

HOTEL AUBERGE

L A N G E N T H A L

General Terms and Conditions

The following terms and conditions apply to the provision of seminar facilities, conference facilities and banquet rooms, including any adjoining rooms which are used, as well as to room reservations.

1 GENERAL POINTS

Hotel Auberge is released from all warranty obligations once the periods agreed for the exercise of an option have expired. The reservation is binding on both parties as soon as the definitive booking confirmation has been signed by the customer. Use of the reserved spaces is limited to the time specified in the agreement. Additional information such as organisational plans, room layout, etc. form an integral part of the definitive booking confirmation.

2 NUMBER OF PEOPLE

The number of participants specified in the agreement is binding and provides the basis for billing. Hotel Auberge shall be entitled to change room allocations under any circumstances and shall be entitled to modify the agreed room provision costs in the event of any change in the number of participants (i.e. billing shall be based on the final number of participants).

3 INSURANCE/LIABILITY FOR DAMAGES

Any movable objects brought to the hotel by the organiser/guest are not insured by Hotel Auberge. Any insurance that may be required against loss or damage must be arranged by the organiser/guest. Hotel Auberge disclaims all liability for personal injury.

4 PERMITS/EXTENSIONS

Permits for extensions must be applied for in accordance with the statutory provisions of the canton of Bern. Unless otherwise specified in the rental agreement, the necessary permits will be obtained by Hotel Auberge and charged to the organiser at cost price. Events involving lasers, pyrotechnics, or the use of smoke machines must be applied for in writing and require the express permission of Hotel Auberge. The organiser must also submit a corresponding request to the local police. Particularly loud events which may cause a disturbance are not permitted in Hotel Auberge's facilities.

5 PROVISION & DISPOSAL OF MATERIALS

We are happy to perform additional services such as distributing seminar materials, welcome gifts, etc. Hotel Auberge reserves the right to invoice the cost of this service. These services can only be performed if the materials are delivered on time in accordance with Hotel Auberge's stipulations. The organisers are responsible for disposing of any materials themselves which were brought along to the event. Should Hotel Auberge be left to dispose of these materials, it reserves the right to invoice the cost of this service.

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6 EQUIPMENT/SET-UP

All our room provision costs include a projector and screen, one flip chart, one pinboard, and Hotel Auberge pens and notepads. Any other technical equipment or services provided by our technicians shall be invoiced in accordance with the equipment price quoted/services provided.

7 CANCELLATIONS

7.1. CANCELLATION OF SEMINARS/BANQUETS

Up to 30 people:

- 30-14 days before the event: 25%
- 13-7 days before the event: 50%
- 6-0 days before the event: 100%

30 or more people:

- 70-51 days before the event: 25%
- 50-26 days before the event: 50%
- 25-0 days before the event: 100%
- No show: (failure to turn up) 100%

The amount invoiced shall be based on the anticipated turnover of the booked services (rooms/facilities, food and drink and hotel rooms). Even if it should prove possible to rent the facilities and/or hotel rooms to someone else, this shall under no circumstances be deducted from the amount payable by the original customer.

If no services have been agreed upon, Hotel Auberge shall charge CHF 20 per person for aperitifs and CHF 50 per person for banquet events. In the event that an event of an equivalent value is carried out within six months of the cancellation, Hotel Auberge shall credit 50 percent of the customer's cancellation costs against the cost of the new event (does not apply to no-shows).

CHANGE IN NUMBER OF PARTICIPANTS

Changes in the number of participants in relation to a booking confirmed by Hotel Auberge must be notified to Hotel Auberge in advance and in writing by the following deadlines:

- Up to 30 people: 4 working days
- 31-100 people: 8 working days
- 101 or more people (changes of more than 5%): 14 working days

The calculations shall be based on the number of participants specified in the offer/confirmation/agreement. Should this number be reduced or increased in a provisional or definitive booking, we reserve the right to recalculate the prices.

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7.2. CANCELLATIONS OF INDIVIDUAL BOOKINGS

Individual bookings for hotel rooms may be cancelled at no charge up to 24 hours before arrival. Should we receive a cancellation of a booking after this deadline, we shall charge for the first night of the booking. This provision applies exclusively to private individuals and cannot be applied to groups or contingent bookings.

8 AGREEMENTS FOR BANQUETS AND WEDDINGS

Staff costs up until midnight are included in the price. After midnight Hotel Auberge shall charge CHF 150 per 25 guests for each hour or part thereof. Should a wedding cake be provided by a third party supplier, we shall charge CHF 3.50 per guest for the serving and waiter service involved. Guests may not bring their own food or drinks unless prior permission has been granted by Hotel Auberge. Corkage fees shall be applied in this case.

9 PRICES & TERMS OF PAYMENT

Unless otherwise specified, all published prices are in Swiss francs (CHF) and include statutory value-added tax. Invoices are also issued in Swiss francs. Hotel Auberge invoices must be paid within 20 days of the date of issue. In the event of orders in excess of CHF 1,000, Hotel Auberge shall be entitled to request payment of up to 80% of the order total in advance. In the case of payments made after the due date, Hotel Auberge shall be entitled to charge interest of 5%.

10 WITHDRAWAL FROM CONTRACT ON THE PART OF HOTEL AUBERGE LANGENTHAL

In the event of force majeure, Hotel Auberge reserves the right to withdraw from the contract without incurring any costs. Should it become apparent following conclusion of the contract that there are doubts as to the creditworthiness or trustworthiness of the customer, or that the event may negatively impact the safety or reputation of Hotel Auberge, then Hotel Auberge shall be entitled to cancel reservations at any time without providing any compensation whatsoever.

11 PLACE OF JURISDICTION

The place of jurisdiction is Burgdorf.