



HOTEL EDEN ROC
ASCONA

1. Terms and conditions

- 1.1 The Hotel Eden Roc shall place the agreed number of hotel rooms at the disposal of the organiser. The check-in time on the day of arrival is to be after 15.00 hrs. The hotel rooms are to be vacated before 12.00 hrs on the day of departure. Our porters are available from 07.00 hrs to handle the baggage.
- 1.2 During the event the Hotel Eden Roc shall have the agreed seminar rooms available as mentioned in the written agreement. A separate agreement is to be drawn up for any additional conference or group rooms, also for technical equipment or any other special arrangements or requirements.
- 1.3 Should the Hotel Eden Roc for any reasons whatsoever not be in a position to make the reserved rooms available, it is under obligation to organise accommodation of a similar quality, and it will be held responsible for all transport and accommodation costs ensuing over and above the contractual price.
- 1.4 The catering shall be in accordance with the agreements made.
- 1.5 The number of participants for a certain meal or similar occasion must be confirmed by the organiser 48 hours in advance. Invoicing is made on the basis of the confirmed number of participants or a possible higher number.
- In the case of participants staying at the hotel, the number of participants at meals or events is calculated according to their number or to a possible higher number of participants.
- 1.6 The Hotel Eden Roc reserves the right to exchange room reservations for meetings and meals etc. if this meets the requirements and is in the interest of the organiser and is not to his disadvantage. This is especially the case when the original number of participants changes before the event takes place.
- 1.7 The Hotel Eden Roc reserves the right to add an extra service charge when short-notice changes to the programme are made (e.g. change of room seating or menu change, etc.).
- 1.8 The Hotel Eden Roc reserves the right to charge up to CHF 5 per room for any gift or other material to be placed in the participants bedrooms.

2. Coordination

2.1 Use of the rooms

- 2.1.1 The organiser shall inform the Hotel Eden Roc of the detailed programme at the latest 14 days prior to the event; he shall also supply details about the layout of conference rooms and technical equipment and offer all information necessary for the Hotel Eden Roc to be able to carry out a smooth operation of the event.
- 2.1.2 At the latest 5 days prior to commencement of the event, the Hotel Eden Roc is to receive an exact list of participants with the guests' private addresses and birthdates from the organiser.
- 2.1.3 In order to guarantee the best possible room allocation, the organiser may indicate on the participant list which guests take priority.
- 2.1.4 Short notice programme changes or additional requests, also those made during the event, are to be notified by the organiser to the person of the Hotel Eden Roc responsible for the event.

- 2.1.5 The hotel entrance, reception area and hotel halls shall not be used for exhibiting advertising materials etc. By previous arrangement with the person responsible for the event at the Hotel Eden Roc, the company logo may possibly be displayed, standing or hung (e.g. at the welcome desk for instance).
- 2.1.6 In order to prevent any damage to the walls, the hanging up of decorative materials or other such items is to be arranged with the Hotel Eden Roc. The organiser is liable for such material in accordance with fire regulations.
- 2.1.7 So as to ensure safe storage of material received in advance or, if necessary, to fill in a declaration for the customs authorities regarding own use of materials, the Hotel Eden Roc requires the following details:
- Day of despatch
- By what method was the material forwarded (post, DHL, etc.)
- Precise number, size and possibly other indications on the parcels
Furthermore, the materials in question are to be addressed to the contact person responsible.

2.2 Food & Beverage

- 2.2.1 The Hotel Eden Roc is to receive the definitive menu and wine selection at the latest 14 days prior to the event.
- 2.2.2 The organiser shall provide the exact programme proceedings (e.g. speeches, artiste performances, etc.) at least 24 hours prior to the event.
- 2.2.3 Our sumptuous breakfast buffet is available from 07.00 hrs to 11.00 hrs.
- 2.2.4 The Hotel Eden Roc can only guarantee faultless quality of food and beverages (e.g. for coffee breaks, meals, etc.) when participants appear at the agreed time or when the organiser advises changes of commencement in good time (at least one hour in advance).

3. Conditions of Payment and Cancellation

- 3.1 Invoices rendered by the Hotel Eden Roc are payable within 10 days from invoice date without any deductions.
- 3.2 The Hotel Eden Roc in principle assumes that all bills are on account of the organiser. Should the organiser request a special invoice form or a certain cost-splitting, the Hotel Eden Roc is to be notified of this fact prior to the event. In these cases also, the organiser remains responsible for any non-payment of bills.
- 3.3 Should the agreed down payment dates stated on the confirmation not be adhered to, the Hotel Eden Roc is entitled to cancel the event. The damages claimed by the Hotel Eden Roc in this case are calculated in the same manner as the cancellation charges whereby the down payment date not adhered to is classed as cancellation date.
- 3.4 Cancellation charges are calculated according to the list shown on the event confirmation. In the event of a partial cancellation this list is used pro rata.
- 3.5 Should the down payments made not cover the cancellation charges, the Hotel Eden Roc is entitled to demand the difference from the organiser.

4. Liability

- 4.1 The organiser is liable to the full amount for any loss or damages that he himself has caused or such that was caused by his own staff, other assistants or by event participants. It is incumbent upon the organiser to take out an appropriate insurance to cover these eventualities.
- 4.2 In principle, the organiser alone is responsible for any loss or damage of goods brought to the hotel. The Hotel Eden Roc is liable only within the framework of legal regulations.
- 4.3 In so far as the Hotel Eden Roc places technical or other equipment at the organiser's disposal, or provides him with such equipment from third parties, the said equipment shall be dealt with on behalf of the organiser and also invoiced to him. The organiser is liable for the careful handling and orderly return of these items and releases the Hotel Eden Roc from all claims by third parties for the provision of such goods.
- 4.4 The organizer understands that the Hotel Eden Roc assumes no liability for activities organized by third-party suppliers. Any and all liability is excluded.

5. Applicable law and court of jurisdiction

- 5.1 This Contract is subject to Swiss law.
- 5.2 The parties expressly agree that Arosa shall be the exclusive court of jurisdiction.