

# *General Terms & Conditions of sales (GTC)*

## 1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") apply to the provision of rooms and/or conference and banqueting facilities and all other related goods and services by Grand Hotel du Lac SA (hereinafter referred to as Grand Hôtel du Lac) to clients (hereinafter referred to as the "Organisers"). All Grand Hotel du Lac offers are based on these GTC, which form an integral part of any contract. Grand Hôtel du Lac reserves the right to amend these GTC at any time and publishes the current version, as amended, on the Grand Hôtel du Lac website. By using the services of Grand Hôtel du Lac, the Organiser accepts the current version, as amended, of these GTC. Any amendment to these GTC requires an express written agreement between the parties. This also applies to any waiver of the requirement for written form. In the event of a conflict between these GTC and the Organiser's contractual terms and conditions, these GTC shall prevail. In the event of conflict between the French and the English translation, the French version shall prevail and govern our relationship.

## 2. CONCLUSION OF THE CONTRACT

Following the reservation made by the Organiser, the latter will receive written confirmation of the reservation from Grand Hôtel du Lac (by e-mail, fax or letter). The contract between the parties will only come into force at the time of written confirmation of the reservation by Grand Hôtel du Lac to the Organiser.

## 3. SERVICES, PAYMENT AND PRICES

- 3.1 Grand Hôtel du Lac undertakes to provide the services ordered by the Organiser and confirmed in writing by Grand Hôtel du Lac.
- 3.2 All prices are quoted in Swiss francs (CHF) and include value added tax (VAT) at the statutory rate.
- 3.3 The Grand Hôtel du Lac is entitled to request an appropriate deposit. The amount of the deposit and the dates of payment will be agreed in writing in the contract. If the Organiser fails to comply with his obligation to pay a deposit on time, Grand Hôtel du Lac shall be entitled to terminate the contract after setting a reasonable period of grace. The Organiser will be liable to Grand Hôtel du Lac for any resulting damage.

3.4 Unless the Grand Hôtel du Lac requests advance payment, the total amount of the invoice will be paid by the Organiser by credit card or in cash at the latest at the time of departure. The total amount of the invoice is due 30 days after the invoice date if payment by invoice has been agreed. In the event of late payment, Grand Hôtel du Lac is entitled to charge interest on arrears at the rate of 5%, as well as collection and collection costs.

3.5 The Grand Hôtel du Lac expressly reserves the right to change prices.

#### 4. LIABILITY

4.1 The Organiser shall be liable to the Grand Hôtel du Lac for any damage, loss or other harm caused by itself, its employees, agents, event participants or other third parties. The Grand Hôtel du Lac declines (subject to Article 4.3) all liability in the event of theft of or damage to goods supplied by the Organiser, by participants in the event or by third parties. Insurance of exhibits and other items supplied by the Organiser, by participants in the event or by third parties is the responsibility of the Organiser. The Grand Hôtel du Lac may at any time require the Organiser to provide proof of adequate insurance cover. The Grand Hôtel du Lac is free to refuse its services until the Organiser can provide proof of adequate insurance.

4.2 The Organiser must maintain peace and order. The Organiser undertakes to fully indemnify the Grand Hôtel du Lac against any claims under civil and public law brought against the Grand Hôtel du Lac by the authorities or third parties (including event participants, guests or the Organiser's employees and contractual partners) in connection with the event organised by the Organiser, and to bear the cost of all such claims.

4.3 The Grand Hôtel du Lac is only liable for its own conduct in the event of damage caused intentionally or through gross negligence, whether contractual or non-contractual. Any other liability, in particular for slight or moderate negligence, is excluded.

4.4 The Grand Hôtel du Lac is liable for its vicarious agents only in the event of damage caused intentionally or through gross negligence and for direct damage. Any other liability, in particular for slight or moderate negligence and for indirect damage, is excluded. Indirect damage within the meaning of these GTC includes, in particular, loss of profit and pure financial loss.

4.5 Where external services are organised, the Grand Hôtel du Lac declines all responsibility for the service ordered by the Organiser.

#### 5. WITHDRAWAL FROM THE CONTRACT BY GRAND HÔTEL DU LAC

5.1 Grand Hôtel du Lac may terminate the contract without giving any reasons as long as the Organiser has the right to terminate the contract in accordance with Article 6.

5.2 If the service to be provided by Grand Hôtel du Lac under the contract is made substantially more difficult or impossible, in whole or in part, by force majeure (as defined by Swiss law, in particular natural disasters such as gales, floods or earthquakes and fires, hostage-taking, wars, riots, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.) or other circumstances of which the Organiser is not aware, Grand Hôtel du Lac may terminate the contract without giving reasons.

5.3 Grand Hôtel du Lac shall also be entitled to withdraw without compensation if there are reasonable grounds for believing that the event may jeopardise the uninterrupted operation of the business, the safety or the reputation of Grand Hôtel du Lac in the eyes of the public or that the Organiser is in breach of clause 16 of these GTC. Any claim for damages by Grand Hôtel du Lac against the Organiser is expressly reserved.

## 6. WITHDRAWAL FROM THE CONTRACT BY THE ORGANISER

- 6.1 Withdrawal by the Organiser is generally governed by the provisions relating to cancellation in accordance with clauses 13, 21 and 22 of these GTC.
- 6.2 If cancellation is excluded in accordance with Clauses 13, 21 and 22 of these GTC and the Organizer is unable to provide the agreed services due to force majeure (as defined by Swiss law, in particular natural disasters such as gales, floods or earthquakes as well as fires, hostage-taking, wars, riots, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.), the Organiser may terminate the contract. ), the Organiser may terminate the contract against payment of the services already performed and payment of 50% of the services not yet performed.
- 6.3 The price indicated in the booking confirmation (including VAT) is authoritative for calculating the cancellation costs for the various services in accordance with clause 6.2 above.

## 7. MAKING OF RECORDINGS

Visual and/or sound recordings of any kind (photographs, videos, etc.) made for commercial purposes on the premises of the Grand Hôtel du Lac are prohibited and require the express written agreement of the Grand Hôtel du Lac under a separate contract. Requests in this regard must be submitted, indicating the name of the person recording and publishing (customer), the specific objective (product/service to be marketed, means of publication) and any additional details (concept), to the following e-mail address: [info@ghdl.ch](mailto:info@ghdl.ch). Any registration made without this agreement will give the Grand Hôtel du Lac the right to terminate the contract. The Organiser will be liable to Grand Hôtel du Lac for any resulting damage.

## 8. USE OF TRADEMARKS / RECORDINGS

The use for commercial purposes of trademarks (e.g. logos, brand names, hotel and company names) and photographs, videos and audio and/or visual recordings of any kind taken on the premises of Grand Hôtel du Lac and equipment belonging to Grand Hôtel du Lac requires the prior written consent of Grand Hôtel du Lac. Requests in this regard must be submitted, indicating the name of the person recording (customer), the specific objective (product/service to be marketed, means of publication), the trademarks/images to be used and any additional details, to the following e-mail address: [info@ghdl.ch](mailto:info@ghdl.ch). Any publication without this written agreement will entitle the Grand Hôtel du Lac to terminate the contract. The Organiser will be liable to Grand Hôtel du Lac for any resulting damage.

## 9. SEVERABILITY

If certain provisions of these GCS prove to be invalid and inapplicable, the validity of the other provisions shall not be affected. In this case, the legally invalid provision must be replaced by a legally valid provision with a similar meaning.

## 10. APPLICABLE LAW / PLACE OF JURISDICTION

The contract shall be governed and interpreted exclusively in accordance with Swiss law. The place of performance and jurisdiction is Vevey.

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# Rooms

## 11. ARRIVAL AND DEPARTURE TIMES

- 11.1 Hotel rooms are ready for occupancy from 3.00 p.m. on the day of arrival and must be vacated by 12.00 p.m. on the day of departure.

## 12. GROUP RESERVATIONS / BLOCKS OF RESERVED ROOMS

- 12.1 No later than seven days before arrival, the Organiser must provide the Grand Hôtel du Lac with a list of participants (hereinafter referred to as the "participant list") for group bookings of 10 rooms or more (hereinafter referred to as "group bookings"), containing the following information:

- Name and surname of guests
- Arrival time
- Guests' payment terms

If the Organiser has reserved a block of rooms and this is not fully used by the list of registered participants (or if no list of participants is registered before the deadline), the rooms still available in the block concerned will be made available to the public again.

## 13. CANCELLATION POLICY FOR HOTEL ROOMS

- 13.1 Grand Hôtel du Lac must be notified in writing of any cancellation of a hotel room reservation as soon as possible. The following cancellation conditions apply both to the cancellation of reservations and in the event of a no-show or early departure.
- 13.2 Cancellations of reservations for individual hotel rooms (up to nine rooms in total) must be received by the Grand Hôtel du Lac no later than 3 p.m. (local time) two days before the date of arrival. In the event of late cancellation, the room rate for one night will be charged.

The cancellation deadline is 7 days before the date of arrival for long-stay bookings of at least 7 consecutive nights and for bookings of CHF 10,000 or more in accommodation costs. The Grand Hôtel du Lac reserves the right to charge the full rate for any room nights not taken in the event of a no-show or early departure.

- 13.3 Cancellation of a group reservation (10 rooms or more) or of individual rooms forming part of a group reservation must be received by the Grand Hôtel du Lac no later than the following (the basis for calculation is the number of room nights initially reserved as detailed in the reservation confirmation; a subsequent reduction in the number of rooms will not be taken into account):

Reservations for 10 to 20 rooms: 60 days before arrival  
Reservations for 21 to 40 rooms: 90 days before arrival  
Reservations for 41 rooms or more: 120 days before arrival

Grand Hôtel du Lac reserves the right at all times to establish a specific cancellation policy depending on the nature, number of rooms or number of nights of the organiser's event. This reservation also applies to very busy periods and to periods linked to special or exceptional events at the destination.

In the event of cancellation of all or part of the group reservation after expiry of the above-mentioned deadlines, a cancellation fee will be charged to the organiser as follows (the basis for calculation is the number of room nights initially booked as detailed in the booking confirmation; a subsequent reduction in the number of rooms will not be taken into account):

*Group of 10 to 20 rooms*

59 to 30 days before arrival: 50% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

From 29 days before arrival: 100% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

*Groups of 21 to 40 rooms*

89 to 60 days prior to arrival: 50% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

From 59 days prior to arrival: 100% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

*Groups of 41 rooms or more*

119 to 90 days prior to arrival: 50% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

From 89 days prior to arrival: 100% of the total amount of the nights affected by the cancellation as detailed in the initial booking confirmation.

Grand Hôtel du Lac may reduce the cancellation charges at its discretion, provided that Grand Hôtel du Lac is able to re-let the rooms at least at the same price.

- 13.5 In the event of any cancellation, the services provided in advance by Grand Hôtel du Lac and its partners must always be paid for in full.

## 14. MODIFICATION OF RESERVATIONS BY GRAND HÔTEL DU LAC

- 14.1 If the Grand Hôtel du Lac is unable to provide the Organiser with one or more reserved rooms for any reason whatsoever, the Grand Hôtel du Lac will provide the Organiser with a room of equivalent value. If no equivalent room is available, the Grand Hôtel du Lac will provide the Organiser with an available room of another category.

# Events

## 15. USE OF ROOMS / AUTHORISATIONS

- 15.1 The Grand Hôtel du Lac reserves the right to modify the rooms, provided that they meet the requirements and interests of the Organiser and that they are reasonable for the Organiser. Any sub-letting or re-letting of rooms or spaces by the Organiser requires the prior written consent of Grand Hôtel du Lac.
- 15.2 Unless otherwise stipulated in the contract, the Organiser must obtain all necessary authorisations himself and at his own expense. Copyright for musical performances must be submitted and paid for by the Organiser himself.

## 16. NUMBER OF PARTICIPANTS

- 16.1 The Organiser will inform the Grand Hôtel du Lac of the definitive number of participants (hereinafter referred to as the "Confirmed Number of Persons") as soon as possible. The date of the event is considered to be the start of the event. In the case of events lasting several days, the first day is considered to be the date of the event.

Subject to the cancellation provisions set out in clause 21 below (complete cancellation of the event), the number of persons may be reduced free of charge as follows for events where the number of confirmed persons is:

### *Less than or equal to 20 people*

Up to 21 days before the date of the event: reduction of a maximum of 40% of the number of people initially confirmed.

From 20 to 8 days before the date of the event: reduction of a maximum of 20% of the number of people initially confirmed.

From 7 to 3 days before the date of the event: reduction of a maximum of 10% of the number of people initially confirmed.

### *Between 21 and 50 people*

Up to 30 days before the date of the event: reduction of up to 40% of the number of people initially confirmed.

29 to 8 days before the date of the event: reduction of a maximum of 20% of the number of people initially confirmed.

From 7 to 3 days before the date of the event: reduction of a maximum of 10% of the number of people initially confirmed.

### *More than 51 people*

Up to 60 days before the date of the event: reduction of a maximum of 40% of the number of people initially confirmed.

29 to 8 days before the date of the event: reduction of a maximum of 20% of the number of people initially confirmed.

From 7 to 3 days before the date of the event: reduction of a maximum of 10% of the number of people initially confirmed.

If the actual number of people is less than the confirmed number of people (minus the free reductions mentioned above), the confirmed number of people (minus the free reductions mentioned above) will be used as the basis for calculating the invoice.

If the actual number of people is greater than the confirmed number of people, the actual costs incurred will be charged. The Organiser also acknowledges and accepts that the Grand Hôtel du Lac is under no obligation to accommodate additional persons.

## 17. FIRE REGULATIONS / OTHER SAFETY REGULATIONS / INSTALLATION OF DECORATIVE MATERIALS

- 17.1 The rules and regulations of the Grand Hôtel du Lac, in particular the clearing of escape routes, smoking bans, etc., must be complied with. Decorative materials supplied by the Organiser must also comply with fire regulations.
- 17.2 The Organiser must also ensure that the number of people admitted does not exceed the capacity of the room concerned. The maximum numbers indicated by the Grand Hôtel du

Lac are binding. In the event of non-compliance, the Grand Hôtel du Lac declines all responsibility.

- 17.3 The mounting of decorative materials and other objects on walls, doors and ceilings always requires the prior agreement of the Grand Hôtel du Lac. The Organiser shall be liable for any damage suffered by the Grand Hôtel du Lac as a result.

## 18. DETAILS OF EVENTS AND SECURITY GUARANTEE

- 18.1 The Organiser must inform the Grand Hôtel du Lac in a transparent manner of the purpose and nature of the event. Grand Hôtel du Lac must be informed immediately in writing if the Organiser changes the purpose and nature of the event. If the Grand Hôtel du Lac finds that the Organiser has not informed it accurately of the purpose and nature of the event and that the event could represent a reputational risk for the Grand Hôtel du Lac, the Grand Hôtel du Lac shall be entitled to terminate the contract. The Organiser will be liable to Grand Hôtel du Lac for any resulting damage.

## 19. ADDITION

- 19.1 After midnight, a nightly supplement of CHF 10.00 will be charged per guest (based on the number of persons confirmed in accordance with Article 16) and per hour started (minimum CHF 250.00 per hour).

## 20. CATERING

- 20.1 Unless otherwise agreed in writing, the Organiser will obtain food and drink from the Grand Hôtel du Lac. Otherwise, a corkage fee agreed in advance will be charged.

## 21. CANCELLATION OF THE EVENT BY THE ORGANISER

- 21.1 The Organiser is required to inform the Grand Hôtel du Lac of the cancellation of a booking for event facilities as soon as possible and in writing. Cancellation of the event is possible free of charge within the following deadlines:

*Events with a number of up to 20 people* (excluding any free discount under clause 16):  
up to 21 days before the date of the event.

*Events with between 21 and 50 people* (excluding any free discount under clause 16):  
up to 30 days before the date of the event.

*Events with at least 51 people* (excluding any free discount under clause 16):  
up to 60 days before the date of the event.

- 21.2 In the event of cancellation after the deadlines specified above, the Organiser will be invoiced for the organisation costs and, in addition, cancellation costs of the amount invoiced (calculated on the basis of the initial number of participants indicated in the booking confirmation)



*Events with 20 or fewer confirmed attendees*

(excluding any free discount under clause 16):

21 to 8 days before the date of the event: payment of 40% of the lost turnover

7 to 3 days before the date of the event: payment of 80% of the lost turnover

Less than 3 days before the date of the event: payment of 100% of the lost turnover

*Events with a confirmed number of people between 21 and 50* (excluding free reductions as per clause 16):

30 to 22 days before the date of the event: payment of 40% of lost sales

21 to 8 days before the date of the event: payment of 60% of lost sales

7 to 3 days before the date of the event: payment of 80% of the lost turnover

Less than 3 days before the date of the event: payment of 100% of the lost turnover

*Events with more than 51 people* (excluding free reductions as per clause 16):

60 to 31 days before the date of the event: payment of 20% of lost sales

30 to 22 days before the date of the event: payment of 40% of lost sales

21 to 8 days before the date of the event: payment of 60% of the lost turnover

7 to 3 days before the date of the event: payment of 80% of the lost turnover

Less than 3 days before the date of the event: payment of 100% of the lost turnover

If the loss of turnover is offset by third-party bookings for the same period and the same rooms, Grand Hôtel du Lac may, at its discretion, waive or reduce the cancellation fee.

- 21.3 In the event of cancellation, the services provided in advance by Grand Hôtel du Lac and its partners must always be paid for in full.

# Spa

## 22. SPA TREATMENT CANCELLATION POLICY

- 22.1 Cancellations of treatments must be received by Grand Hôtel du Lac at least 24 hours before the appointment. If the treatment is cancelled within 24 hours of the appointment, the full amount will be charged.

Vevey, 1st February 2024