

## General terms and conditions of business

1. The subject of the contract is the provision by the Schloss Binningen AG (SB AG), the „Restaurant Schloss Binningen“ of conference, banqueting and meeting rooms and the „Hotel im Schlosspark“ with hotel bedrooms, together with other services required for the organisation of the particular event.
2. The organiser will notify the definitive number of participants to SB AG no later than two working days before the event. If a smaller number of persons than those definitively registered take part in the event, the expenditure for the number of participants definitively registered will be billed. If the number of participants exceeds the definitively registered number, the actual number will be billed. If changes are made to the original number of participants, SB AG shall be entitled to adapt the premises to be provided for the occasion. Any additional third party costs incurred as a result will be charged to the organiser.
3. To the extent that SB AG procures technical equipment or other services from third parties for the organiser, it is acting in the name and on behalf of the organiser. The organiser undertakes to reimburse all expenditure and outlay incurred by SB AG for the correct performance of the order to SB AG and to release said hotel from obligations entered into. The organiser shall be liable for the careful use and proper return of the technical equipment rented on his instructions.
4. The start and finish of the event shall be specified in the contract. Changes to the agreed times shall require the consent of SB AG. From 00.00 onwards (statutory closing time), we charge CHF 180.00 per hour for every hour or part thereof (hours worked by service staff).
5. Option dates are binding on both parties. On the expiry of the option dates, SB AG shall be entitled to dispose otherwise of the booked premises.
6. Food and beverages must in principle be procured from SB AG. In exceptional cases, and with the consent of SB AG, the organiser may entrust catering to a third party but SB AG will charge a service fee or corkage. The organiser shall notify the final choice of menu and wine no later than 14 days before the event.
7. Faults in technical equipment made available by SB AG shall be remedied immediately by the technical personnel and therefore do not give any entitlement to a reduction of the package price. If a fault cannot be remedied, the package price will be reduced by the rental fee for the technical equipment.
8. The billed amount shall be payable without any deduction within 15 days of the date of the invoice. SB AG is entitled to require the organiser to pay an appropriate advance instalment on signing the contract or on an agreed date two weeks before the event.
9. If the event is cancelled for reasons attributable to the organiser, the organiser undertakes to reimburse the following costs:

30 days before arrival	no charges
4 – 30 days before arrival	30% of total accommodation charge or total turnover
until 3 days before arrival	100% of total accommodation charge or total turnover
10. If the client is not at the same time the organiser, he shall bear joint and several liability with the organiser for the entire invoiced sum. This liability shall likewise extend to other services procured by the event participants unless direct payment has been expressly agreed.
11. The organiser shall be liable for loss and damage caused by his staff and/or event participants. Our events premises are historic monuments and cannot be insured against damage by third parties. Any damage caused during an event through the fault of the organiser to the floor, halls, pillars etc. may be billed to the organiser. The organiser shall not suspend any items by means of adhesive tape, nails etc. without the consent of SB AG. No additional decorative material may be used without the express consent of SB AG. The organiser is responsible for ensuring that the decorative material used by him with the consent of SB AG complies with the Fire Brigade regulations. Decorative materials provided by the organiser must be taken away at the end of the event. Material which is not removed will be disposed of by SB AG at the organiser's expense. SB AG declines all liability for theft of and damage to garments and objects brought by event participants. SB AG declines all liability for loss of or damage to objects brought by the organiser.
12. In the event of *force majeure*, instructions imposed by the authorities or in the event of failure to make the contractually agreed advance payment (Section 2.2), SB AG shall be entitled to withdraw from the contract without compensation. If SB AG has reason to assume that the event may be prejudicial to the smooth running of its business, the safety or reputation of the restaurant and hotel, we reserve the right to withdraw from the contract without compensation.
13. This contract shall be governed by Swiss law.  
The parties expressly agree that the courts of Liestal shall have sole jurisdiction.