

## General Terms and Conditions for: **Weddings & Banquets**

valid from January 2019

MARINA GASTRO AG

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### 1. **Entry into force**

The reservation agreement enters into force when confirmed in writing by both parties. This is achieved by the mutual signature of the event contract.

### 2. **Number of participants**

The event organiser undertakes to notify Marina Gastro AG of the definitive number of participants as early as possible and no later than 3 days before the date of the event, and to obtain confirmation from Marina Gastro AG. The number of participants declared by the customer serves as the basis for the calculation of the services of Marina Gastro AG. If the actual number of persons is smaller, the definitively confirmed number serves as the basis for the charges. Additional costs arising due to additional participants will be invoiced.

### 3. **Services & payments**

3.1 Marina Gastro AG undertakes to render the contractually agreed scope of services to the event organiser.

3.2 By signing the contract, the event organiser undertakes to pay for these services within the payment term stated on the invoice. This is normally 30 days. The invoice includes the services rendered by Marina Gastro AG itself as well as any services that have been outsourced to third parties on behalf of the event organiser.

3.3 Our calculations are based on the confirmed number of participants. Our prices are quoted inclusive of statutory value-added tax.

3.4 Marina Gastro AG is entitled to request an advance payment. The amount and due date of the payment is recorded in writing in the event contract. Any cancellation costs will be offset against the advance payment.

### 4. **Burners and fireworks**

4.1 The burning of burners (e.g. sparklers) inside the hotel is prohibited.

4.2 The Marina Lachen is situated in the central area of the municipality of Lachen and close to the approach corridor of the small Wangen SZ airport. The lighting of fireworks and firecrackers in the open air or anywhere in the vicinity of the airport thus is prohibited. The responsible authority is the Municipality of Lachen. Infringements are subject to criminal prosecution.

### 5. **Liability/damage**

5.1 The event organiser is liable for all damage to rooms, facilities, equipment, furnishings and hotel grounds belonging to Marina Gastro AG caused by its own fault or that of third parties whom it has engaged or invited.

5.2 Marina Gastro AG accepts no liability for theft or damage to materials and equipment brought into the hotel by the event organiser or by third parties commissioned or invited by the latter.

### 6. **Food and drinks**

6.1 The event organiser must purchase all food and drinks from Marina Gastro AG as a matter of principle.

6.2 For wines brought onto the premises, we levy a corking charge of CHF 50.00 for each 75cl bottle opened.

6.3 If cake is part of a dessert, a crockery charge is not levied. A crockery charge of CHF 10.00 per guest is otherwise levied.

## 7. Minimum charge

Marina Gastro AG imposes a minimum charge of CHF 9,000.00 (food and drink sales) in its MonteLago banquet hall from 1 April to 31 October (high season) on Saturday evenings. If the minimum charge is not reached, goods (e.g. wine) may be purchased.

## 8. Extension, permits, additional costs

8.1 The premises/halls are available for events from Sunday to Thursday until 12.30 a.m. and on Fridays and Saturdays until 2.00 a.m. (end) without the need for a permit.

8.2 Further extensions (from 2.00 a.m. until 4.00 a.m. at the latest) require a permit (authority: Municipality of Lachen SZ). Permits can only be obtained from Marina Gastro AG. The event organiser will be charged CHF 300.00 per hour. The agreed end of the event must be observed.

8.3 Ordinary service hours are from Monday to Sunday until 12.00 a.m.. Additional hours are considered overtime and will be charged separately:

• Event manager / chef	per hour	CHF 65.00
• Service / kitchen team member	per hour	CHF 45.00

8.4 From 2.00 a.m., any type of live music is strictly prohibited. DJs must set their volume level as instructed by the event manager of Marina Gastro AG from 2.00 a.m.. Article 11.4 of these General Terms and Conditions will apply in case of infringement.

8.5 The use of public land requires a permit. A number of spaces on Lachen harbour are available for receptions in summer. The spaces are allocated by the municipality and organised by Marina Gastro AG. A charge of CHF 50.00-150.00 is levied for rental of the space. The charge will be levied even if the space is not used. The provision of reception spaces is charged according to cost and agreed with the event organiser in advance.

8.6 Public parking spaces are situated next to the hotel (for a fee). Special public parking spaces are available for coaches in the same place. Marina Gastro AG cannot guarantee parking spaces for companies on public land.

8.7 Costs for additional services will be charged in accordance with the enclosed information sheet.

8.8 Advertisements in the media referring to an event at the Marina Lachen require the prior written consent of Marina Gastro AG as a matter of principle.

## 9. Cleaning

Special cleaning necessitated by extraordinary soiling as well as waste disposal (e.g. of room decorations or games) may be charged to the event organiser.

## 10. Hotel rooms / prices

10.1 Banquet guests benefit from special prices for hotel rooms. A special information sheet by Marina Gastro AG provides details of the prices and conditions. Check-in time is 3.00 p.m. and check-out time is 12.00 p.m.. Early check-in can be guaranteed subject to availability and a surcharge of CHF 150.00 per room.

10.2 Provisional reservations are kept clear until one month before the event. After this period, rooms that have not been definitively confirmed are allocated on request.

## 11. Cancellation

11.1 Cancellations must be reported to Marina Gastro AG as early as possible and in writing. Cancellations are charged as follows on the basis of the agreed overall service:

	(April to October)	(November to March)
a) Cancellation by 274 days before event:	free of charge	free of charge
b) Cancellation 273 to 91 days before event:	CHF 2,000	free of charge
c) Cancellation 90 to 61 days before event:	50%	free of charge
d) Cancellation 60 to 31 days before event:	75%	25%
e) Cancellation 30 to 15 days before event:	100%	50%
f) Cancellation 14 to 7 days before event:	100%	75%
g) Cancellation 6 to 0 days before event:	100%	100%

11.2 In the event of partial cancellation of all booked services (except hotel rooms) to a value exceeding CHF 2,000 during the cancellation periods above, the same conditions under figure 11.1 will apply.

11.3 Hotel room cancellations are charged as follows if the rooms cannot be resold:

- |  |                |
|--|----------------|
| a) 1-5 rooms: by 2 days before arrival       | free of charge |
| 1-5 rooms: 0 to 1 day before arrival         | 100%           |
| b) 6 or more rooms: by 5 days before arrival | free of charge |
| 6 or more rooms: 4 to 0 days before arrival  | 100%           |

11.4 If Marina Gastro AG has grounds to assume that the safety of its employees or guests or the orderly management of its business or its reputation might be endangered by a planned or ongoing event, it may cancel the agreement in advance at any time without compensation or terminate the agreement during the event at the full expense (11.1.g) of the event organiser.

## 12. Force majeure

In the event of force majeure, Marina Gastro AG reserves the right to withdraw from the contract without liability.

## 13. Place of jurisdiction

The place of jurisdiction is Lachen/SZ.