

## EVENT WITH BDG SERVICES

### **Berghaus rental**

If we provide the catering, the rental costs are waived. Otherwise, the prices on the next page apply.

### **Menu and drinks**

We will be pleased to put together a bespoke menu for your celebration. We will select the right wine and other drinks according to your taste.

### **Menu cards**

We print your festive menu cards. For an additional charge of CHF 2.00 per card, we design your card with a subject/photo.

### **Wedding cake, birthday cake, or similar**

You are welcome to have the cake delivered by the confectioner of your choice. If the wedding cake is served as a separate course, a cover charge of CHF 10 per guest will be made. If the cake is part of the dessert buffet, there are no additional costs.

### **Corkage fee**

As a corkage fee (75 cl bottles) we charge CHF 35 for wine, CHF 45 for champagne, and CHF 65 for spirits/liqueurs.

### **Railway**

The rates on the previous page apply to the use of the railway. The duration of the event is based on the scheduled operating hours of the railway.

### **Decoration**

We will be pleased to arrange the most suitable decoration for you. Classic white candles or table lamps are included. Special requests and additional decorations will be charged according to expenditure.

### **Infrastructure / technical equipment**

We will be pleased to discuss your needs with you and consult specialists if necessary. We will charge you for the corresponding expenses.

### **Minimum consumption**

Please note that our minimum fee at Berghaus Eggli is CHF 12,000 (short events CHF 4,000) (excluding railway). If this amount is not reached, we reserve the right to charge the balance accordingly.

### **General terms and conditions**

We are delighted to hold the event with you in our mountain restaurant. We prefer to discuss the event with you face-to-face. The constantly quickening pace of business life compels us to also set down the ground rules of our guest/host relationship in written form. You will find our general terms and conditions on the last page.

### **Other information**

Please note that we are unable to offer exclusive bookings for the Eggli Restaurant during regular operating hours (winter and summer). In the spirit of cooperation with the other property owner, restrictions may apply with regard to the regulation of noise levels.

## RENTAL OF EGGLI WITHOUT BDG SERVICES

Should you wish to rent Berghaus Eggli without the services offered by BDG, the following conditions apply (excluding VAT):

Eggli Lounge rental, without inventory, excluding cable car	CHF	3,000.00 per day
Eggli Berghaus rental, without inventory, excluding cable car		
On the day of the event	CHF	12,000.00 per day
Preparation days/ dismantling days	CHF	5,000.00 per day <sup>1</sup>

The following are also available for rental:

Personnel per hour for outside catering (excluding VAT) (surcharge after 0.00 CHF 10):

- Chef CHF 130.00
- Cook CHF 80.00
- Head Waiter CHF 130.00
- Waiter CHF 70.00
- Assistant CHF 60.00
- Hut warden CHF 350.00 per evening
  
- Restaurant cleaning and preparation of rooms at cost, CHF 60.00/hour and employee
- Should it be necessary to close the restaurant earlier:  
CHF 60.00/hour and employee from the time of restaurant closure

Crockery and glasses for outside catering (excluding VAT):

- Glasses CHF 3.00 per glass
- Cutlery CHF 3.00 per course
- Tableware CHF 3.00 per course
- Complete CHF 24.50

Decoration:

Candles, flowers, chair covers, or special requests at cost and by arrangement

Corkage fee per bottle (excluding VAT):

- Wine 5 dl opening CHF 15.00
- Wine 7 - 7.5 dl CHF 35.00
- Magnum Wine CHF 65.00
- Champagne 7- 7.5 dl CHF 65.00
- Magnum Champagne CHF 100.00
- Spirits / Liqueurs 7dl CHF 100.00
- Special alcoholic beverages: Price by arrangement

Cancellation costs:

14 days before 20% / 7 days before 50% / 2 days before 100% of the total amount. The costs are calculated according to the reserved invoice amount.

<sup>1</sup> If other events have to be canceled; otherwise, a flat fee will be charged according to use and duration of use

## RATES FOR SPECIAL TRIPS PROVIDED BY BDG

<b>Eggli Cable Car</b>	<b>Current Rates</b> in CHF excluding VAT
<b>Short events up to 4.5 hours</b> Ascent and descent The package includes 45 minutes of ascent and 45 minutes of descent	CHF 900.00 CHF 300.00 each per additional trip, after the included 45 minutes Additional hours (>4.5), are generally charged at CHF 600.00. This applies to ride and standby time.
<b>Events up to 9.5 hours</b> Ascent and descent The package includes 45 minutes of ascent and 45 minutes of descent	CHF 1.200.00 CHF 300.00 each per additional trip, after the included 45 minutes Additional hours (>9.5), are generally charged at CHF 600.00. This applies to ride and standby time.
Additional extra trips for external staff, florists, bands, DJs, transport of materials, etc.	CHF 300.00 per ride

Regarding train rides, please contact your organizer (BDG or external). Times for all train rides must be finally notified two weeks before the event. Night rides must be notified at least one month in advance.

Please note that due to staff scheduling, in order to comply with all employee rest periods, Sunday and Monday night travel is generally not permitted. Exceptions to this are public holidays that fall on Sunday or Monday. We reserve the right to close the railway system due to a technical defect or force majeure (e.g. wind, avalanches, storm, snowfall, etc.). Safety first applies - rides may be canceled at short notice due to bad/inclement weather.

In the aforementioned cases, there is no obligation for BDG to reorganize the planned event or any similar event. This is the sole responsibility of the organizer of the event/renter or equivalent. The financial risk also lies with the organizer.

Guests on the railway must be dressed appropriately for the weather following the instructions of the Federal Office of Transport. Persons who are not properly dressed or who are heavily intoxicated may be refused transport.

Evening events must always be coordinated with the mountain rescue service and may only be carried out if sufficient rescue personnel are available.

## GENERAL TERMS AND CONDITIONS

### Preparation

#### Basic principles

The General Terms and Conditions (GTC) fundamentally regulate the cooperation between you as the organizer (bride and groom / best man, birthday child, person celebrating an anniversary, seminar leader, organizer, etc.) and Bergbahnen Destination Gstaad AG (BDG).

#### Written contract

In order to define the general terms and conditions in a binding and understandable way for both parties, we will submit an event contract based on your specified requirements.

#### Legal relationship

As a customer, you protect the proprietary and protective rights as well as the image of BDG. As an organizer, you serve your guests (wedding party, concert attendees, seminar participants, birthday guests, etc....). A legal relationship exists only between you and your guests. No legal relationship arises between the visitors and BDG.

#### Permits

If we provide the catering, we have the necessary catering permits. You are responsible for obtaining other official permits (e.g. for concerts).

In principle, all transport is carried out by rail. Only BDG has a right of way to reach the Berghaus with a motor vehicle. All journeys to the Berghaus must be agreed upon in advance with BDG and the relevant road cooperatives and approved by them.

Prior written permission must be obtained from BDG for the following activities:

- Installation of signage, promotions, and flags inside and outside the venue, cable cars, valley station, and surrounding buildings
- Filming
- Conducting raffles, competitions, and sweepstakes
- Use of BDG logos
- Excessive noise pollution

#### Risks

You are responsible for the costs of any necessary security personnel. Heavily intoxicated persons may be refused transport by rail. For the sake of completeness, we point out that compliance with the Narcotics Act is your responsibility.

#### Confirmation

Upon signing the contract/offer and payment of the deposit agreed therein, the event is considered to be definitively booked. (see Other Provisions) A detailed event program (including desired train journeys) must be submitted no later than two weeks before the event. The program can be prepared in cooperation with BDG. The legal/safety restrictions of the railway system must be taken into account at all times.

## **Performance**

### **Event duration**

The duration of the event is the period between the opening and closing of the rooms used. Set-up and dismantling times are generally included in the billable rental period.

### **Event schedule**

The responsibility for the planned event schedule lies with you. Compliance with safety regulations and official requirements is also your responsibility.

### **Deliveries and disposal**

Material deliveries and disposals before, during, and after the event must be notified to BDG at least two weeks in advance. BDG assumes no liability for unannounced deliveries. If transport to the Berghaus is not possible due to weather conditions, BDG assumes no liability for possible consequential damages. In principle, materials can be delivered at the earliest 2 days before the event. For extra trips, we refer to the rates of the railway. The Berghaus is not accessible by road in winter. In summer, a permit must be obtained from BDG and the road cooperative.

You are responsible in principle for the assembly and disassembly of your own materials and that of third parties.

### **Technical equipment and facilities**

If you require additional technical equipment or facilities, we will be happy to support you. However, you are responsible for the assembly and disassembly.

### **Arrival**

Guests are not allowed to drive to the Berghaus by private vehicle. Transportation to the Berghaus is provided by cable car. The parking lot at the valley station is usually available.

### **Use of the slopes (winter)**

The slopes may not be used before and after the closing time of the ski slopes, as well as after slope inspections. The slopes are neither safe nor inspected after the official slope inspections. They are prepared by the snow groomers outside operating hours. Snow groomers with cable winches are particularly dangerous because the ropes traverse the slopes and are not visible.

### **Ascent and descent**

The ascent and descent to the Berghaus is possible, in principle, via a hiking trail. The use of hiking trails is at your own risk. In winter, the Berghaus can also be reached using snowshoes, touring skis, or the like, again at your own risk. We refer to the above point "Use of the slopes". Unless you have appropriate knowledge/experience/training in mountain and snow sports, we recommend you arrive to and depart from the Berghaus by cable car.

### **Access**

The management and the BDG employees commissioned in connection with your event have access to the premises at all times. Visits may also be carried out in the company of the aforementioned persons.

### **Smoking ban / narcotics law policy / alcohol policy**

Smoking is strictly prohibited on our premises (including the valley station, mountain station, and cable cars). For the sake of completeness, we point out that narcotics law must be observed at all times and that this is your responsibility. Heavily intoxicated persons may be refused transport on the cable car.

### **Instructions / expulsion from the premises**

Inside the building, in the stations, and the cable cars, the instructions of the BDG staff must be followed. Failure to comply with the regulations or instructions of BDG staff may result in a warning or even immediate expulsion by the management.

### **Liability**

BDG is only liable for damages in cases of intent or gross negligence. Any liability for auxiliary persons of BDG, in particular also for gross negligence and intent, is excluded in its entirety.

BDG is not liable for claims arising in connection with your event. In the case of equipment failure or incidents that hinder or render the event impossible, BDG is only liable in the case of proven intent or gross negligence. BDG is exempt from all claims incurred by the organizer, its employees, or third parties, in particular guests and participants, on the occasion of the use of the premises and facilities.

If transport by rail is not possible due to weather or other safety-related incidents, BDG assumes no liability for damages/consequential losses and there is no obligation to refund the advance payments made. As the organizer, you are responsible for reorganizing the event.

As the event organizer, you are liable for all damages to the buildings, railway system (including mountain and valley stations and cable cars), surrounding area, furnishings, or inventory of the respective house caused by you, your employees, the event guests or other third parties brought in by you.

BDG may charge you for damages, repairs, and soiling exceeding the normal level.

## **Terms of payment / Other provisions**

### **Offer / Order confirmation**

Confirmed offers/order confirmations are binding for both parties. In the absence of confirmation of the information within the set period, BDG can automatically make the premises available.

### **Deposit**

The exact deposit conditions can be found in your contract. If regulations are not stipulated there, the following applies (excluding VAT):

- Deposit of CHF 2,000 on signing the contract
- Deposit of CHF 60 per registered guest at the latest one month before the event
- Deposit of 50% of the room rent at the latest one month before the event

### **Cancellation**

Cancellations or partial cancellations of services/rentals must be communicated in writing as early as possible. In the case of a complete or, in relation to the event, significant cancellation (> 10% of the sales revenue or the number of guests) for which we are not responsible, the following rates apply (excluding VAT):

- Cancellation 0-7 days before the event: 100% of the deposit owed according to GTC
- Cancellation 8-14 days before the event: 75% of the deposit owed according to the GTC
- Cancellation 15-30 days before the event: 50% of the deposit owed according to the GTC
- Cancellation 31-90 days before the event: CHF 2,500 flat rate

Any expenses incurred by third parties will be charged on a 1:1 basis. In case of a later realization of a similar event by the same organizer within 6 months, 50% of the cancellation costs will be charged (excluding expenses of third parties). This does not apply to no-shows.

### **Final invoice**

The final invoice for the purchased services can be paid on-site or against invoice within 15 days. In case of a foreign billing address, payment on-site or in advance is required.

### **Amendments or supplements to the contract / severability clause**

Changes or additions to the General Terms and Conditions must be made in writing. Unilateral amendments or supplements are invalid.

Should individual provisions of these General Terms and Conditions be invalid, this does not affect the validity of the remaining provisions. An invalid, ineffective, or unenforceable part of the General Terms and Conditions is to be replaced by a valid, effective and enforceable provision that comes closest in terms of content to the original intention of the parties.

### **Applicable law / place of jurisdiction**

Swiss law is exclusively applicable to all contracts concluded under these General Terms and Conditions.

The parties agree that Thun is the exclusive place of jurisdiction for all disputes arising from these contracts.

Bergbahnen Destination Gstaad AG, 1.7.2022