

GENERAL TERMS AND CONDITIONS OF EINSTEIN ST.GALLEN AG (GTC)

1. Scope	The general terms and conditions are authoritative for all products and services offered by Einstein St.Gallen AG and are an integral part of the accepted offer and agreement. Divergent written agreements within special agreements take priority. The current version of the GTC can be found on www.einstein.ch . Through the use of the services of the Einstein St.Gallen AG, the customers declare themselves to be in agreement with the GTC.
2. Data protection declaration	The privacy policy of Einstein St.Gallen AG is an integral part of the GTC of Einstein St.Gallen AG and can be viewed on the Einstein St.Gallen AG website.
3. Conclusion of contract	The contract and thus the booking becomes legally binding once the Einstein St.Gallen AG has confirmed the reservation. Depending on the requested services (restaurant, hotel, seminar or congress) the form of the contract can be written or oral. Changes or additions to the contract or reservation confirmation must be made in writing. Unilateral adjustments have no effect.
4. Prices Pre- and Post-convention	All prices are in Swiss Francs (CHF) including VAT. The Einstein St.Gallen AG is obliged to provide the services at the agreed prices. Einstein St.Gallen AG reserves the right to adjust the prices if the customer subsequently makes changes to the confirmed booking volume (e.g. reduction of hotel rooms or delegates, the length of stay of the guests, the adjustments to the seminar or restoration services. This list is not exhaustive) and the Einstein St.Gallen AG agrees.
5. Terms of payment	The invoice issued by Einstein St.Gallen AG is payable within 10 days of the issuance date – strictly net. Invoices, which delegates do not pay, will be billed to the organiser. An advance payment can be requested as a prerequisite for a contract.
6. Subletting, advertising and naming names	Subletting requires Einstein St.Gallen AG's written approval. Naming Einstein St.Gallen AG in all media (print and online media, social media, newspapers, radio, TV, internet etc.) also requires previous written agreement. The only exceptions are giving the name to indicate the location of an event or describing the travel route to a limited number of participants. If Einstein St.Gallen AG's logo is used on print material, a "permission to prin" must be obtained.
7. Reservation option	If a contract for using hotel rooms and conference rooms is not reached by the deadline, Einstein St.Gallen AG can avail of the provisionally reserved services without asking the clients.

8. Cancellation policy

Any changes regarding the number of guests or cancellations must be done in written form. If the organiser cancels hotel rooms or events or the organiser withdraws from the contract or reduces the number of participants originally confirmed, the organiser is committed to pay the following costs irrespective of the circumstances:

8.1 Individual bookings up to 9 room nights, the following cancellation policy applies:

Reservations from 1 - 9 nights can be cancelled at no charge until 6 pm the day of arrival. After this time, one night of the booked service will be charged. Reserved rooms, which have not been used by the guest during the event, will be charged with 100% at the confirmed price.

8.2 In case of cancellation or postponement of block bookings of 10 or more rooms nights, the number of the confirmed rooms is the basis for the calculation:

Block bookings up to 49 room nights

- until 91 days before arrival: free of charge
- 90 - 61 days before arrival: 25% of the reserved services
- 60 - 31 days before arrival: 50% of the reserved services
- 30 - 21 days before arrival: 75% of the reserved services
- 20 - 11 days before arrival: 85% of the reserved services
- 10 - 3 days before arrival: 95% of the reserved services
- <3 days before arrival: 100% of the reserved services

Block bookings starting from 50 room nights

- until 181 days before arrival: free of charge
- 180 - 91 days before arrival: 25% of the reserved services
- 90 - 61 days before arrival: 50% of the reserved services
- 60 - 31 days before arrival: 75% of the reserved services
- 30 - 11 days before arrival: 85% of the reserved services
- 10 - 3 days before arrival: 95% of the reserved services
- <3 days before arrival: 100% of the reserved services

Retrieval quota:

After expiry of the agreed return period, a booked room contingent will be released, after notification of the contract partner converted into a block booking. From this point on, the contractual partner assumes the risk of any cancellations, regardless of whether the rooms are paid for by the contractual partner or by the participants.

8.3 Cancellation or postponement of events (seminars, congresses, conferences, banquets, events, weddings, workshops and similar)

- Food & Beverage: up to 31 days free of charge, 30 to 5 days 50%, under 5 days 100% of the booked services. If the amount was not contractually agreed for meals and drinks, a price of CHF 25.00 for an aperitive and CHF 45.00 for a meal will be charged.
- Room rental fee: 100% of the agreed price, cancellation within less than 365 days before the event.
- All-inclusive conference rates: 100% of the room rental fee according to the list price of the respective plenary room in case of cancellation within less than 365 days before the event. For the billing of Food & Beverage see "Food & Beverage".
- Technology: No cancellation costs for existing internal technology. For externally hired additional technology the hirer's cancellation rule applies.

9. Commission payments

Einstein St.Gallen AG reserves the right to not pay any commission on cancelled services, even if these were charged to the customer. Commission on F&B services is generally not guaranteed unless otherwise agreed. No commission payments shall be granted on third-party services such as parking, city taxes, etc.

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10. Number of participants	The number of participants for events (seminars, congresses, conferences, banquets, events, weddings, workshops and similar) must be notified and guaranteed by the contract partner to the Einstein St.Gallen AG at least 48 hours (excluding weekends) before the event. The invoice is issued based on this guarantee number. If the guarantee number is exceeded, the invoice will be based on the effective number of participants.
11. Room allotment	Einstein St.Gallen AG reserves the right to change the rooms in the event of substantial changes to the original number of participants.
12. Planning and information	Details required to execute the event, especially the choice of menu and drinks, seating, technical equipment and room decorations are to be forwarded to Einstein St.Gallen AG 7 days before the start of the event at the latest. Should seating details be changed by Einstein St.Gallen AG on the day of the event at the organiser's request, additional costs of provisions will be incurred.
13. Restaurant services	The time indicated for the event is binding. In the event of delays of more than 30 minutes, the additional costs of CHF 50.00 per employee and hour will be charged. For events that last longer than midnight, the costs are due immediately. (see "Official authorization and night surcharge").
14. Technical support	Einstein St.Gallen AG reserves the right to rent special equipment exclusively with technical support. The costs of technical support are not included in the rental fee. The current list prices apply.
15. Organizer's liability and insurance	The organiser must take out an insurance policy for any material brought along. The Einstein St.Gallen AG's liability is hereby excluded. Damage or loss to the inventory of Einstein St.Gallen AG will be charged fully (100%). Third-party companies are liable to all other participants on their own liability terms.
16. Official authorization and nighttime surcharge	We charge CHF 50.00 to CHF 70.00 for official authorisation and CHF 250.00 for every part of an hour at events that last past midnight.
17. Public law regulations and fire safety regulations	The number of persons in the event rooms may not exceed the number of persons declared in the contract. If this number is exceeded, Einstein St.Gallen AG reserves the right to limit the number of persons on site. The emergency exits must always be kept free, even during assembly and disassembly. The use of easily flammable materials is prohibited. Furthermore, the fire protection guidelines of the canton of St.Gallen (Office for Fire Protection) apply.
18. Taking room, check in and check out	The conference rooms can be taken up, unless otherwise agreed, 30 minutes before the event starts. Reserved hotel rooms are available from 3 pm at the earliest. The rooms must be vacated by 11 am at the latest on departure day.

19. Waste disposal	<p>The organisers of the event are responsible for disposing of above-normal waste. If Einstein St.Gallen AG does so, the appropriate waste disposal charge will be invoiced.</p>
20. Public peace and order	<p>Einstein St.Gallen AG can cancel the contract unilaterally and without compensation, if the everyday business, security of persons and environment or Einstein St.Gallen AG's reputation is endangered, the latter especially when contents of the event, e.g. religious, political or otherwise, could attract public scrutiny. This applies in particular when false or untrue details about contents and procedure of the event have been made.</p>
21. Higher majeure	<p>If the performance to be rendered by Einstein St.Gallen AG under the contract is impaired by force majeure (in particular natural disasters such as storm winds, floods or earthquakes, as well as fire, hostage-taking, war, riots, nuclear & reactor accidents, strikes, unforeseeable official restrictions etc.), the customer is entitled to withdraw from the contract.) or other circumstances for which Einstein St.Gallen AG is not responsible, Einstein St.Gallen AG may withdraw from the contract in whole or on part without compensation. Withdraw of the contact partner: If it is impossible for the contractual partner to obtain the agreed services due to force majeure, the contractual partner may withdraw from the contract in whole or in part, to the extent of the unfulfilled part of the contract, without compensation.</p>
22. Suisa	<p>The organisers of the event must register and compensate copyright indemnities for music themselves.</p>
23. Event tickets	<p>For event tickets purchased via the ticket shop (https://shop.e-guma.ch/einstein-sanktgallen/de/events), the respective conditions per ticket are valid.</p>
24. Further regulations	<p>If an organiser wishes to put up information material outside the conference rooms, this must be discussed with Einstein St.Gallen AG.</p> <p>Einstein St.Gallen AG must be informed of any media representatives taking part in events held in the congress or hotel building beforehand.</p> <p>Catering in Einstein St.Gallen AG's rooms will be done only with meals and drinks provided by the hotel. Exceptions must be discussed with the management of Einstein St.Gallen AG beforehand.</p> <p>All modifications of these general terms and conditions require written form.</p>
25. Place of jurisdiction and governing law	<p>Exclusive place of jurisdiction is St.Gallen. Swiss law is applicable.</p>

Einstein St.Gallen AG, St.Gallen, January 2023