.) which exceed the originally-agreed price.

For property and possessions brought to the hotel by a guest, the hotel shall assume liability insofar as Swiss law applies. Specifically, the hotel can accept absolutely no liability in the event of carelessness or negligence by the guest. Should a guest suffer any loss or damage or not be satisfied with the services provided by the hotel, he or she must inform the hotel immediately. Failure to do so will preclude the guest from any right to subsequent legal recourse. The Bellevue Palace can accept no liability in relation to activities undertaken by guests outside the hotel. This also applies in the event of accident, injury or loss of property, when the activity in question has been organized by a third party and/or even recommended by the hotel. Any claims against the hotel shall, in principle, lapse six months after the guest's effective day of departure – unless legal requirements permit a longer period of limitation.

## 5. CONCLUDING CLAUSE

The Hotel reserves the right to change this GCB at any time.

Amendments to the contract or reservation confirmation should always be made whenever possible in writing. Unilateral amendments shall not be valid. By signing the contract or reservation confirmation – or by confirming unilaterally a booking – you indicate your full acceptance of these General Conditions of Business (GCB). The contract shall be subject to Swiss law exclusively. The sole place of jurisdiction shall be Bern, Switzerland.

Bern, AUG 2016

