

General Terms and Conditions (GTC) of Garbald GmbH

These General Terms and Conditions are an integral part of the contract between the Organiser and Garbald GmbH (hereinafter referred to as Villa Garbald Seminar Centre). The Organiser agrees to these terms and conditions and accepts liability for compliance with them by confirming the reservation. The General Terms and Conditions of the Organiser shall not apply.

All previous GTC hereby lose their validity.

0. General information

The rooms of the historic Semper Villa Garbald and the modern Roccolo, together with the park-like garden, offer an ideal environment for contemplation and work for all those seeking tranquility, inspiration, concentration and creative exchange. The entire Villa Garbald complex is available exclusively to led study groups as a Seminar Centre for the duration of their project or retreat. The Organiser commits to using the listed property with the appropriate care.

1. Reservation

1.1 A contract is concluded between the Organiser and the Villa Garbald Seminar Centre when both the reservation and the confirmation of reservation have been made in writing (e-mail).

1.2 Subsequent changes to the content of the contract are only binding if they have been confirmed in writing by the Villa Garbald Seminar Centre.

1.3 Arrival/departure: On the day of arrival, the reserved rooms are generally available from 15:00. On the day of departure, the rooms must be vacated after breakfast by 9.30 a.m. at the latest. Potential extensions must be agreed in advance with the management.

2. Number of participants

2.1 The Organiser is requested to communicate the number of participants at the time of registration. The minimum number for groups is 8 participants.

2.2 The definitive number of participants must be communicated up to 90 days before the start of the event and serves as the basis for invoicing. If there are more people than registered, please inform us as early as possible. We will do our utmost to accommodate the additional guests. Allergies and intolerances must be notified to the management two weeks before the stay on the basis of a list of participants.

2.3 If the group is smaller than stated at the start of the seminar, the Organiser will be charged for the number of participants definitely registered. If the number of participants is higher than the number definitely registered, the actual number of participants will be invoiced.

3. House Rules

3.1 The Organiser commits to comply with the House Rules and the GTC, which form an integral part of the contract, and to communicate them to the participants.

3.2 Smoking including smoking with e-cigarettes, heat-not-burn-tobacco, etc. is strictly prohibited in all rooms and premises.

3.3 Pets are not permitted in the Villa Garbald Seminar Centre.

3.4 The Villa Garbald Seminar Centre anticipates that all participants stay overnight and eat at the Seminar Centre. Food and drinks brought along (picnic) may not be consumed anywhere on the seminar premises.

3.5 A coffee and drinks station and a refrigerator are available next to the seminar room in the Rocolo.

3.6 The use of the kitchen infrastructure in the Villa Garbald is not permitted.

3.7 The usual precautionary measures must be observed and the instructions of the management must be followed. In the event of non-compliance with due care, the instructions and/or other conditions set out in the GTC, an event may be terminated immediately at the Organiser's expense following a single warning.

4. Terms of payment

4.1 The confirmed prices and conditions are binding and will be invoiced after the stay. Any services or goods ordered or used by the Organiser over and above the order confirmation shall be invoiced additionally.

4.2 All invoices must be paid within 30 days by payment slip or in cash on departure. Credit cards cannot be used as a means of payment.

4.3 On departure, the Organiser shall check that all extra costs have been paid. If the participants' consumptions (minibar/wine) are settled individually, these must be paid in cash and on site before departure.

5. Cancellation conditions

5.1 In the event of a cancellation, the Organiser must notify this in writing (by e-mail). The date of receipt of the written cancellation by the management of the Villa Garbald Seminar Centre is decisive for the calculation. Verbal cancellations will not be accepted.

5.2 Cancellation fees

<u>Period before the start of the event</u>	<u>Cancellation fees</u>
Up to 90 days	free of charge
89 - 60 days before the start of the event	66% of the infrastructure costs*
Less than 60 days before the start of the event	100% of the infrastructure costs*

5.3 If the Seminar Centre can be sublet to the same extent for this period, no cancellation costs will be charged. The Villa Garbald Seminar Centre reserves the right to charge a processing fee of CHF 350.

5.4 The infrastructure costs* are calculated on the basis of the accommodation fees valid at the time the contract is concluded, excluding cost of meals.

6. Termination by the Villa Garbald Seminar Centre

6.1 If the Villa Garbald Seminar Centre has strong reasons to believe that the safety of its employees or guests, the proper conduct of business or its reputation could be jeopardised by a planned or ongoing event, the management may cancel the contract at any time in advance without compensation, or terminate it during the event at the expense of the Organiser.

6.2 At force majeure, the Villa Garbald Seminar Centre is entitled to terminate the reservation agreement at any time without compensation.

6.3 Under no circumstances can the Organiser assert claims for damages against the Villa Garbald Seminar Centre.

7. Data protection

7.1 The data protection declaration of the Villa Garbald Seminar Centre in the version valid at the time of conclusion of the contract shall always apply (<https://www.garbald.ch/de/datenschutz>).

8. Liability

8.1 The Organiser shall be fully liable for any damage, heavy soiling or loss caused by him or his participants in the rented rooms, the furnishings and the inventory during the event, without a prove of fault being required.

8.2 The display of information material outside the conference room must be agreed with the management. In the conference room itself, the information material must be affixed in such a way that no damage is caused to the walls, doors or window frames (no drawing pins, screws etc.).

8.3 On departure, the seminar infrastructure must be checked with the management. The Organiser is responsible for the correct handling and proper return.

8.4 The Organiser is responsible for any necessary insurance of items brought along. The Villa Garbald Seminar Centre declines all liability towards the Organiser and its participants for theft of or damage to items brought onto the premises by guests and/or third parties.

9. Changes to the General Terms and Conditions

9.1 These General Terms and Conditions are subject to change without notice. Check the official website for the latest information.

9.2 Use of the Seminar Centre Villa Garbald after changes to these General Terms and Conditions constitutes consent to the amended agreement.

9.3 Notwithstanding the preceding paragraph, the conditions prior to the change shall apply to contracts concluded prior to the change of these Terms and Conditions.

9.4 Any matters not stipulated in these General Terms and Conditions shall be governed by law and general practice.

Castasegna, 17 November 2023

Garbald GmbH