

# General Terms of Business

## 1. Scope

The restaurant ALTES TRAMDEPOT belongs to Altes Tramdepot Brauerei Restaurant AG. These General Terms of Business (henceforth abbreviated to **GTBs**) govern the legal relationship between the guests and Altes Tramdepot Brauerei Restaurant AG for events with pre-ordered services in the restaurant ALTES TRAMDEPOT.

## 2. Offer, definitive reservation

We may prepare an offer for events according to your wishes. The consideration period is **limited according to the offer** (maximum of 14 days). All offered rooms, areas/zones or capacities are deemed **provisionally** reserved for you during this period. Following expiry of the consideration period, the restaurant ALTES TRAMDEPOT may choose to pass on the offering to other prospective customers.

For a definitive reservation, sign and return the enclosure to the offer “**Definitive Reservation**” to us. In doing so, you declare your agreement with the offer and these GTBs.

**IMPORTANT:** If an **advance payment** is required according to point 2.3, this payment must be transferred **within 3 workdays** of invoice receipt. Your event is only considered definitive once payment has been received. We shall subsequently confirm your event and receipt of the advance payment. Should the advance payment fail to reach us in due time, our offer and its contents will expire.

### 2.1 Expected total

For banquets, the following amounts are charged per person (including VAT):

Lunch	CHF 40.00	Aperitif and lunch	CHF 45.00
Aperitif	CHF 40.00		
Dinner	CHF 70.00	Aperitif and dinner	CHF 80.00

Prices for seminars, room rental and other services shall be stated in the offer.

### 2.2 Minimum revenue guarantee

For exclusive events after 17.00 hrs a minimum revenue guarantee of CHF 3'500.00 is applicable for the booking of our venue on the first floor:

With exception of:

November and December (Wednesday – Saturday in the evening), the minimum revenue guarantee (MRG) applicable is as below:

**Wednesday** CHF 4'000.00      **Thursday – Saturday** CHF 5'000.00

This amount is for the consumption of food and beverages (including VAT). If the MRG is not reached, the difference shall be charged as a rental expense.

### 2.3 Advance payment

For events **from 30 guests**, we require an advance payment between **1 October and 31 January**. We charge **50% of the expected total** (2.1) or **50% of the applied MRG** (2.2) as the advance payment. The amount to be paid shall be indicated in the offer. An advance payment shall not be refunded if the event is cancelled. However, it may be credited to a different event of the same event organiser **within 280 days**. The advance payment shall lapse after this period.

**Please also note the terms of cancellation in point 11.** (11.1-11.4) hereinafter.

### 2.4 Extraordinary circumstances / force majeure

If an event cannot be conducted by the restaurant ALTES TRAMDEPOT as a result of extraordinary circumstances or force majeure, it may be postponed by a maximum of 280 days without cancellation costs. An advance payment shall be fully credited (100%) on the alternative event day. The advance payment shall lapse after this period.

### 3. Coordination of details

The earlier we are informed about your expectations for the event, the more effectively we will be able to fulfil them. Our sales department will be happy to assist you with any wishes and questions. Please note that you must inform us about the following information, by telephone or email, **no later than 7 workdays** prior to your event:

- Selection of food and beverages (consistent menu, possibly with a vegetarian option for the main course)
- Number of people for dining (including number of vegetarian menus)
- Schedule (for banquets including speeches, show performances or similar)
- Method of payment and the exact invoice address
- Further important information on your part

Changes at short notice to confirmed services (menu, seating, etc.) cannot be guaranteed and may result in additional costs.

### 4. Choice of dishes

Please decide on a consistent menu with at least three courses. Naturally, you may choose a vegetarian option for the main course. Our Tramdepot documentation, the lunch menus for groups as well as our menus are separate documents. The dishes from these different documents may not be combined.

### 5. Changes to the number of guests

The number of guests stated in the offer is used as the calculation basis for the **expected total revenue**. The definitively disclosed number of guests (7 workdays in advance) forms the basis for the purchase, production and planning and shall be charged. We shall accept changes to the number of guests of a maximum of 10% **up to 2 days** before the event. For changes requested **within 1 day** of the event, changes of 5% are possible for pre-ordered menus; in the case of aperitif and seminar packages, we shall not allow any changes within 48 hours of the event.

### 6. Placement

Our chef de service shall decide on where the event will take place, depending on the season, weather and your definitive number of guests. If rooms have been definitively confirmed, this point shall not apply.

### 7. General conditions

Delays of **more than half an hour** must be reported to our sales department or the chef de service. Otherwise, **we are permitted to charge** the additional staffing costs **incurred to us**.

The placement of posters etc. on walls and windows in the rooms is not permitted. Should you wish to display posters, signs, objects, etc., we will be happy to provide technical aids for this purpose.

### 8. Liability

As a rule, the restaurant ALTES TRAMDEPOT declines any liability for damages or the loss of items owned by guests or third parties. Their insurance against damage and/or loss is the responsibility of the guests or respectively the third parties. The restaurant ALTES TRAMDEPOT remains liable for property damages culpably caused by staff during the event.

### 9. Prices

All prices are stated in Swiss francs and are valid for the current calendar year including VAT. The offered prices do not include technical support. We reserve the right to make price changes.

### 10. Payment conditions

An advance payment shall be deducted from the final amount. We accept the following forms of payment for the remaining amount or the total amount (without advance payment): cash payment, Maestro, PostFinance card, all common credit cards or payment by invoice. The event organiser undertakes to settle an invoice within 30 days of the invoice receipt without any deductions. **Collection of individual payments at events is not possible.**

#### 10.1 Payment conditions for new customers abroad

We shall issue you a prepayment invoice prior to the event. This is payable no later than 30 days prior to the event. Invoice basis: 80% of the expected menu or seminar revenue. As soon as we have received the prepayment, the event is deemed confirmed by us.

## 11. Terms of cancellation / compensation for cancellation at short notice

We must receive cancellations in writing. By cancelling, the event organiser withdraws from the contract. In this case, the restaurant ALTES TRAMDEPOT reserves the right to charge a **flat-rate compensation** according to **points 11.1 to 11.4** for the costs/expenses incurred and losses or revenue, regardless of the grounds for cancellation and in the absence of an agreement to the contrary. The flat-rate compensation is determined according to the expected total pursuant to point 2.1 or respectively the MRG pursuant to point 2.2.

The following rates apply to the **flat-rate compensation** in case of cancellation by the event organiser at short notice:

### 11.1 Banquets and aperitifs in the restaurant, “Kesselhaus” and “Braustübli” for up to 29 guests

More than 7 days in advance	<b>no costs</b>
7-3 days in advance	<b>50% of the expected total</b>
2-1 day(s) in advance	<b>75% of the expected total</b>
On the day of the event	<b>100% of the expected total</b>

### 11.2 Banquets and aperitifs in the restaurant, “Kesselhaus” and “Braustübli” from 30 guests

More than 30 days in advance	<b>no costs</b>	if an advance payment was charged, see point 2.3
30-15 days in advance	<b>25% of the expected total</b>	or <b>50% of the advance payment*</b>
14-8 days in advance	<b>50% of the expected total</b>	or <b>100% of the advance payment*</b>
7-3 days in advance	<b>75% of the expected total</b>	
2-0 days in advance	<b>100% of the expected total</b>	

### 11.3 Events in the hall on the first floor without MRG

More than 30 days in advance	<b>no costs</b>	if an advance payment was charged, see point 2.3
30-20 days in advance	<b>50% of the expected total</b>	or <b>100% of the advance payment*</b>
19-10 days in advance	<b>75% of the expected total</b>	
9-0 days in advance	<b>100% of the expected total</b>	

### 11.4 Events in the hall on the first floor with MRG

More than 60 days in advance	<b>no costs</b>	if an advance payment was charged, see point 2.3
60-0 days in advance	<b>100% of the MRG</b>	(according to the offer/confirmation)

\*if an advance payment was settled

**Additionally, certain incurred costs** (ordered goods, technology, etc.) may be billed in the event of cancellation.

If the event organiser has settled an advance payment, the compensation shall be offset (pro rata) with the advance payment. If the event organiser has not settled an advance payment or the compensation amount is greater than the advance payment, the compensation or respectively the remaining difference in favour of the restaurant ALTES TRAMDEPOT shall be billed to the event organiser.

## 12. Applicable law and jurisdiction

These General Terms of Business and the contracts concluded on the basis hereof are subject to **Swiss law**. The place of fulfilment and exclusive jurisdiction is **Bern**.