1. Scope
These General Terms & Conditions shall apply to all business relationships between the Congress Centre Kursaal Interlaken AG (hereinafter known as “CKI”) and its customers in the version valid when the contract is concluded. There is a separate specification sheet for exhibitions, drivers and stand construction companies. If such are not party to a contract with CKI, the event organiser shall be held responsible to CKI for the conditions contained therein being complied with. These General Terms & Conditions shall apply exclusively. Any contradictory or differing agreements must be made in writing.

2.1 Implementation of the Contract
All agreements with CKI must be made in writing to obtain legal validity. For amendments and/or supplements to the contract, it shall suffice if they are confirmed in written form by e-mail by the affected party.

2.2 Payment Deadlines
If no definite due date is specified, CKI’s invoices shall be due and payable within thirty days of the invoice date.

2.3 Deposit
CKI requires a deposit in advance amounting to at least the rent for the event room by a specific date. This date shall be considered as the due date according to Art. 108 Cl 3 of the CO.

2.4 Reduction in the Rental Rates for Event Rooms
If the hirer of the event rooms transacts further sales with the CKI, he shall be entitled to a reduction in the rental rates for event rooms according to the price list.

2.5 Cancellations
Room rents shall also be owed even if an event is not held for reasons beyond CKI. If the premises concerned can be rented to someone else either entirely or in part on the date agreed, then the rent shall be reduced by the amount obtained by CKI.

For cancellations 6-10 days before an event, catering costs (without drinks) shall be owed at 50% of the expected turnover; and in cases of less than five days, at 100%.

In addition, for each cancellation, CKI must be reimbursed the costs which it has incurred through the reservation.

2.6 Administrative Costs
If during the planning period of the event excessive high administrative costs arise, the CKI is allowed to charge the additional costs based on the hourly rates of its employees and at its own discretion.

2.7 Changes at Short Notice
If, after agreed facilities have been provided, any rearrangements are requested, CKI shall be entitled to remuneration for the time this involves at the hourly rate for its employees and for any other costs arising from this.

3.1 Price Lists
Unless otherwise expressly agreed, CKI’s price lists valid at the time of the event shall apply for all services.

3.2 Catering
CKI must be notified of the selection of foods and beverages three weeks prior to the event at the latest. Otherwise the offer and the quality cannot be guaranteed. At least two weeks before the event, CKI must be notified about a trend figure for the number of participants. Three working days before the event at the latest, CKI must be notified in writing of the final number of participants, for which a guarantee shall be made. This may differ from the trend figure by a maximum of +/- 5%. The actual number of participants shall always be charged for, however, this at least the guaranteed number.

CKI shall guarantee good quality of the foods and beverages only if it is possible to serve at the time agreed, or the event organiser gives notification of any delays at least one hour in advance. In cases of delays of more than thirty minutes, CKI must be reimbursed the additional costs incurred due to this.

In the set meal price offered by CKI, service-free periods of 15 minutes per course are included in the calculation for speeches or interludes. Longer waiting periods or longer interruptions than previously planned shall be charged at the hourly rate for employees.

3.3 Catering Management
The catering in all the rooms and on the grounds of the “Kursaal” shall be reserved exclusively to CKI. Any exceptions shall require written approval by the management of CKI, which shall also stipulate the compensation for this.

3.4 Extra Charges
If an event extends past midnight, 10% of the one-day rental price per room must be paid for each hour begun.

3.5 External Supply of Beverages
If the customer wants to have its own beverages served by CKI, a marginal return will be charged, the amount of which is to be fixed in the contract.

3.6 Decorations
Decorations, incl. their fastening, must consist of flame retardant material and must not damage the structural fabric of the building. Attaching and removal is the responsibility of the customer. Any decorations or lettering not removed will be removed by CKI and charged to the event organiser.

4.1 Fire Authority / Safety
A fire guard is obligatory for using the stage in all rooms with changing formations. This will be provided by CKI and is to be paid according to the price list in addition to the rent for the event room.

CKI must be notified in advance about the use of artificial fog because the fire alarm system has to be switched off and a fire guard employed at the expense of the event organiser. Pyrotechnical performances are not allowed. The event organiser shall be charged for any costs arising due to false alarms raised with the fire brigade due to failure to present this notification.

The emergency exits must be kept clear at all times. Instructions by CKI’s safety supervisor or the fire guard must be followed in any event.

4.2 Permits
The event organiser itself shall be responsible for obtaining any permits that might be required, such as permits for travelling vendors, raffles, lotteries, discos, etc. These must be presented to the CKI’s management on request before the event begins.

4.3 Liability
CKI shall not be liable for any loss of or damage to items brought along by the event organiser, its partners, sub-contractors, guests or visitors. Taking out relevant insurances is the responsibility of the event organiser.

CKI cannot be made liable for any damage incurred by the event organiser if the premises rented cannot be used through no fault of CKI (such as in case of damage by the elements).

Even if not at fault, the event organiser shall be liable to CKI for all damage to the premises or furniture arising during an event.

CKI shall assume no liability for un guarded clothes, either for employees or assistants of the event organiser or for visitors or guests.

4.4 Complaint
If the service provided does not meet the contractual agreement set, the organiser is entitled and obliged to immediately inform the CKI. If no complaint is made while on site, no claims for compensation from CKI can be made subsequently.

4.5 Personal Security
Without reciprocal written agreements the event organiser itself shall be responsible for the security of his staff and his visitors / guests.

4.6 Technical Equipment
From the moment such is handed over until it is returned, the event organiser shall assume liability for all technical equipment, such as headphones, microphones, etc.

4.7 Applicable Law and Legal Venue
Only Swiss law shall apply to all of CKI’s business relationships. The legal venue for any disputes shall in every case be Interlaken.

Congress Centre Kursaal Interlaken AG
Management
March 2016