



HOTEL  
FACHSCHULE  
THUN



THE  
LAB  
HOTEL

GENERAL TERMS AND CONDITIONS OF BUSINESS (T&CS)

BETRIEBS GMBH HOTELFACHSCHULE THUN

(REFERRED TO IN THE FOLLOWING DOCUMENT AS "THE LAB HOTEL")

STIFTUNG HOTELFACHSCHULE THUN

(REFERRED TO IN THE FOLLOWING DOCUMENT AS "HF THUN")

## GENERAL INFORMATION

### 1. Scope

These general terms and conditions of business (hereinafter referred to as the "T&Cs") apply to the provision of rooms for accommodation as well as the provision of co-working, meeting, seminar and catering facilities plus all associated services and deliveries of Betriebs GmbH Hotelfachschule Thun (hereinafter referred to as "The Lab Hotel") and Stiftung Hotelfachschule Thun (hereinafter referred to as "HF Thun"). They form an integral part of every contract. If these T&Cs contradict any contractual conditions on the part of a guest, these T&Cs shall take precedence.

### 2. Conclusion of contract

A contract between the parties is only concluded when a booking is confirmed in writing to the guest. A booking made on the day of arrival is binding the moment The Lab Hotel/HF Thun accepts the booking.

### 3. Services, payments and prices

The Lab Hotel and HF Thun undertake to provide the services ordered by the guest and promised in writing by HF Thun or The Lab Hotel. All prices are in Swiss francs (CHF) and include the statutory value-added tax (VAT). HF Thun and The Lab Hotel are entitled to demand a reasonable down payment at any time. The amount of this down payment and the payment date will be agreed in writing in the contract. If the guest does not meet his or her obligation to pay a down payment in the time allowed, The Lab Hotel or HF Thun is entitled to withdraw from the contract after setting a reasonable grace period. The Lab Hotel or HF Thun reserves the right to change its prices. Unless a down payment is required, the guest shall pay the entire invoice amount upon departure, at the latest. If payment on invoice is agreed, the invoice amount is due 30 days after the invoice date, without any deductions. The The Lab Hotel and HF Thun are entitled to subsequently charge services used that were erroneously not listed on the final invoice or could not be added to it for reasons of time.

### 4. Unavailability

If, for unforeseen reasons, an equivalent room/space is not reserved/available when the guest arrives, the guest will be assigned a room/space of the next-highest category. In the event that no room/space is available in the hotel or on the campus, The Lab Hotel or HF Thun will arrange for at least equivalent accommodation/an at least equivalent space in another hotel. Furthermore, The Lab Hotel, or HF Thun, will take care of the return transport, with luggage, as well as a telephone call.

### 5. Liability

The guest is liable to The Lab Hotel and HF Thun for all damage and losses or other damages caused by the guest him/herself, his/her employees, agents, event participants or other third parties. The Lab Hotel and HF Thun accept no liability for theft or damage to items brought in by guests, event participants or third parties. The insurance of exhibits and other items brought in by the guest, event participants or third parties is the responsibility of the guest. The Lab Hotel and HF Thun may request proof of appropriate insurance from the guest at any time. The guest shall keep peace and order. The guest undertakes to fully indemnify The Lab

Hotel and HF Thun and hold them completely harmless from all civil and public legal claims made against The Lab Hotel of HF Thun by authorities or third parties (including event participants, guests or employees and contractual partners of the guest) on the basis of his or her event and to settle related claims in their entirety. The Lab Hotel is not liable for damage to the textiles that have been washed, dried or ironed in the publicly accessible laundry. The Lab Hotel is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular in the case of slight or moderate negligence or for indirect damage, such as lost profit in particular, is excluded.

## **6. Withdrawal from the contract by the Lab Hotel and HF Thun**

Should the service to be contractually provided by The Lab Hotel or HF Thun be made difficult or impossible, either in whole or in part, due to force majeure or other circumstances for which neither The Lab Hotel nor HF is responsible, The Lab Hotel may withdraw from the contract either in full or in part, without providing any compensation, to the extent to which that part of the contract that has not yet been fulfilled. The Lab Hotel and HF Thun are also entitled to withdraw from the contract without paying any compensation if there is justified reason to assume that the events may jeopardise the smooth business operations, security or public reputation of The Lab Hotel or HF Thun, or the guest violates section 7 of these T&Cs. The Lab Hotel and HF Thun expressly reserve the right to make any possible claims for damages against the guest.

## **7. Fire police regulations/safety regulations**

The organiser undertakes to comply with the fire protection regulations of The Lab Hotel and HF Thun, specifically keeping escape routes clear, complying with the smoking ban, etc. Any decorative material brought in by the organiser must also comply with the fire protection regulations. The organiser is also responsible for ensuring that no people are allowed into the space in question beyond the capacity of that space. The maximum figures specified by HF Thun are binding in this regard. The Lab Hotel and HF Thun rejects all liability in the event of an infringement. Attaching decorative materials and other objects to walls, doors and ceilings always requires the prior consent of The Lab Hotel and HF Thun. The organiser and/or guest is liable for any damage incurred by The Lab Hotel or HF Thun as a result.

## **8. No smoking policy**

Smoking, as well as covering or removing the smoke detectors, is strictly prohibited in all buildings/rooms of the Lab Hotel and the campus of the Thun School of Hotel Management. Violations will be subject to fines of at least CHF 200.00.

## **HOTEL ROOMS, THE LAB HOTEL**

Hotel room bookings comprise the provision of rooms for accommodation. Use of the hotel corridor for any personal items or materials is prohibited.

## **9. Arrival and departure**

The hotel rooms are ready for occupancy from 3 pm on the agreed day of arrival and are available to the guest until 11 am on the day of departure. In the event of early arrival or late departure, the hotel will endeavour to ensure that rooms may be occupied earlier or vacated later, depending on availability and, if necessary, for an additional charge. There is no entitlement to this extra service.

Should the guest occupy the room for a longer period of time without the prior agreement and consent of the hotel, the hotel can charge the guest CHF 50.00 for a late check-out until 3.00 pm and CHF 100.00 until 6.00 pm. If the guest checks out after 6 pm, he or she is liable for the full room rate for the following night.

## **10. Subletting and re-letting**

Subletting and re-letting the rooms, as well as exceeding the agreed number of people per room or using the rooms for purposes other than accommodation, require the prior written consent of the hotel.

## **11. Cleaning**

Guests who stay at The Lab Hotel for more than 1 month are considered long-stay guests. All long-stay guests must make the room accessible for cleaning at least once a week.

## **12. Block bookings and room quotas**

The Lab Hotel will receive a list of attendees from the guest no later than 14 days before arrival. Once this deadline has passed, The Lab Hotel reserves the right to release the rooms that are still available from the quota in question for open sale.

## **13. Liability for safe deposit boxes**

The safe deposit box (safe) provided in the room free of charge can be used to store valuables. The Lab Hotel assumes no liability for theft from the safe deposit box.

## **14. Cancellation Policy**

The following cancellation policy applies to all reservations, including no-shows (failure to arrive) and early departures, unless otherwise expressly agreed in writing.

### **14.1 Individual Reservations (up to 2 rooms)**

Cancellations of individual reservations (up to a maximum of 2 rooms) must be communicated to The Lab Hotel in writing no later than 6:00 p.m. (local hotel time) on the day prior to the scheduled arrival date. In the event of a later cancellation or no-show, the price of one night per room will be charged.

### **14.2 Stays of more than 7 nights (1–2 rooms)**

For reservations of 1 to 2 rooms with a stay of more than 7 consecutive nights, the following additional cancellation conditions apply:

- Cancellations are free of charge up to 14 days prior to the agreed arrival date.
- Cancellations made 13 to 7 days prior to arrival will be charged at 50% of the total agreed booking amount.
- Cancellations made less than 7 days (6–0 days) prior to arrival will be charged at 100% of the total agreed booking amount.
- In the case of long-stay reservations, at least the first month's rent is due if it exceeds or corresponds to the total booking amount.

#### 14.3 Group and Block Reservations (3 or more rooms)

Cancellation conditions for group or block reservations (3 or more rooms) are agreed individually and specified in the respective reservation confirmation.

#### 14.4 General Provisions

The relevant time for calculating cancellation deadlines is the time at which the written cancellation is received by the hotel.

Any services already rendered by The Lab Hotel must be paid in full in all cases.

### CATERING AND EVENTS, HF THUN

#### 15. Use of rooms/licences

HF Thun reserves the right to make room changes, provided that the rooms meet the requirements and interests of the organiser and are reasonable for the latter. The subletting or re-letting of rooms or areas by the organiser is not permitted.

Unless otherwise stipulated in the contract, the organiser must obtain any necessary licences him/herself and for his/her own account. Any copyright compensation in connection with musical performances must be declared and paid for by the organiser him/herself.

#### 16. Number of attendees

The number of attendees in the original booking is binding. We accept deviations of +/- 5% free of charge up to 48 hours before arrival. If this 5% is exceeded, costs will be incurred (see section 21 "Cancellations for events")

If the actual number of attendees is subsequently smaller, the specified guaranteed number applies as the basis for the billing; if the actual number of attendees is higher, the actual costs incurred will be invoiced. If the actual number of attendees is higher, HF Thun does not provide any guarantee that all guests will be accommodated (with respect to food and drink as well as space).

#### 17. Booking technical and organisational services

The organiser will provide HF Thun with the detailed schedule, information on the set-up of the space and of the technical aids, and all the information that HF Thun needs for a smooth implementation. The deadline for submitting technical and organisational services is specified in the respective booking confirmation. Larger changes will be charged according to effort and actual costs.

#### 18. Printed matter/announcements in media

The use of any form of logo/image of HF Thun by the organiser always requires the prior written consent of HF Thun. If a publication is made without the appropriate consent, HF Thun shall be entitled to withdraw from the contract. The organiser is liable to HF Thun for the resulting damage.

#### 19. Catering

The organiser is obliged to procure all food and drinks from HF Thun.

#### 20. Unclaimed services

At seminars, banquets and events, there is no right to a refund for services ordered but not availed of.

## **21. Cancellations for events or parts thereof (exceeding 5% of the original booking) by the organiser**

Cancellations of events must be communicated to HF Thun by the organiser in good time and in writing. The time of receipt of the written declaration by HF Thun is decisive for calculating the cancellation date. On Saturdays, Sundays and public holidays, the next working day shall be decisive for calculating the cancellation date.

### **Valid for occasions for up to 39 people**

Cancellation up to 60 days in advance: 25% of the total amount, excl. F&B services

Cancellation 59–30 days in advance: 50% of the total amount, excl. F&B services

Cancellation 29–15 days in advance: 75% of the total amount, excl. F&B services

Cancellation 14–0 days in advance: 100% of the total amount, incl. F&B services

(The total amount includes all services contractually agreed upon in advance)

### **Valid for occasions for 40 people or more**

Cancellation up to 90 days in advance: 25% of the total amount, excl. F&B services

Cancellation 89–60 days in advance: 50% of the total amount, excl. F&B services

Cancellation 59–30 days in advance: 75% of the total amount, excl. F&B services

Cancellation 29–0 days in advance: 100% of the total amount, incl. F&B services

(The total amount includes all services contractually agreed upon in advance)

For all cancellations, services provided by HF Thun in advance must in any case be paid for in full by the organiser.

The cancellation terms and conditions for events of all kinds form part of the booking confirmation.

### **Applicable law and jurisdiction**

Only Swiss law is applicable to the contract. The Cantonal Court in Bern is the court of jurisdiction. Should individual provisions of the General Terms and Conditions be ineffective, these do not affect the remaining provisions. In such a case, the legally ineffective provision will be replaced by an analogous but effective provision.

Bern, April 2024

The Lab Hotel/Betriebs GmbH Hotelfachschule Thun

HF Thun/Stiftung Hotelfachschule Thun