



GENERAL TERMS AND CONDITIONS

For Events, Functions and Group Room Reservations

These General Terms and Conditions ("GTC") govern the contractual relationship between you as the organiser and HERMITAGE Lake Lucerne AG (hereinafter referred to as "HERMITAGE").

1. Scope

These GTC apply to the provision of conference and event facilities as well as to all related services and deliveries provided by HERMITAGE, including the rental of hotel rooms to the organiser and event participants.

They form an integral part of any agreement concluded between the parties.

Any amendments or deviations from these GTC shall require the express written agreement of both parties. This also applies to any waiver of the written form requirement.

2. Reservations

A binding contract between the organiser and HERMITAGE is concluded upon:

- a. written confirmation or digital signature by the organiser of an offer issued by HERMITAGE, or
- b. written confirmation by HERMITAGE of an enquiry submitted by the organiser.

Any amendments to the contractual content shall only become binding once confirmed in writing by HERMITAGE.

2.1 Offers

Offers issued by HERMITAGE are valid for a period of 14 days unless otherwise agreed. The option date stated in the offer shall be decisive. Upon expiry of this period, HERMITAGE shall no longer be bound by the offer.

HERMITAGE expressly reserves the right to withdraw from an offer for justified reasons, including but not limited to availability, economic considerations or safety-related aspects.

2.2 Options

Options are binding for both parties for the agreed option period. Upon expiry of the option period, HERMITAGE shall be entitled to dispose freely of the reserved dates and services.



3. Rooms

3.1 Hotel rooms shall be available from 15:00 on the day of arrival. On the day of departure, rooms must be vacated by 11:00.

3.2 Reserved rooms not occupied by 18:00 on the day of arrival may be released by HERMITAGE. In such cases, a no-show charge amounting to 100% of the agreed room rate for the first night shall apply. For multi-night stays, additional nights shall also be charged unless re-letting is possible.

This shall not apply if a later arrival time has been expressly agreed, the reservation has been guaranteed by credit card or a prepayment has been made.

3.3 All rooms are strictly non-smoking. For safety and fire protection reasons, the use of heat-generating electrical appliances (e.g. cooking plates) in guest rooms is prohibited. In the event of non-compliance, HERMITAGE reserves the right to charge an additional fee.

4. Cancellation and Reduction Conditions for Groups

(Events, seminars, banquets and room contingents of five (5) rooms or more)

4.1 Scope of Application

These cancellation and reduction conditions apply to all events, seminars, banquets, weddings and associated room contingents of five (5) hotel rooms or more (hereinafter referred to as the "Event"), irrespective of whether the rooms are reserved as part of an event or as a standalone group booking.

4.2 Withdrawal (Full Cancellation) by the Organiser

Any withdrawal from the contract, whether relating to the entire Event and/or reserved rooms, must be communicated to HERMITAGE in writing (email or letter).

The following cancellation fees shall apply, calculated on the basis of the agreed and reserved services:

- **90–60 days** prior to the first day of arrival / start of the Event:
30% of the reserved services
- **59–30 days** prior to the first day of arrival / start of the Event:
60% of the reserved services
- **29–8 days** prior to the first day of arrival / start of the Event:
90% of the reserved services
- **7–0 days** prior to the first day of arrival / start of the Event:
100% of the reserved services

The date of receipt of the written cancellation notice by HERMITAGE shall be decisive.



5. Reduction of Room Contingents or Services

5.1 Any reduction of the originally confirmed number of rooms, duration of stay or other reserved services shall be deemed a partial cancellation and shall be subject to the following conditions:

- Up to **60 days** prior to the first day of arrival:
A reduction of up to 20% of the originally confirmed room contingent shall be free of charge.
- **59–30 days** prior to the first day of arrival:
A reduction of up to 10% of the originally confirmed room contingent shall be free of charge.
- From **29 days** prior to the first day of arrival:
Any reduction shall be charged in accordance with the cancellation fees set out in section 4.2.

Rooms and services not utilised due to no-show, late arrival or early departure shall also be deemed a reduction. Rooms shall be charged at 100% of the agreed room rate. For services already arranged or ordered (in particular F&B, technical equipment or third-party services), the actual costs incurred or the cancellation conditions of the respective third-party providers shall apply.

5.2 The organiser undertakes to inform HERMITAGE of any changes to the number of participants as early as possible. HERMITAGE shall endeavour to re-let unused reservations under identical conditions. Any revenue generated through successful re-letting shall be credited to the organiser.

5.3 The final number of participants must be communicated to HERMITAGE no later than 14 days prior to the Event. Should more participants attend than notified, the actual number shall be charged accordingly.

5.4 If the reserved services (menu and beverages) have not yet been specified, a minimum amount of CHF 100 per person shall apply as the calculation basis for reserved F&B services, per person and per Event/day, in accordance with the offer.

5.5 Reservation payments made in connection with weddings are non-refundable in the event of cancellation.

5.6 Any services rendered in advance by HERMITAGE shall be payable in all cases.

6. Room Rentals

6.1 For banquets, events and weddings, a minimum turnover per room shall apply, based on the size of the respective room, irrespective of the actual number of participants. The minimum turnover must be achieved through F&B services (menu and beverages) within the room. If the minimum turnover is not reached, the difference shall be charged as a room hire fee.

- Harmony: CHF 8,000
- Horizon: CHF 6,000
- Horizon (individual): CHF 2,000



- All rooms: CHF 16,000

6.2 Technical equipment and additional materials shall be charged separately and agreed contractually in advance.

7. Use of Rooms

7.1 The permitted period of use of the rooms shall be defined in the offer and reservation confirmation. Outside these times, HERMITAGE shall be entitled to dispose freely of the rooms.

7.2 Evening events must end by the official police closing time of the City of Lucerne at 00:30. Any extension beyond this time shall be subject to the following fees per commenced hour:

- Horizon: CHF 150
- Harmony: CHF 250
- All rooms: CHF 350

7.3 Where an evening event includes musical entertainment (DJ, band or sound system), the twelve (12) guest rooms located above the HARMONY and HORIZON function halls must be booked in addition, unless otherwise agreed in writing. Room rates according to the offer shall apply.

7.4 In the event of noise complaints or where the satisfaction of other guests is compromised, HERMITAGE shall be entitled to issue binding instructions to the organiser, which must be complied with without delay.

8. Food and Beverages Brought In

Unless otherwise agreed in writing, all food and beverages must be sourced exclusively from HERMITAGE. Failing this, an agreed corkage fee or a service charge to cover overhead costs shall be applied.

9. Additional Costs

Additional work performed by HERMITAGE staff, including but not limited to cleaning, rearrangements or waste disposal, may be charged to the organiser.

10. Delivery

HERMITAGE does not provide storage facilities for exhibition items, technical equipment or other materials brought in by the organiser. Deliveries must therefore be made as close to the Event date as possible and collected no later than 24 hours after the Event.

Any advance deliveries require prior consent from HERMITAGE. HERMITAGE accepts no liability for damage or theft.



11. Media and Publications / Reporting Obligations

11.1 Any media announcements (print, radio, television or online) referring to an Event at HERMITAGE, as well as the use of logos or images, require prior written approval.

In the event of unauthorised publication, HERMITAGE shall be entitled to withdraw from the contract. The organiser shall be liable for any resulting damages.

11.2 The organiser is responsible for reporting any Event involving musical entertainment to SUISA (Swiss Society for the Rights of Authors of Musical Works). HERMITAGE assumes no liability for failure to comply with this obligation.

12. Services, Payments and Prices

12.1 HERMITAGE undertakes to provide the services agreed contractually.

12.2 All prices are stated in Swiss francs (CHF) and include statutory value-added tax (VAT).

12.3 HERMITAGE may require a deposit of up to 50% of the agreed services or another appropriate amount. The amount and payment deadlines shall be stipulated in the reservation confirmation.

Failure to pay the deposit within the agreed timeframe shall entitle HERMITAGE, after granting a reasonable grace period, to withdraw from the contract. Any resulting damages shall be borne by the organiser.

12.4 For reservations with a foreign billing address or originating from abroad, a prepayment of up to 100% of the reserved services may be required.

12.5 Unless full prepayment is required, the total or remaining invoice amount shall be payable by credit card or in cash no later than the date of departure.

Where payment by invoice is agreed, payment shall be due within ten (10) days of the invoice date without deduction.

In the event of late payment, HERMITAGE shall be entitled to charge default interest of 5% as well as any collection and enforcement costs.

12.6 HERMITAGE reserves the right to adjust prices, in particular in the event of changes in statutory taxes or economic conditions.

13. Withdrawal by HERMITAGE

13.1 In the event of force majeure or other circumstances beyond the control of HERMITAGE which materially impede or render performance impossible, HERMITAGE shall be entitled to withdraw from the contract in whole or in part without compensation. Services already rendered shall remain payable.

13.2 HERMITAGE may also withdraw from the contract without compensation if there is justified reason to assume that the Event may jeopardise operations, safety or reputation, or if the agreed payment terms are not complied with. Any claims for damages by the organiser against HERMITAGE are excluded. Claims by HERMITAGE remain expressly reserved.



14. Fire Safety Regulations / Safety Regulations / Decoration

14.1 The organiser undertakes to comply with the fire safety regulations of HERMITAGE, in particular keeping escape routes clear and observing the smoking ban. Any decoration material brought in by the organiser must also comply with fire safety regulations. Any necessary permits must be obtained by the organiser independently from the competent authority. Planned fireworks must in all cases be agreed with HERMITAGE in advance.

14.2 The organiser is also responsible for ensuring that no more persons are admitted than permitted by the capacity of the respective room. The maximum numbers specified by HERMITAGE are binding. In the event of non-compliance, HERMITAGE accepts no liability.

14.3 The attachment of decoration materials and other objects to walls, doors and ceilings always requires prior consent from HERMITAGE. The organiser shall be liable for any damage incurred by HERMITAGE as a result.

15. Liability

15.1 HERMITAGE shall only be liable to the organiser in the event of intentional or grossly negligent contractual or non-contractual damage. The burden of proof of fault lies with the organiser. Liability for damage caused by slight negligence and liability irrespective of fault are excluded to the extent permitted by law.

15.2 With regard to objects, clothing or materials brought in by the organiser, speakers, participants or third parties, HERMITAGE accepts no liability for theft or damage. This also applies to vehicles parked in the hotel car parks.

15.3 Insurance for the event and for any objects, clothing and materials brought in is the responsibility of the organiser. HERMITAGE may request proof of adequate insurance from the organiser at any time.

15.4 The organiser shall be liable to HERMITAGE for all damage, losses or other harm caused by the organiser itself or by its assistants, guests, participants or third parties, without HERMITAGE having to prove fault on the part of the organiser.

15.5 In the case of third-party services, HERMITAGE acts in the name and for the account of the organiser. The organiser is responsible for proper care and return and indemnifies HERMITAGE against any claims.

16. Data Protection

HERMITAGE's privacy policy forms an integral part of these GTC.

17. Applicable Law and Jurisdiction

Swiss law shall apply exclusively to reservation agreements including General Terms and Conditions and any supplementary agreements as well as to contracts concluded on this basis.



The exclusive place of jurisdiction for all disputes arising from these General Terms and Conditions is Lucerne.

Should individual provisions of this document be or become invalid, the validity of the remaining provisions shall remain unaffected. In such a case, the invalid provisions shall be replaced by provisions that best reflect the intent of the original or missing provision and of the contract as a whole.

Lucerne, January 2026