



CONGRESS
KURSAAL
INTERLAKEN

General Terms and Conditions CONGRESS KURSAAL INTERLAKEN AG

PREAMBLE

Congress Kursaal Interlaken AG (“CKI”) is a stock corporation.

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1 SCOPE

These General Terms and Conditions (“GTC”) apply to the legal relationships between CKI as landlord and persons who rent the Kursaal Interlaken for the purpose of organising and/or conducting seminars, congresses, exhibitions, trade fairs, banquets or other events (“Customer”). The General Terms and Conditions supplement the contract concluded between CKI and the customer (collectively the “Parties”) regarding the rental of Kursaal premises to the customer (“contract”). These General Terms and Conditions and the contract as well as any additional documents mentioned in the contract govern the legal relationships between the parties comprehensively and conclusively. Any terms and conditions of the customer expressly do not apply to the legal relationships between CKI and the customer. If there are any contradictions between the General Terms and Conditions and the contract, the provisions of the contract take precedence. The customer must observe the applicable regulations and ensure that its employees, assistants, event participants, agents, suppliers and other third parties engaged by the customer comply with these conditions. CKI reserves the right to change regulations for the proper operation of the Kursaal. The customer undertakes to comply with all resulting liabilities and obligations. The full or partial use of CKI's premises is subject to the customer's acceptance of these GTC.

2 CONCLUSION OF CONTRACT

2.1 Conclusion of the contract

The contract is considered concluded when signed by both the renter and CKI. The contract is sent to the customer by CKI as an offer and is concluded if it is returned to CKI countersigned by the customer within 30 days of the date of issue. After expiry of the 30-day period, CKI is no longer bound by its offer and may dispose of the offered premises otherwise without further notice.

2.2 Revocation of an offer

CKI is entitled to revoke an offer and refuse to conclude the contract if:

- a) the customer did not sufficiently provide requested information and the event does not match the description originally provided by the customer
- b) the organisation of the event would threaten or endanger the peace and order and/or the safety of the local population, guests or individual persons or groups of persons
- c) the organization of the event would threaten or endanger the smooth running of the business, security or reputation of the Kursaal and CKI
- d) the customer has not obtained the necessary permits and consents to carry out the activities planned by it

2.3 Contract changes

Changes to the contract must be made in writing and signed by both parties.

2.4 Options

If the customer is granted an option to rent additional premises as part of an offer or the contract and the customer does not exercise this option within the specified period, CKI shall be entitled to dispose of the reserved premises after the expiry of the option period without further notice.

3 RENTAL PRICES

3.1 Prices

The prices result from the contract and are in Swiss francs (CHF) excluding VAT. Published prices are for the current calendar year. Prices especially from online calculations, are non-binding.

3.2 Included services

The rental price includes the use of the rooms specified in the contract as well as access to the rooms, the common lighting and heating. The rental price includes the first seating type chosen in the hall. The cloakrooms in the Kursaal (unguarded and serviced) can be rented. CKI is not liable for lost, mixed up, stolen or otherwise missing or damaged items of clothing and objects.

Cleaning of the areas in the normal context (congress, seminar, banquet, etc.) is included in the rental price for the Kursaal. Cleaning after parties, similar events and particularly heavy soiling is excluded. The costs incurred for this will be charged to the customer in accordance with no. 9.4.

4 PAYMENT TERMS

4.1 Means of payment

All payments must be made exclusively by bank transfer to a CKI account in Swiss francs. Cash, credit cards, checks or WIR are not accepted.

4.2 Amount of the deposit

A deposit equal to the approximate room rental must be paid for the final reservation. Pro rata payments can be agreed upon request.

Pro rata payments:

- 1) Rate: 50% of the hall rental / deposit invoice shall be sent with the contract (or the customer's request for instalments), payable within 30 days.
- 2) Rate: 50% of the hall rental / deposit invoice shall be sent 4 months before the event, payable within 30 days

4.3 Failure to make advance payments

The due dates for the deposits depend on the contract. If the advance payments are not received within the contractually stipulated period, the customer is automatically in default (expiry date). CKI is authorised to withdraw from the contract and to dispose of the reservation without further notice if the customer does not settle the outstanding amount in full within a grace period of a maximum of 10 days set by CKI in writing.

4.4 Financial statements

Within 30 days of the event, CKI shall issue a final invoice for any remaining portion of the rental price and for all additional services utilised by the customer. CKI invoices are due for payment within 10 days of the invoice date.

5 AUTHORISED USE AND PERMISSIONS REQUIRED

The commercial use of Kursaal premises by a customer requires prior written approval from CKI. If a use is subject to authorisation or reporting obligations under public or private law, the customer must obtain the authorisations from the competent authorities in good time and make the reports in accordance with the regulations. The customer is obliged to provide CKI with copies of the legally valid authorisations and notifications made no later than 10 days before the event is held. The CKI accepts no liability for missing or invalid authorisations or notifications.

The customer must comply with the copyright regulations of the Swiss Cooperative Society of Authors and Publishers of Music (SUISA) for music performances of all kinds, such as concerts, dance performances, entertainment evenings, etc., and is responsible for obtaining authorisation.

6 CKI SERVICES

6.1 Surrender of premises

CKI undertakes to lease the premises in the Kursaal specified in the contract to the customer for the purpose of organising seminars, congresses, exhibitions, trade fairs, banquets or other events and to provide the agreed services in connection therewith.

6.2 Third-party services

If the customer requests services and/or deliveries that are not offered by CKI, CKI shall only act as an intermediary between the customer and the third-party provider.

Services and/or deliveries between the customer and the third-party provider arising from the contract brokered by CKI are not subject to these GTC. CKI is not a party to the contract and accepts no liability for any third-party services. If third-party providers are commissioned for services that CKI also offers, the customer agrees to a surcharge of 15% on the order volume as a loss of sales for CKI. Gastronomy excluded.

7 CANCELLATION POLICY

7.1 Cancellation by the customer

Room rentals are also owed if an event is not held for reasons not attributable to CKI*. In addition, in the event of any cancellation, CKI must be reimbursed for the external costs and personnel expenses incurred as a result of the reservation. *Exception: force majeure: If an event cannot be held due to official restrictions or other disruptions such as war, strikes, etc., the organiser only owes CKI the personnel expenses and external costs incurred up to the time of cancellation.

7.2 Cancellation by CKI

CKI is entitled to terminate the contract with immediate effect if:

- a) the customer does not fully pay the deposit in accordance with paragraph 4.2. nor within the grace period set by CKI
- b) the contract was concluded under false or misleading information about the customer
- c) the event does not correspond to the description originally provided by the customer and the customer uses the premises for a purpose other than that specified in the contract
- d) the organisation of the event would threaten or endanger peace and order and/or the safety of the local population or guests in the Interlaken region, individuals or groups of people
- e) the organisation of the event would threaten or endanger the smooth running of the business, the security or the reputation of the Kursaal or CKI
- f) the customer fails to obtain the necessary authorisations and approvals to hold the event planned by it in accordance with no. 5
- g) the customer violates the provisions of no. 14 para. 1 (protection of intellectual property rights).

Any damage incurred to CKI as a result of the withdrawal must be reimbursed by the customer. CKI is entitled to retain and take into account advance payments already made by the customer to cover claims for damages.

7.3 Force majeure

Both parties are entitled to withdraw from the contract if an event of force majeure or other extraordinary circumstances for which neither party is responsible make the fulfilment of the contract significantly more difficult or impossible. In the event of cancellation in accordance with no. 7.3, CKI shall charge a flat-rate fee of 25% of the contractually agreed rental price for the expenses incurred. Advance payments made prior to cancellation shall be refunded to the customer by CKI (without interest) after deduction of the flat-rate fee and the fee for any services already purchased by the customer up to this point in time.

8 ORGANISATION

8.1 Programme schedule

CKI must be notified of all important information for the organisation of an event no later than 8 weeks before the event, and a more detailed programme schedule no later than 21 days before the event. Changes made by the customer at short notice, which entail additional work in the organisation or administration of CKI, will be invoiced to the customer additionally at the rates applicable at the time.

8.2 Change of event name

The event must be held with the name of the event listed in the contract. Subsequent changes to the name of the event require the prior written authorisation of CKI

9 PREMISES

9.1 Use of room/change of room

CKI reserves the right to make room changes, provided that the rooms meet the agreed requirements of the customer. Any subletting or re-letting of rooms or areas by the customer requires the prior written authorisation of CKI.

9.2 Transfer of the premises (beginning/end of rental)

The rented rooms are ready from 8.00 a.m. at the start of the rental period and are available to the customer until 6.00 p.m. on the last day. Early or longer use can be agreed with the CKI, provided the rooms are available. If the customer uses the rooms for longer than agreed in the service contract, the customer must pay the additional costs confirmed in writing.

9.3 Handover/transfer of the premises

The handover of the premises, including the co-rented inventory, shall take place at the agreed start of the rental after inspection and examination by the parties. The customer is obliged to return the rented premises to CKI at the agreed time, completely vacated and in the condition stipulated in the contract.

Decorations, stage fixtures and the like may only be installed on the premises if they are not permanently fixed and can be removed without causing damage or disfigurement. Any attachment of objects to ceilings and walls requires the prior approval of the responsible manager at CKI. It is not permitted to cover the walls and floors in the entire building. Any damage will be billed.

The distribution of printed materials, the attachment of advertising stickers, posters and the use of advertising media in and on the building are not permitted without the prior written consent of the CKI. A separate regulation applies to exhibitors, which relates exclusively to the exhibition stand.

9.4 Technology and cleaning

Deployments of building services or cleaning staff that are not included in the contractually agreed rental price in accordance with no. 3.2. shall be invoiced to the customer on a time and material basis at CKI's applicable rates. Consumables required before and during an event will be invoiced to the customer at the applicable CKI rates. Material ordered by the customer (in advance or on site) will be invoiced - even if it is cancelled on site or not required.

9.5 Maximum number of people

The customer is responsible for ensuring that no more people are allowed entry than the capacity of the relevant room. The maximum numbers specified by CKI, legal provisions and official orders are binding. In the event of an infringement, CKI declines any liability.

9.6 Parallel events

They can take place in rooms not rented by the organizer.

10 GASTRONOMY

10.1 Food and beverages

The choice of food and drink must be communicated to CKI no later than three weeks before the event; otherwise, the offer and quality cannot be guaranteed. CKI must be provided with a trend figure for the number of participants at least two weeks before the event. The final number of guaranteed participants must be communicated to CKI in writing no later than seven working days before the event; it may deviate from the trend number by a maximum of +/- 5%. The actual number of participants is always charged, but at least the guaranteed number. CKI only guarantees the perfect quality of the food and drinks if it can be served at the agreed time or if the organizer announces delays at least 1 hour in advance. In the event of delays of more than 30 minutes, CKI must be reimbursed for the resulting additional costs.

The CKI menu price offered includes service-free periods of 15 minutes per course for speeches or interludes; Longer waiting times or longer interruptions than previously planned will be charged at the employee hourly rate.

10.2 Third-party delivery of drinks

If the customer would like to have their own drinks served by CKI, a gastronomy fee is charged, the amount of which must be specified in the contract.

The customer is obliged to obtain gastronomy exclusively from CKI's in-house gastronomy department. Exceptions require prior written authorisation from CKI and the F&B manager. The use of the catering facilities and the kitchen is only permitted to the in-house gastronomy department of CKI.

11 SECURITY

The customer shall, at its own expense and under its sole responsibility, ensure the safety of persons, objects and valuables in the rented premises and the safe organisation of the event at all times and in full and shall strictly comply with the applicable safety regulations.

CKI reserves the right at any time to order special security and protection measures and to request the submission of a corresponding security and protection concept by the customer. From 10 p.m. the area will be guarded by an employee of a security company at the organiser's expense. If the situation or security situation requires it, CKI is entitled to check the contents of bags and other containers as well as clothing of people entering the building. CKI is entitled to prohibit the taking of bags and similar containers for certain areas of the building or for certain events.

For security reasons, some areas of the building and its premises are under video surveillance and marked accordingly.

12 FIRE AND HEALTH POLICY REGULATIONS

The customer undertakes to keep escape routes clear and guarantees that all fire regulations and other safety guidelines and requirements are strictly adhered to. It is strictly forbidden to smoke in the Kursaal premises. The use of fire, fireworks, naked flames, flammable or explosive substances in or around the Kursaal premises is strictly prohibited.

For events with fewer than 500 participants, a medical service is not mandatory after consultation and approval by the CKI. For events with more than 500 participants, a medical service of at least two people is required. The customer is responsible for the medical service.

The use of artificial fog etc. must be reported to the CKI in advance, as the fire alarm system must be switched off and a fire safety officer must be deployed at the organiser's expense. Costs resulting from false alarms to the fire department due to failure to report this shall be borne by the organiser. Pyrotechnic displays are prohibited. The emergency exits must always be kept clear. Instructions from the CKI safety officer or the fire station must always be followed.

13 LIABILITY

The customer is liable for the dutiful fulfilment of the contract. The customer shall be liable to CKI for all damage to the rented premises, including the equipment, furnishings and technology therein, regardless of whether such damage was caused by the customer, its employees, assistants, agents, suppliers, event participants or third parties.

The insurance of objects and valuables brought in by the customer, its employees, assistants, agents, suppliers, event participants or other third parties is the sole responsibility of the customer. The customer is responsible for the security of show stands etc. When staff leaves the premises, it is recommended that valuable items be kept locked up. CKI accepts no liability for damage, loss or theft of objects and valuables brought into the rented premises by the customer, its employees, assistants, agents, suppliers, event participants or third parties or - with CKI's consent - objects placed outside the Kursaal (e.g. advertising flags, banners and the like). CKI accepts no liability for items and valuables temporarily stored in the Kursaal. CKI shall not be liable for personal injury, property damage or financial loss suffered by the customer, its employees, auxiliary persons, agents, event participants, suppliers or third parties in connection with the use of or stay in the rented premises, unless such damage was caused intentionally or through gross negligence on the part of CKI. Damages, lost profits and/or other consequential damages also remain excluded in these cases.

The customer is obliged to take out insurance for personal injury, property damage and financial loss (including damage resulting from theft, burglary, water damage or similar events) occurring during or in connection with the event held in the Kursaal during the entire rental period, including set-up and dismantling and during night-time hours. CKI may demand proof of adequate insurance from the customer at any time.



CKI is not liable for any costs incurred if the event cannot be held due to natural disasters, pandemics or force majeure.

14 INTELLECTUAL PROPERTY RIGHTS

The use of images of the Kursaal as well as logos and trademarks, copyrights, names and other proprietary rights of CKI in any form by the customer requires the prior written consent of CKI. If use occurs without appropriate authorisation, CKI is entitled to withdraw from the contract. The customer is liable for any damage caused to CKI as a result. CKI is entitled to create photos/videos at all events with free usage rights. If a customer does not want this, the customer must inform the CKI in writing in advance.

The protection of name, trademark, copyright and other proprietary rights of third parties in connection with the use of the rented premises and the organisation of events in the rented premises is the sole responsibility of the customer.

15 OBLIGATIONS FOR SUPPLIERS AND EXTERNAL COMPANIES

If a customer uses external suppliers or companies to organise an event, the customer shall ensure that these suppliers comply with the applicable provisions and that they act in accordance with the standards of the Kursaal. Suppliers must use the supplier entrance, refrain from smoking outside the smoking areas and from consuming food and drink in the public areas.

16 DELIVERY, SHIPPING AND STORAGE

16.1 Delivery of goods

All exhibition, decoration and other deliveries must be brought into the Kursaal through the supplier entrance. Deliveries and collections must be announced in writing in advance and coordinated with the person responsible at the Kursaal using the following address:

**Congress Kursaal Interlaken AG
Strandbadstrasse 44
3800 Interlaken
Switzerland**

16.2 Shipments of goods

Shipments for events must be notified in writing to the Kursaal in good time, at the latest before their arrival. CKI reserves the right to reject shipments without a sender or to unknown recipients. The exhibition goods may be delivered no earlier than three days before the event using the following address:

**Congress Kursaal Interlaken AG
Contact person
Event name/tenant, event date
Strandbadstrasse 44
3800 Interlaken
Switzerland**

Letters and parcels should be sent to the general address of the Kursaal. CKI and the persons present in the Kursaal do not accept goods on delivery and do not fill out customs documents. Shipping costs and customs charges for incoming packages must be paid by the customer and are not covered by CKI. If this is not adhered to, acceptance may be refused. CKI assumes no liability for loss or damage to unannounced deliveries and shipments. The same applies to pick-ups.

16.3 Storage and disposal

Goods stored by the customer in the Kursaal shall be invoiced at the applicable CKI rates. If deliveries or consignments are not collected by the customer, they can be disposed of after the event without notification.

17 WASTE DISPOSAL

The waste disposal fees will be charged to the customer at CKI's current rates. Any contamination and environmental pollution or pollution within or around the building must be avoided. Visitors are obliged to separate waste according to recyclable materials and to use the special collection containers provided. In the event of failure to do so, appropriate compensation may be demanded.

18 SIGNAGE

Signage requested by the customer will be charged to the customer based on effort and applicable CKI tariffs. The customer is not permitted to erect its own signage or signposts without the prior written authorisation of CKI.

19 LODGING

CKI takes over - on request - the reservation and management of the hotel spaces in the brokered hotels in the name and at the exclusive expense and risk of its customers.

20 OWN EVENTS

Persons who contact Congress Kursaal Interlaken AG as part of participant registration, visiting the websites or using the online web shop agree to the following terms of use.

- a) **Prices**
The prices are stated in Swiss francs (CHF) and include the applicable statutory VAT:
CHE-116.286.676 VAT
- b) **Payment**
You can pay on site in cash or at the relevant cash registers, which are equipped with a card payment device, with VISA, Master Card, Maestro card and Postcard.
- c) **Tickets**
The tickets are personal and non-transferable. A unique barcode is printed on each admission ticket, which is electronically checked for validity upon entry. There is no check at this point for any name or company that may be printed.
- d) **Exchange/Return Policy**
No exchange or refund will be granted for purchased, stolen, damaged or destroyed tickets. If the customer is unable to attend, the customer can provide a replacement participant.
- e) **Postponement of the event**
In the event of a postponement of the event, the purchased ticket is automatically valid for the rescheduling of the event. The buyer has no right to return or exchange the ticket. Furthermore, ticket sales can be stopped at any time without further justification.
- f) **Security**
Credit card data is encrypted using proven SSL technology. Every transaction is authorised online with the relevant credit card companies. We do not store credit card numbers.
- g) **Inquiries/Contact**
Inquiries in connection with participant registration and data protection at Congress Kursaal Interlaken AG should be directed to marketing@congress-interlaken.ch.
- h) **Right of revocation**
Consent can be revoked at any time by sending an email to marketing@congress-interlaken.ch or by writing to the owner of the data collection.
- i) **Competition conditions online competitions**
Unless expressly stated otherwise, the competitions are not connected to Facebook, Instagram and other social networks and are neither sponsored, supported or organised by them. The participation period will be announced in connection with the respective competition. All people living in Switzerland are eligible to participate. Unless expressly stated otherwise in the competition, multiple entries by the same person or any other form of obvious abuse is not permitted. All information regarding the competitions is provided by Congress Kursaal Interlaken AG.

Employees of Congress Kursaal Interlaken AG and its group companies and of partner companies involved are excluded from participation. The winners will be informed in writing. No correspondence will be entered into. Cash payment is excluded. Legal recourse is excluded.

j) **Limitations of liability**

Congress Kursaal Interlaken AG assumes no liability for property damage, personal injury or financial loss in connection with the organisation and implementation of the event.

21 FINAL PROVISIONS

21.1 Invalid clauses

If individual provisions of the contract or these General Terms and Conditions are void, ineffective or unenforceable or become so, the remaining part of the General Terms and Conditions or the contract is not affected by this. In the event of the invalidity, ineffectiveness or unenforceability of a provision, this shall be replaced by a new provision whose purpose comes closest to the original purpose of the invalid, ineffective or unenforceable provision. The same procedure shall be followed if a loophole becomes apparent.

21.2 Access

- a) The building is not open to the public.
- b) Only those people who have been approved by CKI or the respective organiser have access to the events. Event visitors only have access to the building during the event and must leave it at the end of the event.
- c) There is a separate entrance to the right of the ramp in the inner courtyard for deliveries. Access to the kitchen (HACCP area) is only permitted for CKI employees and, with consent, for the official gastronomy partner.
- d) During the night closure period, people may only stay in the building with special permission from CKI. For events, the night closure period begins one hour after the end of the event and lasts until one hour before the first event on the following day. During the event-free period, the night curfew begins at 6:00 p.m. and ends at 8:00 a.m. CKI reserves the right to special regulations, particularly for set-up and dismantling times.
- e) Being on the premises and in the building is at your own risk.

21.3 General conduct

- a) Bringing animals is not permitted, apart from companion animals (e.g. guide dogs).
- b) Due to legal requirements to protect against passive smoking, smoking is prohibited in all indoor areas.
- c) Any commercial activities of third parties (e.g. merchandising or exhibitor sales activities) at events require the prior consent of CKI.
- d) It is prohibited to carry weapons and any kind of reportable objects and substances in the building. Employees of Securitas companies and the police are excluded.
- e) The park is open to the public and may be used for events by prior arrangement. Any damage caused to the lawn or flower beds will be billed to the organiser.
- f) Rallies are not permitted in the building.
- g) The rules for the protection of minors apply in the CKI, which means in particular that after 10 p.m., children under 16 are only allowed to stay in the Kursaal if accompanied by a legal guardian or with their written consent.
- h) The instructions of CKI staff and the staff commissioned by them must be followed and treated with respect at all times.
- i) Riding in the building complex with bicycles, roller skates, roller boards, scooters or other means of transport (except wheelchairs) is not permitted.

In the event of disputes, only Swiss law applies. The place of jurisdiction is Interlaken.

Interlaken, 14.03.2024