



## General terms and conditions of the Executive Campus HSG of the University of St.Gallen

### 1. General information

The following general terms and conditions of business (GTC) shall apply to the conduct of all seminars in the Executive Campus HSG of the University of St.Gallen (WBZ) and to the procurement of all services as part of or independently of such seminars.

Seminar rooms or rooms in the HSG Alumni House can be booked in the Executive Campus HSG for the conduct of seminars or other agreements concluded for services. Reservations and agreements between the organiser, individual seminar participants or an individual guest and the Executive Campus HSG shall only become valid upon written confirmation by the Executive Campus HSG. Agreements for large seminars shall require signature by both parties.

Normally, the Executive Campus HSG shall adjust its prices annually. Therefore, the prices cannot be confirmed for more than 12 months in advance. The prices shall be disclosed at an early stage and become valid after 14 days.

The terms of use of the University of St.Gallen (HSG), the house rules of the HSG and other regulations of the HSG Alumni House shall be part of these GTC.

### 2. Mode of payment

Unless otherwise agreed in writing, invoices of the Executive Campus HSG must be paid net within 30 days from the date of invoice. The Executive Campus HSG shall be entitled to demand advance payments.

### 3. Seminars

#### 3.1. Beginning and end

Seminars shall begin with the setup of the equipment and end with its disassembly. The costs for assembly or disassembly shall be charged to the organiser. The organiser shall ensure timely settlement of the setup and disassembly of the equipment.

#### 3.2. Room reservations, alterations and annulments

The Executive Campus HSG shall reserve the right to alter the assignment of rooms on account of construction work, altered number of persons, etc.

In the event of alterations of room reservations by the Executive Campus HSG that occur more than three months before the seminar date, the room rent shall be adjusted according to the pricelist. After the organiser receives the information, it can rescind the agreement within seven days. Short-term alterations of room reservations, i.e. alterations up to three months before the seminar shall be made free-of-charge if this involves an upgrade. In the event of assignment to rooms with a lower room rent, the price shall be adjusted pursuant to the pricelist.

If the organiser cancels the seminar and the Executive Campus HSG is not culpable, the organiser shall bear the costs:

- Cancellation more than 90 days before the seminar date: a processing fee of CHF 100.-- shall be charged. We do not levy any fee for single postponements and booking changes.

- Cancellation between 90 and 30 days before the seminar date: 50% of the agreed room rent shall be charged.
- Cancellation between 29 and 0 days before the seminar date: 100% of the agreed room rent shall be charged.

A corresponding discount shall be granted if the Executive Campus HSG is able to rent the rooms otherwise in the event of a cancellation. The organiser must at any rate pay for any special services agreed, which become useless as a result of the cancellation.

The cancellation must be in written form and confirmed by the Executive Campus HSG.

#### 3.3. No subletting

Subletting of rooms by the organiser shall not be permitted.

#### 3.4. Obligations of the organiser

The organiser shall be responsible for damage to and theft of the property of the Executive Campus HSG. The organiser must bear the costs of disproportional wear and soiling of rooms or furnishing in the Executive Campus HSG. Labelling and decoration shall only be permitted with approval of the Executive Campus HSG management.

The organiser must provide for appropriate insurance coverage and promptly provide written confirmation of insurance on request. This applies in particular to the insurance of exhibition objects and other property of the organiser or the seminar participants and for personal injury insurance.

The organiser shall make provision for security precautions for people and property and discuss and agree to these in advance with the centre management (e.g. services of Securitas AG, stewards, barriers, etc.). Should the organiser fail to meet this obligation after being reminded, the Executive Campus HSG shall be entitled to implement the precautions at the expense and risk of the organiser.

The organiser shall dispose of the seminar or other event documentation properly after the seminar has been carried out.

#### 3.5. Trademarks

Newspaper adverts and other advertising for seminars in the Executive Campus HSG shall require prior written approval of the management of the Executive Campus HSG. In the event of publication without approval, the Executive Campus HSG can cancel the seminar (cf. Art. 6 GTC).

#### 3.6. Additional services and services of third parties

Additional services handled by the Executive Campus HSG for the organiser shall be charged at an hourly rate of CHF 90.-- This shall include preliminary technical explanations, disposal and cleaning work, administrative work and extraordinary installation work, etc. exceeding the normal extent.

The Executive Campus HSG shall act in the name and on the account of the organiser for technical or other equipment and other services procured by the Executive Campus HSG on behalf of the organiser. The organiser shall in particular be



liable for the careful treatment and proper return of objects procured and indemnify the Executive Campus HSG from all third party claims.

### 3.7. Disclaimer

The Executive Campus HSG shall not be responsible for the conduct of seminars and their contents. If legally permissible, the Executive Campus HSG shall exclude all liability in connection with the conduct of seminars or the procurement of services in the context of such seminars. The organiser shall indemnify the Executive Campus HSG accordingly from all claims of the seminar participants or third parties.

### 4. Overnight stays in the HSG Alumni House

If possible, seminar participants and other guests shall be accommodated in the HSG Alumni House. In the event of capacity bottlenecks, the Executive Campus HSG shall be entitled to accommodate guests in partner hotels of a comparable category.

#### 4.1. Group reservation, cancellations

A room contingent shall be converted into a group reservation after notification of the organiser 90 days before the arrival of the guests. From this time, the organiser shall assume the risk of any cancellations, irrespective of whether the rooms are paid for by the organiser or the participants. If the organiser cancels the group reservation, he shall bear the following costs:

- Cancellation up to 60 days before the date of arrival: free cancellation of the group reservation shall be possible.
- Cancellation up to 59 - 30 days before the date of arrival: 50% of the cancelled rooms and nights shall be charged.
- Cancellation between 29 - 0 days before the date of arrival: 100% of the cancelled rooms and nights shall be charged.

The Executive Campus HSG shall grant the option during the entire cancellation period to cancel up to 15% of the group reservation of rooms free-of-charge.

A corresponding discount shall be granted if Executive Campus HSG is able to rent the rooms otherwise in the event of a cancellation. The cancellation by the organiser must be in written form and confirmed by the Executive Campus HSG.

#### 4.2. Single reservation, cancellation

If guests cancel overnight stays, they shall bear the following costs:

- Cancellation up to 6.00 p.m. on the day before arrival: free cancellation shall be possible.
- Cancellation after 6.00 p.m. on the day before arrival: 100% of the room price shall be charged of the first night.
- In the event of failure to appear (no-show): 100% of the room price including the confirmed restaurant services shall be charged.

The cancellation by the guest must be in written form and confirmed by the Executive Campus HSG.

### 5. Exclusion and cancellation

The Executive Campus HSG shall refrain from leasing rooms and facilities in particular if there is reason to fear

- harm to the reputation of the Executive Campus HSG;
- impairment of Executive Campus HSG operations;
- excessive use of the Executive Campus HSG site and equipment;
- threat to the security of the Executive Campus HSG.

If the Executive Campus HSG has well-founded grounds to assume that one of these cases may occur, the Executive Campus HSG shall be entitled to cancel the event without compensation. Payments already made shall be reimbursed unless fault of the organiser necessitates the cancellation.

### 6. Restaurant services, cancellation

Food and drink must be obtained exclusively via the restaurant partner of the Executive Campus HSG.

The organiser shall report the definitive number of people for the receipt of restaurant services at the latest three working days before the seminar date. The number reported shall be charged. In the event of a reduction in the number reported or cancellation of the entire order of restaurant services, the agreed-upon services shall be charged as follows:

- In the case of daily flat-rates:
  - 3 - 2 days before the seminar date: 30% of the flat rate shall be charged.
  - 1 - 0 days before the seminar date: 100% of the flat rate shall be charged.
- In the case of banquets, standing dinners, aperitifs, etc.:
  - 3 - 2 days before the seminar date: 50% of the restaurant services agreed shall be charged.
  - 1 - 0 days before the seminar date: 100% of the restaurant services agreed shall be charged.
  - The time you indicated for the beginning of the event is binding to us. Additional personnel costs due to a delay of more than 15 minutes will be billed.

A reduction in the number reported or cancellation by the organiser must occur in writing and be confirmed by the Executive Campus HSG.

### 7. Other provisions

#### 7.1. Massages

The relaxation massages offered are intended exclusively for well-being and do not constitute medical or therapeutic treatment. The guest is obliged to inform the practitioner prior to the massage of any existing pregnancy as well as any health conditions, limitations, or illnesses that may be relevant to the performance of the massage (in particular cardiovascular diseases, acute inflammations, skin conditions, thrombosis, or recent surgeries). By booking a massage and agreeing to these General Terms and Conditions, the guest confirms that they are in a state of health that permits the performance of a relaxation massage, or that they have fully disclosed any relevant information in advance. WBZ accepts no liability for damages or health impairments resulting from incomplete, omitted, or inaccurate information provided by the guest.

#### 7.2. Items found

Items found belonging to the organiser, seminar participants or other guests shall be sent on in the case of clear ownership and knowledge of the residential or business address. The organiser, seminar participants or guest shall bear the costs and risks for forwarding. The items found shall be preserved for a maximum of 12 months. Where ownership is not clear, the items shall be disposed of after expiry of the deadline.

#### 7.3. Ban on smoking

There is an absolute ban on smoking in the premises of the Executive Campus HSG and HSG Alumni House.



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

These GTCs shall be subject to Swiss law to the exclusion of conflict of law provisions. The place of jurisdiction for all disputes arising from these GTC shall be St.Gallen, Switzerland. The Executive Campus HSG shall also be at liberty to sue the organiser at the place of residence or business location of the organiser. Divergent agreements must be in writing.

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