



## General Terms and Conditions

| <b>Contents</b>                                 | <b>Page</b> |
|---|-------------|
| 1. Scope  | 1           |
| 2. Pullman Basel Europe Privacy Policy          | 1           |
| 3. Conclusion of contract                       | 2           |
| 4. Prices                                       | 2           |
| 5. Terms of payment                             | 2           |
| 6. Sub-letting, advertising measures and naming | 2           |
| 7. Reservation option                           | 2           |
| 8. Cancellation rules                           | 2           |
| 9. Number of participants                       | 2           |
| 10. Room allocation                             | 3           |
| 11. Planning and information                    | 3           |
| 12. Organizer's liability and insurance         | 3           |
| 13. Official permit and night surcharge         | 3           |
| 14. Official regulations and fire regulations   | 3           |
| 15. Room occupancy, check-in and check-out      | 3           |
| 16. Waste disposal                              | 3           |
| 17. Withdrawal by Pullman Basel Europe          | 3           |
| 18. SUIISA                                      | 4           |
| 19. Food and beverages                          | 4           |
| 20. Further provisions                          | 4           |
| 21. Place of jurisdiction and choice of law     | 4           |

### 1. Scope

The provisions set out in the GTC apply to all offers and services of the Pullman Basel Europe hotel and form an integral part of accepted offers and contracts. Alternative written arrangements made as part of special agreements take precedence over these GTC. The latest, binding version of the GTC is published at [www.pullman-basel-europe.com](http://www.pullman-basel-europe.com). By taking up the services of Pullman Basel Europe, the customer agrees to the terms and conditions.

### 2. Pullman Basel Europe Privacy Policy

Pullman Basel Europe's Privacy Policy forms an integral part of the General Terms and Conditions of Pullman Basel Europe, and can be viewed on Pullman Basel Europe's website.



### 3. Conclusion of contract

A reservation or bookings for services at Pullman Basel Europe become legally effective, and therefore binding, when confirmed by Pullman Basel Europe. All services and requirements of the contractual partners are confirmed in writing.

### 4. Prices

All prices are quoted in Swiss francs (CHF), including VAT at the statutory rate. Pullman Basel Europe is obliged to have ready the services booked by the customer and to provide the services at the agreed prices. Pullman Basel Europe reserves the right to revise prices if the customer requires subsequent changes to the booked services (including, but not limited to, a change to hotel, catering or conference services such as how long the guests are staying, changes to the seminar or catering services) and Pullman Basel Europe agrees to such changes. External factors over which Pullman Basel Europe has no control may also necessitate a price adjustment. The room prices are based on the nature and size of the event. A half-day hire charge covers a maximum duration of 5 hours and is valid for events from 7 a.m. – 12 noon or 12 noon – 5 p.m. If these periods or the 5-hour duration are exceeded, a hire charge for a full day will be invoiced. Full-day rates apply for a maximum period of 11 hours. If an event exceeds this period, the sum of CHF 45 will be invoiced for each required employee per hour or part-hour.

### 5. Terms of payment

After the event, a detailed final invoice will be sent to the customer, showing the services used. Invoices issued by Pullman Basel Europe are payable net, within 10 days of the invoice date. Unpaid invoices sent to participants will be charged to the event organizer. In case of late payment, the hotel is entitled to demand delay interest and a reminder fee. Pullman Basel Europe does not send any invoices abroad. In this event, the full amount will be settled at the Hotel, by credit card.

Pullman Basel Europe is entitled to request an advance payment of 100% of the total for the agreed services. The exact amount of the advance payment, and the payment term, will be agreed in writing.

### 6. Sub-letting, advertising measures and naming

Sub-letting requires the written permission of Pullman Basel Europe. The naming of Pullman Basel Europe in all media (newspapers, radio, television, Internet etc.) normally requires prior, written permission. However, permission is not required if the hotel is named in order to indicate the event venue or provide directions to a limited number of participants. If Pullman Basel Europe's logo is used on printed material, printing approval must be obtained.

### 7. Reservation option

If no contract is concluded for the use of hotel rooms and seminar facilities by the end of the option period granted, Pullman Basel Europe may make alternative arrangements for the provisionally reserved services. In such event, it is not obliged to consult the customer.

### 8. Cancellation rules

Cancellations and changes to the number of people are only accepted in writing. If hotel reservations or events are cancelled for reasons attributable to the event organizer, the event organizer withdraws from the contract, or it reduces the number of participants compared with the number of rooms initially confirmed, the event organizer undertakes, regardless of the circumstances, to cover the following costs.

Cancellation of seminar facilities and banquets

The following percentages of the booked services will be charged in case of a cancellation:

|                           |  |
|---------------------------|--|
| 28 – 22 days before event | → 50% of the room hire   |
| 21 – 15 days before event | → 75% of the room hire   |
| 14 – 8 days before event  | → 100% of the room hire plus 25% of lost food & beverage revenue |
| 7 – 0 days before event   | → 100% of the room hire plus 50% of lost food & beverage revenue |

The calculation of lost food & beverage revenue is based on our order confirmation and the number of participants stated therein. The cost of any pre-arranged special services which are no longer required upon cancellation must be reimbursed, unless they can be hired to someone else by Pullman Basel Europe at the same rate. The same percentages apply to flat-rate packages. The room hire for the planned room, and the food & beverage revenue from the flat-rate package are the basis for calculation.

### 9. Number of participants

The number of people notified to Pullman Basel Europe by the event organizer at least 3 days prior to the event is binding. In the case of events for 50 people or more, the exact number of guests must be confirmed 7 days prior to the event. If there are fewer participants than indicated, the pre-notified number of people will be invoiced at the full amount, with the arranged services. For



events of 30 people or more, we tolerate a deviation of 5% fewer than the notified number of participants. If there are more participants than originally notified, the actual number of participants will be charged.

#### **10. Room allocation**

If there are significant changes to the original number of participants, Pullman Basel Europe reserves the right to allocate different rooms for seminars and banquets.

#### **11. Planning and information**

The information needed in order to hold the event, particularly menu and drinks choices, seating, technical equipment and room decoration, must be provided to Pullman Basel Europe at least 7 days prior to the event. Should Pullman Basel Europe change the type of seating on the day of the event, at the organizer's request, additional provisioning costs will be incurred.

Pullman Basel Europe must also be provided with a detailed event schedule 7 days prior to the event.

#### **12. Organizer's liability and insurance**

All legally required safety measures must be strictly observed (including hygiene and environmental protection). The event organizer must take out insurance for equipment which it brings to the event. Pullman Basel Europe accepts no liability. In case of damage to or loss of furnishings and inventory of Pullman Basel Europe, 100% of the resulting costs will be charged. In the case of third-party services, Pullman Basel Europe acts in the name and for the account of the ordering party. The ordering party is liable for taking care of and properly returning all items and indemnifies Pullman Basel Europe against any claims. The affixing of decoration materials or other objects, and the use of the organizer's own technical equipment are not permitted. Failure to comply with this will incur a fixed charge of CHF 150, as well as the costs for possible damages will be charged. Should the organizer bring illegal and/or hazardous materials into the Pullman Basel Europe, the organizer shall be held accountable for them.

#### **13. Official permit and night surcharge**

For an event which continues beyond midnight, we charge the following costs for obtaining an official permit:

Sunday to Thursday: from 12 midnight – 1 a.m. a fixed charge of CHF 150, after 1 a.m. price on request.

Friday to Saturday: from 12 midnight – 2 a.m. a fixed charge of CHF 300, after 2 a.m. price on request.

#### **14. Official regulations and fire regulations**

The event organizer is obliged to observe Pullman Basel Europe's fire regulations, in particular keeping emergency escape routes clear. The use of inflammable materials is forbidden.

#### **15. Room occupancy, check-in and check-out**

Unless otherwise agreed, seminar rooms become available 30 minutes prior to the start of the event. Employees of Pullman Basel Europe will be pleased to welcome you to our meeting and events area and show you to your seminar room.

Reserved hotel rooms are available from 2 p.m. on the day of arrival. Rooms must be vacated by 12 noon on the day of departure.

#### **16. Waste disposal**

Disposal of greater than normal amounts of waste is normally undertaken by the event organizer. If disposal is undertaken by Pullman Basel Europe, the appropriate disposal charge will be made, to also cover processing. Decoration materials not removed by the organizer will also be disposed of by Pullman Basel Europe and the disposal charge incurred will be invoiced to the organizer.

#### **17. Withdrawal by Pullman Basel Europe**

Pullman Basel Europe is entitled to withdraw from the contract at any time for a compelling reason. Compelling reasons include, in particular, official requirements and bans, safety and security aspects and instances of force majeure, as well as other circumstances for which Pullman Basel Europe is not responsible or which are beyond its control. Pullman Basel Europe may also withdraw from the contract under the following conditions:

- There is a justified reason to assume that the event jeopardizes the normal business operations, security or reputation of Pullman Basel Europe or of its guests.
- The event was booked under false pretences or on the basis of erroneous or fraudulent information concerning important facts.
- Third parties who were engaged by Pullman Basel Europe, at the organizer's instigation, to assist with the organization of the event are unable to provide all or some of their services.

Pullman Basel Europe declares its withdrawal as soon as it gains knowledge of the justified reasons for doing so and informs the organizer at once. The organizer cannot assert claims for compensation against Pullman Basel Europe in any of the instances mentioned.



## **18. SUISA**

Copyright fees payable in connection with music must be declared and paid by the event organizer itself.

## **19. Food and beverages**

Catering in Pullman Basel Europe premises may only be provided with the food and beverages supplied by the hotel. The event organizer is not normally permitted to bring food or beverages. The conditions for exceptions to this must be negotiated beforehand with Pullman Basel Europe and must be confirmed by the hotel, in writing. In such instances, an amount to cover overheads (service charge) will be calculated.

## **20. Further provisions**

The displaying of information material outside the conference room must be agreed with Pullman Basel Europe.

The attendance of media representatives at events in Pullman Basel Europe's buildings must be pre-announced.

Changes to these General Terms and Conditions must be in writing.

## **21. Place of jurisdiction and choice of law**

The court in the city of Basel has sole jurisdiction. Swiss law applies.