

POP-UP LINDENEGG

EAT. DRINK. RELAX.

General Terms and Conditions

The Lindeneegg Pop-Up is part of SCRATCH GmbH. If you make a reservation then you are the customer (whether you are booking as a guest or an organiser) and as such you accept the following general terms and conditions.

Reservations

A contract is created between the customer and the Lindeneegg Pop-Up when

- a quote is made by the Lindeneegg Pop-Up and accepted in writing by the customer
- a request made by the customer is accepted and confirmed in writing by the Lindeneegg Pop-Up.

Changes to the contract are only binding if they are confirmed in writing by the Lindeneegg Pop-Up.

Quotes

The Lindeneegg Pop-Up's room offers are non-binding. Quotes made by the Lindeneegg Pop-Up are generally valid for about 5 days, unless a different acceptance period has been agreed. The Lindeneegg Pop-Up reserves the right to withdraw a quote if there are good reasons to do so.

The Lindeneegg Pop-Up also reserves the right to charge a prepayment of 50% for individual reservations, or 75% for banquets and seminars, or a different, individually agreed prepayment.

Prepayments and Cancellation Terms for Functions

If an event is cancelled, the prepayment will be credited towards the cancellation invoice.

Any cancellations of functions must be communicated to the Lindeneegg Pop-Up as early as possible and in writing. Complete cancellation of banquets, seminars and room reservations will incur the following cancellation charges:

Cancellation of events and exclusive reservation of premises:

After confirmation of the quote: 10% of the total booking fee
60 to 31 days before the event: 50% of the total booking fee
30 to 15 days before the event: 75% of the total booking fee
14 days or less before the event: 100 % of the total booking fee

Cancellation Terms for Individual Guests Who Have Booked Hotel Rooms

Cancellation of individual reservations is possible, free of charge, up to three days before the arrival date that has been confirmed (Check-in 3.00 p.m.). If more than three rooms have been booked, then this period is extended to seven days. If a booking has been made via an electronic booking site, then the relevant cancellation times for that site will apply. If a late cancellation/no-show occurs, then the cost of all services that have been booked will be charged (overnight accommodation + other charges).

Cancellation by the Lindeneegg Pop-Up

If the Lindeneegg Pop-Up has good reason to believe that the event or the booking terms would be detrimental to the smooth running, safety or reputation of the hotel business, or in the event of force majeure, or if the agreed prepayment conditions have not been met by the customer, then the Lindeneegg Pop-Up has the right to withdraw from the reservation agreement at any time, and without indemnity. The customer in those circumstances has no right to claim compensation from the Lindeneegg Pop-Up.

Time and Duration of Room Use

Hotel rooms are generally available on the day of arrival from 3.00 p.m. Rooms must be vacated on the day of departure by 11.00 a.m. If the room is vacated after 11.00 a.m., the hotel can add 50% of the daily room rate to the invoice. If the room is vacated after 6.00 p.m., the hotel will add 100% of the daily room rate to the invoice. There is no compensation for services included, which have not been utilised.

Guests Bringing Their Own Food and Drinks

Guests are not permitted to bring their own food and drinks. Any exceptions to this rule must be agreed in writing with the Lindeneegg Pop-Up.

Payment Terms

Invoices from the Lindeneegg Pop-Up must be paid in full within 14 days of the date of the invoice.

Liability

The Lindeneegg Pop-Up accepts liability to the customer in cases of damage that is incurred through intentional or grossly negligent conduct. The customer is obliged to provide evidence of the harm that has occurred. There is no liability for minor negligence or harms without fault.

The Lindeneegg Pop-Up does not accept liability for theft or damage in relation to any objects, clothing or materials that have been brought in by organisers, speakers, participants, guests or third parties. This includes any vehicles that are parked in the Hotel parking spaces.

The customer is liable to the Lindeneegg Pop-Up for any damages and losses that have been caused by the customer or his/her assistants, guests or participants, without any requirement that the Lindeneegg Pop-Up should prove that the customer was at fault.

The hotel engages any third-party services in the name of person who ordered them, and through his/her account. The person who ordered them is liable for proper care and return of goods ordered and exempts the Lindeneegg Pop-Up from any claims.

Insurance for the event, or for any materials (items brought in for the event) is the responsibility of the organiser. The Lindeneegg Pop-Up can demand to see evidence of the relevant insurance documents.

In every case, the hirer is liable for all damage or extreme soiling of the rooms, the furniture and any technical equipment.

No additional decorations are allowed unless the hotel has given express permission. The organiser is responsible for ensuring that any decorations they use are compliant with the fire regulations. The hotel can demand to see evidence of this. Liability towards the fire services remains with the organiser.

Vouchers

Vouchers can be bought from the Lindeneegg Pop-Up. Each voucher can be redeemed only once. Vouchers cannot be returned or exchanged. Vouchers cannot be redeemed for cash. If there is a difference between the face value of the voucher and value of goods/services received, no cash difference can be paid. Vouchers are valid throughout the whole period of Pop-up opening, until at least 31.1.19.

Media and Publications

Written approval from the Lindeneegg Pop-Up must be obtained in writing before publishing any notices in the media (such as newspapers, radio, television, internet) which refer to the events at the hotel.

Miscellaneous

Dogs are allowed in the public areas of the hotel and its surroundings, and in the restaurants, as long as they are kept on a lead and do not disturb the hotel's activities, or the guests. Dogs are allowed in some individual rooms, as long as permission has been obtained in advance.

Applicable Law and Jurisdiction

All parties agree that the only applicable place of jurisdiction is Biel-Bienne (Switzerland). Swiss law is the only applicable jurisdiction.

Final Clauses

The right to change prices at any time is reserved. All prices are in Swiss Francs, including the statutory Value Added Tax. Any increase in the Value Added Tax that occurs after the contract is confirmed is payable by the customer.

Biel, 01.04.18

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