

General Terms and Conditions

Business units hotel and sport of Stiftung CAMPUS SURSEE

1. Scope of application

These General Terms and Conditions of Stiftung CAMPUS SURSEE (hereinafter referred to as SCS HOTEL + SPORT) specifically govern the contractual relationship between SCS HOTEL + SPORT and the customer as tenant and user of the following hospitality services:

- seminar and conference rooms (incl. conference technology and banquet rooms)
- halls and practice area
- hotel rooms
- gastronomy
- sports arena
- parking spaces
- teamevent

These General Terms and Conditions and the house rules are part of every reservation confirmation. For certain sports offerings, particularly classes, memberships, personal training sessions, and regular gym use, additional or separate General Terms and Conditions of SCS SPORT apply. In the event of any conflict, the specific General Terms and Conditions for the respective sports offerings shall prevail.

2. Prices

The prices for the purchase of a service or goods of SCS HOTEL + SPORT are indicated in the current price lists of SCS HOTEL + SPORT on the website www.campus-sursee.ch. Prices are subject to change without notice. Unless otherwise stated, all prices are quoted in Swiss francs (CHF) and include statutory value-added tax. The prices are binding for the period offered (option).

3. Offer, reservation and confirmation

Provisional reservations are possible and are subject to an option date. If the request is not definitively confirmed during the option period, any entitlement to the conditions offered will lapse and the provisional reservation will be cancelled. Definitive reservations for the above services are binding. The customer always receives a reservation confirmation with an overview of the booked services. SCS HOTEL + SPORT basically confirms the room category, but not a specific room. Capacities released by the customer can be sold by SCS HOTEL + SPORT to other customers. In the event of overbooking, SCS HOTEL + SPORT is entitled to rent equivalent hotel rooms in a partner hotel in the region and to accommodate the participants there.

4. Definite number of persons, room list

The number of participants registered up to 7 working days before the start of the event shall be deemed definitive and the basis for invoicing. Up to 3 working days prior to the start of the event, SCS HOTEL + SPORT accepts a deviation of a maximum of +/- 5% of the originally registered number of persons. For further reductions of the booked services, the cancellation conditions according to Clause 12 apply. If less than the registered persons participate, the expenses for the last valid number of participants will be invoiced. In the case of a higher number of persons than the number definitely reported, the effective number will be invoiced.

SCS HOTEL + SPORT expects a definitive hotel room list with the names of the guests from the customer up to 14 working days before arrival. If the reserved and confirmed rooms (or number of persons) are overbooked, SCS HOTEL + SPORT may place the guests in an equivalent partner hotel in the region at the customer's expense. In the event of a reduction in the required capacities, the cancellation conditions shall apply.

5. Terms of payment

The confirmed prices and conditions are binding and will be invoiced after the stay. Any services or goods which go beyond the order confirmation and which have been ordered or used by the customer shall be invoiced additionally. Unless otherwise agreed, the payment period is 30 days. SCS HOTEL + SPORT is entitled at any time to demand an appropriate down payment or up to 100% advance payment for services definitively booked and to refuse a reservation if payment is not made on time. In principle, SCS HOTEL + SPORT does not send invoices abroad.

6. Duration of use

The use of the booked premises is fixed in time. Outside these times, SCS HOTEL + SPORT may dispose of the premises. The hotel rooms are usually available from 02:00 pm on the day of arrival. On the day of departure, the hotel rooms must be made available before the start of the event/course (by 10:00 am at the latest).

7. Third-party services

SCS HOTEL + SPORT acts on behalf of the customer in order to procure technical or other equipment from third parties or to book services. The organiser is liable for care and proper return and indemnifies SCS HOTEL + SPORT against any claims. This also applies to external trainers, course instructors, or organizations that offer sports activities on the CAMPUS SURSEE.

8. Catering services

Food and drinks on the entire CAMPUS area are exclusively available from SCS HOTEL + SPORT. Food and drinks brought along may not be consumed on the premises. The current price lists apply. Upon special agreement, a service fee or a corkage fee may be charged. External catering is only permitted in exceptional cases and upon consultation with the management of SCS HOTEL + SPORT. A percentage of the catering turnover or the market value of the catering service is owed for lost turnover/income. The use of the kitchen infrastructure is excluded.

SCS HOTEL + SPORT has been informed about any special catering requirements, such as allergies and incompatibilities, when the definitive number of persons is notified.

9. Safety and security

For your own safety, parts of the public areas of our buildings and site are under video surveillance.

The escape routes specified by the fire brigade and building insurance must be adhered to and may under no circumstances be obstructed with furniture, luggage, exhibits or technical equipment. All emergency exits, fire alarms, hydrants, smoke flaps, electrical distribution and control panels, telephone distributors and heating and ventilation systems must remain freely accessible and unobstructed at all times.

The arrangement of chairs approved by SCS HOTEL + SPORT is part of the reservation contract. The maximum number of persons is binding and may not be exceeded. The organiser is obliged to inform SCS HOTEL + SPORT definitively of the number of visitors to the event. The organiser is liable for infringements against SCS HOTEL + SPORT.

Outside the operating hours of the sports arena, no supervisory staff of SCS SPORT will be present on site. The duty of supervision as well as full responsibility for safety and the proper conduct of activities in all sports facilities, including the swimming pool, shall rest exclusively with the instructor and/or training person in charge. This person must ensure that all required and valid qualifications are held (in particular valid SLRG lifesaving certification as well as BLS/AED certification) and that appropriate supervision is guaranteed at all times. The provisions of the sports arena house rules must be complied with at all times. To the extent permitted by law, any liability of the operator for damages, accidents, or incidents occurring outside operating hours is expressly excluded.

SCS HOTEL + SPORT reserves the right to prescribe a security service for the booked stay on the customer's account. The latter is subject to the security service of SCS HOTEL + SPORT on the CAMPUS site and has to cooperate with SCS HOTEL + SPORT.

For events of 50 or more participants with an extension after midnight, a security service must be organized. The costs will be charged to the organizing organization.

10. Special conditions for events (seminars, conferences, banquets, sporting events, social programmes)

10.1. Event programme

SCS HOTEL + SPORT will receive a detailed event programme up to **14 working days** prior to the start of the event, including the following points:

- number of persons (definitely up to 7 working days before the event)
- the definitive details of the desired furnishings (chairs, signage, customer logo, etc.)
- the technical infrastructure (projection equipment, translation booths, audio/video technology etc.)
- planned screenings (DVDs, videos, presentations etc.)
- direction of the event
- menu and beverage selection
- food intolerances
- selection of framework programmes

10.2. Package prices

Seminar packages can be booked for groups of 10 or more guests. If there are less than 10 guests, the individual services will be charged.

10.3. Technical equipment, simultaneous translation, lighting technology

SCS HOTEL + SPORT offers basic technical infrastructure and works with a fixed rental partner for all audio, image, lighting and translation technology that is not already integrated as standard in the seminar and conference rooms. For this reason, foreign providers can only be brought along or admitted in justified exceptional cases for partial areas. The decision in this respect lies with the management of SCS HOTEL + SPORT. The General Terms and Conditions of the rental partner also apply.

All technical installations and setups by the customer, the guests or commissioned third parties must be agreed in advance with SCS HOTEL + SPORT or the rental partner respectively, and recorded in writing. The rental partner is responsible for the safety, handover and acceptance of third-party technology. The rental partner is responsible for the operation of all event technology in all premises. All expenses for technical equipment will be charged by the partner organization based on the costs incurred in accordance with the order confirmation.

In the indoor swimming pool of the sports arena, technical installations must also be approved by the SCS HOTEL + SPORT pool staff or by the Technical Service of the Campus Sursee Foundation.

10.4. Directorial work

The direction team of the rental partner is available to ensure that the event runs smoothly. At the beginning of each event, the responsible person appointed by the organiser receives a basic introduction to the technology from a director.

An early test run is indispensable for the recording of films/video sequences, presentations etc. The organiser and speakers must be available at least 2 hours before the start of the event for a microphone test, sound and technology check. The necessary tools (DVDs, USB sticks etc.) have to be available 24 hours before the event at the latest.

The rental partner will be pleased to take over the directing tasks. The complete directing programme is required up to 48 hours before the event. In this case, the event manager must be at the unrestricted disposal of the directing team at least 2 hours before the start of the event for a directing discussion.

There can always be changes at short notice. In order for these to be handled professionally, the direction team must be able to test additional AV requirements (not previously tested presentations, films etc.) in the empty auditorium. The organiser is responsible for ensuring that this time is available (e.g. extension of a break, later admission etc.).

The rental partner will charge the directing expenses according to expenditure or according to the order confirmation.

All expenses for directorial work will be charged by the partner organization based on the costs incurred in accordance with the order confirmation.

10.5. Modifications/repositioning of chairs during an event

The rooms can be used flexibly. If any alterations are planned during the event (e.g. to the stage, installation or removal of the partition wall), or if the chairs shall be repositioned in the room (e.g. from conference seating to banquet seating), the customer will be charged for this additional service in accordance with the price list (hourly rate per employee). A prior consultation with the event management is absolutely necessary. The agreed times must be strictly adhered to.

10.6. Decoration

Only flame-retardant objects according to DIN 4102 may be used to decorate the event. Stage fireworks, indoor fireworks, pyrotechnics, and any other pyrotechnic effects (including so-called pyro shows and pyro effects) are prohibited in all indoor areas. Decorations which are used repeatedly must be tested for their low flammability before each use and re-impregnated if necessary. SCS HOTEL + SPORT may insist that the organiser submit appropriate certificates regarding the flame retardancy of objects. Flammable packaging materials and waste must be removed immediately from the buildings by the organiser.

10.7. Cloakroom

A cloakroom service is obligatory for events in the conference and the event shall.

10.8. Authorisations

Obtaining official permits is the responsibility of the customer. SCS HOTEL + SPORT accepts no responsibility whatsoever for the absence or non-compliance with an authorisation.

10.9. Prolongation

If an event lasts longer than 11.00 pm, SCS HOTEL + SPORT charges a fee for each started hour according to the currently applicable price list.

10.10. Event risks

SCS HOTELLERIE + SPORT analyzes the potential event risks with you and obliges you to commission trained security staff at events where alcohol is served and other exposed occasions. The safety regulations of SCS HOTELLERIE + SPORT apply. Any costs for the necessary security personnel and appropriate security measures will be invoiced to the organizer.

10.11. Parallel events

The infrastructure and the concept of SCS HOTEL + SPORT allow different events on the CAMPUS site at the same time. The customer acknowledges that, in principle, there is no right to exclusive use. Depending on the contractual agreement, selected premises or infrastructure may be used exclusively. This may apply in particular to seminar and conference rooms, dining areas (e.g., restaurant Baulüüt), sports facilities, or other defined areas. The scope of exclusivity is determined exclusively by the written reservation confirmation or the contract.

10.12. Deliveries

Deliveries for events must be notified to the event organiser or addressed for the event. A separate delivery is available each for deliveries in the sports arena, the event hall or the conference hall.

SCS HOTEL + SPORT reserves the right to charge storage and handling costs for deliveries of goods, etc. or to refuse acceptance of an unregistered delivery.

For illegally parked vehicles or vehicles parked for a longer period of time, the owner will be charged a compensation fee, which can be paid at the reception within a reasonable period of time. If no payment is made, a complaint will be filed with the Willisau District Court.

10.13. Takeover of the rooms

By taking over the rooms at the beginning of the rental period, the customer acknowledges that they are in perfect condition. Any complaints must be made immediately, i.e. when moving into the rooms, otherwise the right to complain is forfeited.

10.14. Special conditions for exhibitions

For exhibitions, the exhibition handbook applies, which we provide on request.

11. Cancellation terms

In the event of cancellation of the event, the customer must notify SCS HOTEL + SPORT of this in writing. If the reservation includes bookings with third parties, the cancellation and reduction conditions of these partners can be passed on. The following cancellation conditions apply:

11.1. Hotel room reservations for individual guests (up to 5 hotel rooms)

SCS HOTEL + SPORT will accept a change or cancellation of the reservation in writing, without incurring any costs, up to 2 working days before the date of arrival. Thereafter, the room and the booked services are invoiced at 100% of the agreed turnover.

11.2. Hotel room reservations by tour groups (from 5 hotel rooms)

In the event of cancellation or adjustment/reduction of the reserved hotel room quota, the following conditions shall apply:

| | |
|--------------------------------|--|
| - Up to 30 days before arrival | no cancellation fees |
| - 29 - 14 days before arrival | 25 % of the agreed turnover |
| - 13 - 2 days before arrival | a maximum of 2 rooms can be cancelled without any fees |
| - 2 days – arrival day | 100 % of the agreed turnover |

These rules also apply to meals booked with the group reservation.

11.3. Events for up to 299 people (seminar and conference rooms, banquets, sports infrastructure, social programmes, hotel room reservations of groups from 10 people)

The following conditions apply to cancellations or reductions of booked rooms, room contingents and meals:

| | |
|--|---|
| - From the date of signing the contract | 5% of the agreed (contract signature) lost turnover* |
| - 120 to 90 days before the event | 40% of the agreed (contract signature), lost turnover* |
| - 89 to 31 days before the event | 60% of the agreed (contract signature), lost turnover* |
| - 30 to 15 days before the event | 80% of the agreed (contract signature), lost turnover* |
| - 14 to 2 days before the event | 95% of the agreed (contract signature), lost turnover* |
| - On the day before or on the day of arrival | 100% of the agreed (contract signature), lost turnover* |

11.4. Events from 300 persons (seminar and conference rooms, banquets, sports infrastructure, social programmes, hotel room reservations of groups from 10 people)

The following conditions apply to cancellations or reductions of booked rooms, room contingents and meals:

| | |
|--|---|
| - From the date of signing the contract | 5% of the agreed (contract signature) lost turnover* |
| - 365 to 180 days before the event | 40% of the agreed (contract signature), lost turnover* |
| - 179 to 90 days before the event | 60% of the agreed (contract signature), lost turnover* |
| - 89 to 60 days before the event | 80% of the agreed (contract signature), lost turnover* |
| - 59 to 2 days before the event | 95% of the agreed (contract signature), lost turnover* |
| - On the day before or on the day of arrival | 100% of the agreed (contract signature), lost turnover* |

* If no meals are defined, we assume a turnover per person of the seminar flat rate "UNO" or the sports flat rate "BASIC", which is valid at the time of signing the contract (www.campus-sursee.ch/uno-tutto). Furthermore we remain the right to invoice a service fee of at least CHF 350.00 at our discretion.

SCS HOTEL + SPORT recommends that the customer take out cancellation insurance with one of the well-established insurance companies.

12. Cleaning and waste

The cleaning of the rooms and hotel rooms is included in the rental price. In the event of above-average pollutions or extraordinary waste quantities, cleaning work or disposal costs will be invoiced in accordance with expenditure.

13. Data protection

SCS HOTEL + SPORT processes personal data of the involved parties within the framework of the contractual relationship. This includes, for example, names, postal/email/IP address, telephone number, date of birth, etc. SCS HOTEL + SPORT handles this personal data for the purposes of processing the contract and maintaining the contractual relationship (e.g. communication, satisfaction analysis, quality assurance, information on new products, changes to prices and conditions, invitations to events, etc.) using appropriate technical and organisational measures to protect the data.

The SCS HOTEL + SPORT Data Protection Declaration, which is valid at the time the contract is signed, is applicable in all cases. (www.campus-sursee.ch/datenschutz).

14. Newsletter

As a customer of SCS HOTEL + SPORT, you will receive regular information about offers, services and events via newsletter. If you do not require the newsletter, you may contact sales@campus-sursee.ch. You may also unsubscribe from the newsletter at any time using a link.

15. Liability

SCS HOTEL + SPORT declines any liability towards the organiser and its participants for damage to objects brought along in all locations of the CAMPUS site, for parked vehicles or for damage and accidents arising from the use of its own facilities on the CAMPUS site.

16. Damages, insurance

SCS HOTELLERIE + SPORT hands over the premises to the customer in perfect condition. The customer undertakes to handle the infrastructure carefully and to notify SCS HOTEL + SPORT immediately of any damage or defects to the rental object. After the end of the event, any damage will be recorded by SCS HOTELLERIE + SPORT and communicated to the customer. The repair of damages incurred shall be at the expense of the customer. In particular, SCS HOTEL + SPORT reserves the right to assert claims for compensation for indirect damage or consequential damage such as loss of profit or loss of earnings. Insurance is the responsibility of the organiser or the participant. SCS HOTELLERIE + SPORT recommends taking out liability insurance with a coverage amount adapted to the event.

17. Withdrawal

SCS HOTEL + SPORT reserves the right to cancel an event if concerns arise that it could have a detrimental effect on the reputation and business performance of SCS HOTEL + SPORT.

18. Breach of regulations

In the event of non-compliance with the safety regulations, the authority to issue instructions and/or other conditions regulated in the General Terms and Conditions, an event can be terminated immediately after a single warning with full cost settlement at the expense of the customer and the event permit can be withdrawn.

19. Applicable law and place of jurisdiction

The contract between the customer and SCS HOTEL + SPORT is subject to Swiss law. The exclusive place of jurisdiction for both parties shall be the domicile of SCS HOTEL + SPORT in Sursee.

Stiftung CAMPUS SURSEE

The company management board