

## General Terms & Conditions for the arrangement of hotel accommodation by Bern Meetings & Events AG

### 1. Scope

These General Terms and Conditions (hereinafter referred to as the GTC) apply to the arrangement of hotel accommodation by Bern Meetings & Events AG.

### 2. Definitions

- *The organiser* is Bern Meetings & Events AG. The organiser acts as an agent for hotel bookings, primarily for large groups, events, etc.
- *The event coordinator* is the company or individual that submits a booking enquiry to the organiser, enabling guests, e.g. the event coordinator's employees or similar, to book hotel accommodation.
- *Hotel* refers to the hotel in which the organiser books hotel accommodation for the event coordinator.
- *Booking* refers to the process of booking hotel accommodation via the designated booking system.
- *Booking system*: hotel bookings are made in accordance with the event coordinator's specific requirements. 'Booking system' refers to the booking link provided to the event coordinator by the organiser, via which guests can register.
- *Booking confirmation*: refers to the confirmation email and any accompanying voucher sent by the organiser to the event coordinator following a successful booking, setting out the details of the booking.
- *Guests*: those who use the booking system.

## 3. Booking

The event coordinator is offered the following options for booking hotel rooms:

### 3.1. Booking via booking link

1. The event coordinator submits a verbal or written enquiry (emails accepted) to the organiser.
2. The organiser provides the event coordinator with the booking terms and conditions, as well as the prices and cancellation policies of potential hotels. The event coordinator accepts the terms and selects one or more hotels.
3. The organiser provides the event coordinator with a booking link through which guests can register.
4. Guests register using the provided link.
5. The organiser makes the booking for the registered guests at the hotel selected by the event coordinator.
6. The organiser sends the guests a booking confirmation. With receipt of the booking confirmation, the contract between the hotel and the guests regarding the hotel accommodation is concluded.
7. The event coordinator or their guests are responsible for paying for the hotel accommodation and any additional services directly to the hotel on site.

### 3.2. Booking via a booking link, payment collection by the organiser

1. The event coordinator submits a verbal or written enquiry (emails accepted) to the organiser.
2. The organiser provides the event coordinator with the booking terms and conditions, as well as the prices and cancellation policies of potential hotels.
3. The event coordinator accepts the terms and selects a hotel.
4. Upon request, the organiser provides the event coordinator with a booking link that guests can use to register, as well as a partial invoice for the rooms.
5. Guests register using the provided link.
6. The event coordinator notifies the organiser in good time of the number of rooms (self-managed) required as well as the names of the participants.

7. The organiser sends the event coordinator a partial invoice for the booking and for the services that have been booked for the event coordinator at the hotel.
8. The event coordinator pays the partial invoice to the organiser.
9. The organiser makes the booking for the registered guests at the selected hotel.
10. The organiser sends the event coordinator a booking confirmation. With receipt of the booking confirmation, the contract between the hotel and the guest regarding hotel accommodation is concluded.
11. Once the event coordinator or their guests have made use of the hotel's services, the organiser sends the event coordinator the final invoice, which includes any additional services.
12. The event coordinator pays the final invoice to the organiser. The organiser settles any outstanding hotel expenses.

### **3.3. Booking without a booking link**

1. The event coordinator submits a verbal or written enquiry (emails accepted) to the organiser.
2. The organiser provides the event coordinator with the booking and registration terms and conditions, as well as the prices and cancellation policies of potential hotels.
3. The event coordinator informs the organiser of the room contingent required for their guests.
4. The organiser books the required number of rooms for the guests at the hotel selected by the event coordinator.
5. The organiser sends the event coordinator and the guests a booking confirmation. With receipt of the booking confirmation, the contract between the hotel and the event coordinator or their guests regarding hotel accommodation is concluded.
6. The organiser sends the event coordinator a partial invoice for the booking and for the services that have been booked for the event coordinator at the hotel.
7. Once the event coordinator or their guests have made use of the hotel's services, the organiser sends the event coordinator the final invoice, which includes any additional services.

8. The event coordinator pays the final invoice to the organiser. The organiser settles any outstanding hotel expenses.

### **3.4. Booking without a booking link (guest list managed by the event coordinator), payment collection by the organiser**

1. The event coordinator submits a verbal or written enquiry (emails accepted) to the organiser.
2. The organiser provides the event coordinator with the booking and registration terms and conditions, as well as the prices and cancellation policies of potential hotels.
3. The event coordinator informs the organiser of the required room contingent per hotel.
4. The organiser sends the event coordinator a partial invoice.
5. The event coordinator pays the partial invoice to the organiser.
6. The organiser arranges the booking of services for the guests at the hotel selected by the event coordinator.
7. The organiser sends the event coordinator a booking confirmation. With receipt of the booking confirmation, the contract between the hotel and the event coordinator regarding hotel accommodation is concluded.
8. Following the hotel stay(s), the hotel issues its final invoice to the organiser.
9. The organiser reviews and settles this invoice and subsequently sends its closing invoice to the event coordinator.
10. The event coordinator pays the closing invoice to the organiser.

The organiser reserves the right to deviate from the booking procedure set out in clauses 3.1–3.4 above for objective reasons.

The organiser's role is exclusively that of an intermediary.

The contractual relationship regarding hotel accommodation is established between the event coordinator and the relevant hotel upon receipt of the booking confirmation by the event coordinator or upon registration via the booking system. The contractual relationship is subject to the terms and conditions of the relevant hotel or the cancellation terms agreed between the hotel and the organiser (see clause 4 below).

## 4. Payment methods and periods

In instances where bookings are subject to statutory VAT, this will be included in the invoiced costs.

Invoices to the event coordinator, be it a partial invoice or the closing invoice, are issued by the organiser acting as an agent.

Unless a shorter payment term is specified in individual cases, invoices are due for payment within 30 days of the billing date. If the event coordinator does not raise legitimate objections to the invoice within 10 days, the invoice will be deemed accepted.

Payment of the partial invoice is a prerequisite for the organiser to proceed with the requested booking. Should the event coordinator fail to pay the partial invoice within the specified deadline, the organiser reserves the right to treat the booking as void, without the event coordinator being entitled to any compensation or other damages.

Once the payment deadline has expired, the event coordinator will be considered in default. No notification will be sent. Interest at a rate of 5% will be charged on the outstanding invoice amount. The organiser may impose a fee of CHF 20.00 for each reminder.

Invoices and reminders may also be sent electronically.

Differing payment procedures in individual cases may apply (e.g. payment on site at the hotel).

## 5. Changes and cancellations

### 5.1. Changes to registrations/bookings

Should the event coordinator or a guest wish to make any changes to their hotel reservation, the organiser must be notified immediately by telephone, email or online (where possible). The organiser will forward the request to the hotel as quickly as possible. Whether change requests can be accommodated depends on the timing of the request and the hotel's availability. There is no guarantee that they will be accommodated. The organiser will not accept any liability should the hotel(s) be unable to accommodate requests for changes from the event coordinator or their guests.

## 5.2. Booking cancellations

Cancellations are subject to the terms and conditions agreed between the organiser and the hotel in question. The organiser informs the event coordinator or the guests of the cancellation terms and conditions.

**Cancellations must be made in writing (emails accepted) to the organiser or the hotel.**

**It is the responsibility of the event coordinator or the guests to inform the organiser or the hotel of the cancellation in good time. The organiser can be contacted for cancellations during office hours from Monday to Friday, 8 a.m.–12 p.m. and 1:30 p.m.–5 p.m. While the organiser prioritises cancellations, it cannot guarantee that they will be passed on in time. For short-notice cancellations up to 24 hours before the event and/or outside office hours, the event coordinator or guest must contact the hotel directly.**

## 6. Data protection and payment information

Bern Welcome's Privacy Policy (published at <https://bern.com/en/inform/legal-notice-and-privacy-policy/>) is an integrated part of these GTC.

Credit card details may be required to process a hotel booking. The event coordinator and their guests acknowledge that credit card details are transmitted to the relevant hotel solely for the purpose of processing payment or making the booking. The transmission is conducted via secure connections and in compliance with appropriate technical and organisational measures, as outlined in Article 8 of the Swiss Data Protection Act. Credit card details are not disclosed for any other purposes, in particular marketing purposes.

## 7. Insurance

Insurance is the responsibility of the event coordinator or guest.

## 8. Liability

The organiser's liability is excluded to the extent permitted by law. The organiser's activities are limited to the arrangement of hotel accommodation. Any claims by the event coordinator or guests against a particular hotel are governed by the terms and conditions of the hotel in question. In particular, the organiser will not be held liable for delays or the non-performance or poor performance of services **attributable to force majeure. This includes, but is not limited to, natural disasters, war, terrorism, pandemics,**

**epidemics, fires, government measures, demonstrations** or other unforeseeable events beyond the organiser's control.

## **9. Applicable law and place of jurisdiction**

The contractual relationship between the event coordinator/guests and the organiser is subject to Swiss law, excluding international civil law/conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising out of or in connection with the arrangement of hotel rooms between an event coordinator or their guests and Bern Meetings & Events AG shall be the ordinary courts of the City of Bern.

Bern, 1 January 2026

Bern Meetings & Events AG