

## GENERAL TERMS AND CONDITIONS OF EINSTEIN ST.GALLEN AG

**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](http://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 is an integral part of the General Terms and Conditions of Einstein St.Gallen AG and can be viewed on the Einstein St.Gallen 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.

**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. The Einstein St.Gallen AG further reserves the right to make price adjustments based on external factors that cannot be influenced by the Einstein St.Gallen AG.

**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, NAMING NAMES**

Subletting requires Einstein St. Gallen AG's written approval. Naming Einstein St.Gallen AG in all 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 print" must be obtained.

**7. RESERVATIONS 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 CONDITIONS APPLY:**

Reservations from 1-9 nights can be cancelled at no charge until 18.00 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 BLOCK BOOKINGS AS OF 10 ROOM NIGHTS, THE FOLLOWING CANCELLATION CONDITIONS APPLY:**

Block bookings up to 49 room nights	Block bookings as of 50 rooms nights
<ul style="list-style-type: none"> <li>▪ up to 91 days before arrival: no charge</li> <li>▪ 90 to 61 days before arrivals: 25%</li> <li>▪ 60 to 21 days before arrival: 50%</li> <li>▪ 20 to 3 days before arrival: 95%</li> <li>▪ &lt; 3 days before arrival: 100%</li> </ul>	<ul style="list-style-type: none"> <li>▪ up to 181 days before arrival: no charge</li> <li>▪ 180 to 91 days before arrival: 25%</li> <li>▪ 90 to 61 days before arrivals: 50%</li> <li>▪ 60 to 31 days before arrival: 75%</li> <li>▪ 30 to 11 days before arrival: 85%</li> <li>▪ 10 to 3 days before arrival: 95%</li> <li>▪ &lt; 3 days before arrival: 100%</li> </ul>

Reserved rooms, which have not been used or only partially occupied by participants, will be invoiced to the organiser at 100% of the agreed total price. This rule also applies to late arrivals and early departures.

### 8.3 BOOKING CONFERENCE ROOMS AND BANQUETS

- Food and Beverage: up to 31 days free of charge, 30 to 6 days 50%, under 5 days 100% of the booked services. If amount was not contractually agreed for meals and drinks, a price of CHF25 for an aperitif and CHF45 for a meal will be charged.
- Room rental fee: 100% of the agreed price
- All-inclusive conference rates: 100% of the room rental fee of the reserved plenary room according to the list price See "Food & Beverage" for the offsetting of Food & Beverage.
- Technology: No cancellation costs for existing internal technology. The hirer's cancellation rule applies to externally hired additional technology.

### 9. COMMISSION PAYMENTS

Einstein St.Gallen reserves the right to do 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.

### 10. NUMBER OF PARTICIPANTS

Einstein St.Gallen AG must be informed of the definite number of participants in banquets and at meals two working days before the event at the latest. We will allow for a 5% downward deviation of participant figures. Einstein St.Gallen AG will bill for more absentees.

### 11. ROOM ALLOTMENT

Einstein St.Gallen AG reserves the right to change the rooms for conferences and banquets 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 seven 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 you indicated for the event is binding to us. Additional personnel costs due to a delay of more than 30 minutes will be billed.

### 14. TECHNICAL SUPPORT

Einstein St.Gallen AG reserves the right to rent special conference rooms exclusively with technical support. The costs of technical support are not included in the rental fee. The current list prices apply.

### 15. ORGANISER'S LIABILITY AND INSURANCE

The organiser must take out an insurance policy for any material brought along. Our 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 AUTHORISATION AND NIGHTTIME SURCHARGE

We charge CHF 50 to CHF 70 for official authorisation and CHF 250 for every part of an hour at events that last past midnight.

### 17. PUBLIC LAW REGULATIONS AND FIRE SAFETY REGULATIONS

The organiser of the event is obligated to observe Einstein St. Gallen AG's fire safety regulations especially keeping escape routes open. The use of flammable materials is prohibited.

### 18. TAKING ROOM, CHECK-IN AND CHECK-OUT

The conference rooms can be taken up, unless otherwise agreed, 30 minutes before the event starts. Einstein Congress staff will happily welcome you at the Congress Reception and escort you to the conference rooms.

Reserved hotel rooms are available from 3 p.m. at the earliest. The rooms must be vacated by 11 a.m. at the latest on departure day.

### 19. WASTE DISPOSAL

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.

### 20. PUBLIC PEACE AND ORDER

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.

21. COOPERATIVE SOCIETY FOR MUSIC AUTHORS AND PUBLISHERS IN SWITZERLAND (SUISA)

The organisers of the event must register and compensate copyright indemnities for music themselves.

22. EVENT TICKETS

For event tickets purchased via the ticket shop (<https://shop.e-guma.ch/einstein-sanktgallen/de/events>), the respective conditions per ticket are valid.

23. FURTHER REGULATIONS

If an organiser wishes to put up information material outside the conference rooms, this must be discussed with Einstein St. Gallen AG.

Einstein St.Gallen AG must be informed of any media representatives taking part in events held in the hotel buildings beforehand.

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.

All modifications of these general terms and conditions require written form.

24. PLACE OF JURISDICTION AND GOVERNING LAW

The Court in St. Gallen are exclusively responsible. Swiss law applies.

Einstein St.Gallen AG, St. Gallen, March 2020