



## riverside General Terms and Conditions for Meetings and Events

The present general terms and conditions in **riverside** are integral parts of the contract placed by the event organizer or the guest. By placing the order the event organizer agrees to these conditions and all relevant commercial regulations and accepts liability for compliance with said regulations.

The event organizer must inform **riverside** about all cancellations in writing. Verbal cancellations will not be accepted.

### 1. Cancellation of events

**1.1.** For cancellations of an event of **one or more days' duration with / without overnight accommodation** the following terms are agreed:

1. Cancellations of groups **up to 20 persons** are free of charge until 60 days before the start of the event.
2. a) Cancellations of groups **of 21 persons and more** are free of charge until 180 days before the start of the event.  
b) After the 179<sup>th</sup> day until 90<sup>th</sup> day before the start of the event, 10% of the booked service will be charged  
c) After the 89<sup>th</sup> day until 60<sup>th</sup> day before the start of the event, 25% of the booked service will be charged.
3. In case of cancellations from 59 to 40 days before the start of the event, no matter of the size of the group, 50% of the booked service will be charged.
4. In case of cancellations from 39 to 15 days before the start of the event, no matter of the size of the group, 75% of the booked service will be charged.
5. In case of cancellations 14 days before the start of the event, no matter of the size of the group, 90% of the booked service will be charged.
6. In case of cancellations made 7 or fewer days before the start of the event, no matter of the size of group, the whole of the booked service shall be charged as a cancellation fee.

Booked services include all contractual agreed services; in particular meeting packages, room rentals, booked technical services and F&B (food and beverage) services.

**1.2.** In the case of cancellations of **overnight accommodation** not related to an event, following terms are agreed:

1. Cancellations of groups up to 20 persons are free of charge until 60 days before the start of the event.
2. a) Cancellations of groups **of 21 persons and more** are free of charge until 180 days before the start of the event.  
b) After the 179<sup>th</sup> day until 90<sup>th</sup> day before the start of the event, 10% of the booked service will be charged  
c) After the 89<sup>th</sup> day until 60<sup>th</sup> day before the start of the event, 25% of the booked service will be charged.
3. In case of cancellations from 59 to 40 days before the start of the event, no matter of the size of the group, 50% of the booked hotel rooms will be charged.



4. In case of cancellations from 39 to 15 days before the start of the event, no matter of the size of the group, 75% of the booked hotel rooms will be charged.
5. In case of cancellations 14 days before the start of the event, no matter of the size of the group, 90% of the booked hotel rooms will be charged.
6. In case of cancellations made 7 or fewer days before the start of the event, no matter of the size of group, the whole of the booked service shall be charged as a cancellation fee.

### **1.3. Cancellation of individual hotel rooms in connection with meetings/events.**

For the cancellation of individual hotel rooms in connection with an event the following terms are agreed:

1. Until 60 days before the start of the event 75% of the rooms may be cancelled free of charge.
2. Until 40 days before the start of the event 50% of the rooms may be cancelled free of charge.
3. Until 28 days before the start of the event 25% of the rooms may be cancelled free of charge.
4. Until 14 days before the start of the event 10% of the rooms may be cancelled free of charge.

Up to 48 hours before the start of the event a maximum of 2 rooms can be cancelled free of charge. In the event of later cancellations or a no-show the costs for the booked overnight accommodation shall be payable.

### **1.4. Cancellation of break out rooms**

Break out rooms can be cancelled free of charge 60 days prior to the event.

In the event of later cancellations, the costs are charged as follows:

1. Up to the 30<sup>th</sup> days prior to the event, 3 break out rooms can be cancelled free of charge.
2. Up to the 20<sup>th</sup> days prior to the event, 1 break out room can be cancelled free of charge.

Starting from the 19<sup>th</sup> day prior to the event, the full costs will be charged.

## **2. Guarantee of attendee numbers**

**2.1.** For all events we require the precise number of attendees. In all circumstances **riverside** is entitled to alter the room allocation and, where there are changes to the number of attendees, to correspondingly alter the agreed room holding charges in accordance with the final number of attendees.

**2.2.** For the **reduction in the number of booked attendees to events** the following terms are agreed:

The reduction in the number of attendees must be communicated in writing.

1. Until 60 days before the start of the event the originally agreed number of attendees may be reduced by up to 60%.
2. Until 40 days before the start of the event the originally agreed number of attendees may be reduced by up to 40%.
3. Until 14 days before the start of the event the originally agreed number of attendees may be reduced by up to 20%.
4. Until 7 days before the start of the event the originally agreed number of attendees may be reduced by only 10%.
5. Until 48 hours before the event, a maximum of 2 person can be cancelled free of charge



**2.3.** In the case, where according to 2.2 above no free cancellation is possible, or in case of a no-show of a booked guest, the cost of the booked meals or other orders according to the contractual agreement will be charged

**2.4.** The event organizer will, in any case be charged for the declared number of attendees. Should the number of attendees be larger than agreed, efforts will be made to accommodate and cater for all attendees depending on available capacity. Conference services, overnight accommodation, food and drinks in excess of the agreed number of attendees will be additionally charged.

Furthermore, where there is a discrepancy in the number of booked and actual attendees, **riverside** shall be entitled to revise the agreed prices and to change the confirmed rooms.

### **3. Technical work**

The setting up of tables, chairs and conference technology is included in the meeting package. The prices for additional individual work such as the erection and demounting of platforms, catwalks, lighting and sound systems will be charged separately. If the event requires expensive technical equipment or work which is not contained within our normal room facilities, outside contractors will be employed and the costs incurred charged to the event organizer.

If on the day of the event, the contractually agreed lay-out of chairs and room set-up have to be changed, **riverside** reserves the right to charge for any additional staff costs incurred. If the booked rooms are subject to soiling beyond the normally expected level, **riverside** reserves the right to charge for any additional staff costs incurred.

### **4. Technical facilities**

**4.2** When the hotel procures technical and other installations from third parties on behalf and at the request of the event organizer, it shall act in the name of, on behalf of and on the account of the event organizer. The event organizer is liable for the careful handling and proper and orderly return of the installations. He shall indemnify the hotel against all third party claims resulting from the provision of such installations.

**4.3** Written consent of the hotel is required, if the use of the hotel's power supply is necessary to operate the event organizer's own electrical equipment. Any faults or damage to the hotel's systems resulting from the use of this equipment shall be charged to the event organizer. The hotel shall be entitled to calculate and charge a fixed sum for the resulting electricity charges to the event organizer.

### **5. Prices**

Our prices are in Swiss francs and include VAT. We accept the following means of payment: Cash payment, EC-Direct, Postcard, Eurocard/Mastercard, Visa, American Express, Diners Club.

Bank details:

Lehmann riverside AG

UBS AG, 8098 Zürich

Bank clearing: 0291

Swift code: UBSWCHZH80A

CHF-A/C: 0278 00107443.01A

IBAN: CH98 0027 8278 1074 4301 A



## 6. Payment arrangements

**6.1.** Riverside will send an invoice for the room rent and the agreed minimal turnover, especially for events in the „Kämmereisaal“, one month before the event. If the required down payment is not paid within the deadline of 14 days, riverside is entitled to refuse the event. When riverside declares in writing the refusal of the event in accordance with this provision, the event organizer owes the cancellations fees as provided for in 1.1. to 1.4 above. Starting point for the calculation is the date of the refusal notice by riverside.

**6.2** All private events in the restaurants or meetings of private individuals are payable on site in cash or by card. An invoice will only be sent if the value exceeds CHF 1,000 and a credit card authorization form has been completed in advance.

## 7. Extra Charge

Costs for services performed by riverside which have not been invoiced in advance will be charged as follows:

Chef de Service	CHF	70.00 / hour
Service employee	CHF	60.00 / hour
Chef	CHF	80.00 / hour
Kitchen employee	CHF	60.00 / hour
Technical / logistic employee	CHF	50.00 / hour
Technical employee	CHF	100.00 / hour
Cleaning employee	CHF	50.00 / hour

## 8. Liability and theft

**8.1** The event organizer is liable to the hotel for any damages to, or loss of **riverside** property, which is caused by him or his designated guests or third parties.

**8.2** **riverside** is not liable for theft or damages of property / vehicles caused by guests and or third parties.

## 9. Booked services

If the customer does not make use of services to which he is entitled to under the contract (e.g. breakfast), no proportional reimbursement of the price shall be payable.

## 10. Bringing own food and drinks into the hotel

If not agreed otherwise, the customer will obtain all food and drinks from the hotel. A fee for "Corkage" of CHF 39.00 (per 75cl wine bottle) and a cover charge of CHF 2.50 per cover will be charged if the event organizer brings his own food and drinks into the hotel.

## 11. Decorations

**11.1** The event organizer is obliged to obtain the permission of **riverside** for the installation of decorations or other objects. The installation must be carried out by qualified personnel and in consultation with **riverside**. All fire safety regulations must be complied with. The event organizer shall be liable for any damage caused during the installation or dismantling.



Any exhibits or other objects must be removed immediately after the event has finished. If the event organizer fails to comply with this provision, the hotel may remove and store the objects at the event organizer's expense. If the objects remain in the event room, the hotel may charge room rent for the additional time they remain there; basis is the contractual agreed rental price with the event organizer.

**11.2** The event organizer must dispose of packaging materials, otherwise the hotel may charge for the costs incurred.

## **12. Termination of contract by *riverside***

**12.1** The hotel management may terminate the contractual relationship at any time for the reasons (a-d) listed below:

- a) if the event jeopardises the smooth running of the regular business
- b) if the reputation and security of the hotel appears to be at risk
- c) if contractually agreed advance payments are not paid before the start of the event
- d) in the case of "force majeure"

**12.2.** Under no circumstances shall the event organizer be entitled to assert claims for damages or compensation.

**12.3** If the event is cancelled based upon section 12.1 a) or b) and the reason for cancellation is within the responsibility of the event organizer, his guests or third parties engaged by the event organizer, the event organizer has to pay the full amount of the contractual fees.

**12.4.** In case of a cancellation based upon section 12.1. lit. c), section 6.1 above shall apply.

## **13. Terms of payment**

Invoices are payable without deduction within 10 days. Interest on arrears is payable at a rate of 5%. By concluding this contract the event organizer, guest or client agrees that in the event of late payment, he will bear all resulting pre-litigation costs which **riverside** may incur.

## **14. Form of Agreements**

**14.1.** Riverside will make a written offer for the major services and costs, which the event organizer shall duly sign and return to *riverside* (main contract) together with a signed copy of the *riverside* General Terms and Conditions for Meetings and Events.

**14.2.** Changes to the signed offer or to the General Terms and Conditions must be agreed in writing. When the main contract is duly signed and exchanged, written changes may be agreed by exchange of e-mails.

If provisions of the main contract are in conflict to the General Terms and Conditions, the provisions of the main contract shall prevail.

## **15. Governing law**

The present contractual relationship between the customer and **riverside** is governed by Swiss law, especially the Code of Obligations.



**16. Place of jurisdiction**

**Disputes arising from the present contract shall, at the discretion of *riverside*, be dealt with either by the Bülach District Court or the Commercial Court of the Canton of Zurich**

Zweidlen, 1<sup>st</sup> of March, 2019

Received and accepted:

Place/Date: .....

For the event organizer: .....