



THE CAMBRIAN  
ADELBODEN

# General Terms and Conditions (GTC)

## 1. Scope

These General Terms and Conditions (hereinafter called GTC) apply to the rental use of rooms and/or conference and banquet facilities as well as to other connected services and deliveries by Hotel The Cambrian (hereinafter called Hotel The Cambrian) to customers. All offers by Hotel The Cambrian based on the following GTC. It forms an integral part of every contract. If the present GTC contradicts any contractual conditions of a customer, then the present GTC has preference.

## 2. Conclusion of the contract

After making a reservation, the customer will receive a written confirmation of the reservation from Hotel The Cambrian. The contract between the two parties comes into force only with this written confirmation of reservation from Hotel The Cambrian to the customer.

## 3. Services, payments and prices

Hotel The Cambrian undertakes to provide the services ordered by the customer and confirmed in writing by Hotel The Cambrian. All prices are understood to be in Swiss francs (CHF) and include the statutory value-added tax (VAT). Hotel The Cambrian is entitled to demand an appropriate advance at any time. The amount of the advance and the dates for payment will be agreed in writing in the contract. If the customer does not comply with the demand for an advance in time, Hotel The Cambrian is entitled to withdraw from the contract after setting a reasonable period of grace. The customer is liable towards Hotel The Cambrian for the damages arising from this. If Hotel The Cambrian does not request an advance then the entire invoice amount is to be paid at the time of departure by the customer by credit card (Mastercard, VISA, American Express, Diners, JCB), debit card (EC/Maestro, Postcard) or in cash. If it is agreed that the payment will be made by invoice, then the entire invoice amount is due 30 days after the date of the invoice. Hotel The Cambrian is entitled to charge default interest of 5%.

Hotel The Cambrian reserves the right exclusively to make price changes.

## 4. Liability

The customer is liable towards Hotel The Cambrian for any damages and losses or other damages caused by him, his colleagues, his representatives or the participants or any other third party. Hotel The Cambrian rejects any liability for theft and damage to goods, which were brought by the customer, participants to the event or by a third party.

It is the responsibility of the customer to insure exhibits or other objects, which were brought in by the customer, participants to the event or by a third party. Hotel The Cambrian can request proof of an adequate insurance from the customer at any time.

The customer is obliged to comply with the rules of law and order. He undertakes to fully indemnify Hotel The Cambrian from any civil and public claims, which are brought against Hotel The Cambrian by authorities or third parties (including participants to the event, guests or colleagues and contractual partners of the customer) on the basis of his event, due to his event or to bear all the corresponding claims. Hotel The Cambrian is liable only for damages that were caused intentionally from gross negligence contractually and non-contractually and only for direct damages. Any other liability, particularly in cases of slight or moderate negligence or for indirect damages, like lost profit in particular, is excluded.

## 5. Withdrawal by Hotel The Cambrian

Hotel The Cambrian can withdraw from the contract without compensation to the extent of the part of the contract not yet fulfilled completely or partially, if Hotel The Cambrian finds it difficult or impossible to provide the services on account of force majeure or other circumstances beyond the control of Hotel The Cambrian. Hotel The Cambrian is also entitled to withdrawal without compensation if there is a justified reason to believe that the events can endanger smooth business operations, security or the reputation of Hotel The Cambrian in the eyes of the public or the customer violates Item 13 of these General Terms and Conditions. Possible claims for damages by Hotel The Cambrian towards the customer are reserved.

## 6. Dates for arrival and departure

The hotel rooms will be available on the day of arrival at 3 PM and checkout should follow by 12 noon on the day of departure.

## 7. Block bookings/Reserved rooms

The customer has to send Hotel The Cambrian a list of participants with the following details 14 days before arrival at the latest: First name and surname of all guests, time of arrival, payment terms for the guests. Hotel The Cambrian will release the rooms available from the reserved rooms for other customers after the expiry of the deadline.



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## 8. Cancellation Policy

1. The Hotel grants to the Contractual Partner the right to revoke the Contract at any time. In this respect, the following provisions shall apply:

- a) If the Contractual Partner revokes the reservation, is Hotel The Cambrian entitled to reasonable compensation.
- b) It is at Hotel The Cambrian's discretion to claim from the Contractual Partner a lump-sum revocation compensation instead of a specifically calculated compensation. In the case of revocation more than 31 days before the date of the event, the lump-sum compensation shall amount to 50% of the contractually agreed price for the event, in particular for the lease of the hotel space, the rooms and the provision of food and beverage. In case of revocation fewer than 31 days prior to the date of the event, the lump-sum compensation shall amount to 80 % of the contractually agreed price for the event, in particular for the lease of the hotel space, the rooms and the provision of food and beverage. The amount contractually agreed shall be calculated in accordance with the agreed number of participants. If a price for food and beverage has not yet been contractually fixed, the most favourably priced 3-course menu of the respective event offer applicable at that time shall form the basis of the lump-sum compensation. The Contractual Partner shall be free to prove that Hotel The Cambrian has not suffered any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum revocation compensation claimed.
- c) If Hotel the Cambrian calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by Hotel The Cambrian, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from the latter's performance for any other Contractual Partners.

2. The above provisions on the compensation shall apply analogously if the Contractual Partner does not make use of the booked services and fails to notify this fact to the Hotel in due time.

3. If Hotel The Cambrian has granted to the Contractual Partner an option to withdraw from the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to compensation. For the question whether the declaration of revocation is made in due time the receipt thereof at the Hotel is decisive. The Contractual Partner has to declare the revocation in writing.

The hotel reserves the right to determine contractually individual cancellation conditions.

## 9. Use of the rooms/Approvals

Hotel The Cambrian reserves the right to make changes in the room if the facilities correspond to the requirements and interest of the organizer and is justifiable for him. A sublease or further lease of the rooms or areas by the customer requires the prior written approval of Hotel The Cambrian.

The organizer has to obtain any necessary approvals himself at his own cost, unless otherwise stated in the contract. Copyright fees in connection with music performances are to be registered and settled by the organizer himself.

## 10. Number of participants banquet and conference

The organizer has to inform Hotel The Cambrian the definite number of participants (guaranteed number) at least 3 working days before the function. The indicated guaranteed number applies as the basis for the calculation even if the effective number of persons as a consequence is less; the effective costs incurred will be billed in case the effective number of persons is higher. Hotel The Cambrian does not guarantee that it can take care of all guests, if the effective number of participants is higher.

## 11. Fire safety regulations/other safety regulations/Putting up decoration material

The organizer undertakes to comply with the fire safety regulations of Hotel The Cambrian, in particular to keep the escape routes and the compliance of the ban on smoking. Decoration material brought in by the organizer has to comply with the fire safety regulations.

The organizer is moreover responsible that additional people are given entry, than the capacity of the corresponding room. The maximum numbers given by Hotel the Cambrian are binding. Hotel The Cambrian rejects any liability in case of a violation.

Putting up decorations and other objects on walls, doors and ceilings requires the prior approval of Hotel The Cambrian. The organizer is liable for any damages arising from this for Hotel The Cambrian.

## 12. Authorities / entertainment

The Contractual Partner is obliged to procure at its own costs all consents of the authorities as may be required to carry out the event. It is responsible for the adherence to these consents as well as any other provisions under public law in connection with the event. The Contractual Partner is responsible for registration and invoicing vis-à-vis the competent institutions (e.g. SUIISA) required within the scope of music performance and exposure to sonic waves arranged and caused by the Contractual Partner itself.



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### 13. Printed matter / advertisements in the media

The use of logos/pictures of Hotel The Cambrian in any form by the organizer requires the prior written approval of Hotel The Cambrian always. Hotel The Cambrian is entitled to withdraw from the contract if there is a publication without the corresponding approval. The organizer is liable then towards Hotel The Cambrian for damage arising from this.

### 14. Surcharges / overtime

Hotel The Cambrian reserves the right to calculate the services feature after the official closing time as an overtime fee per department, without otherwise agreed

From 0.00am the following night surcharge will be required:

Service staff:  
CHF 55/per employee / hour

Kitchen staff:  
CHF 55/per employee / hour

Adelboden, February 2016

### 15. Catering

The Contractual Partner may bring along food and beverage to the events only if this is agreed with the Hotel in writing. In these cases the Hotel may charge a service fee in order to cover the overhead costs.

The organizer undertakes to draw all food and drinks from Hotel The Cambrian, unless agreed otherwise in writing. Otherwise corkage agreed on in advance will be billed.

### 16. Applicable law / Court of Jurisdiction

Swiss law is applicable exclusively for the contract. The Cantonal Court in Bern is the Court of Jurisdiction. Should individual provisions of these General Terms and Conditions be invalid, then the validity of the remaining provisions hereof shall in no way be affected. In such a case, the invalid provision will be replaced by a logical similar but valid provision.