

# Terms and conditions of sale

# **CONTENTS**

A.	GENERAL	P.1 à 4
В.	GROUPS & EVENEMENTS	P. 4 à 12
C.	GIFT VOUCHERS	P.12 à 13







# A. GENERAL

#### 1. CHECK-IN / CHECK-OUT TIMES

- Rooms are available from 15:00 on the day of arrival and must be vacated by 12:00 on the day of departure.
- For departures after 12:00 and arrivals before 15:00, additional charges will apply.
- Check-in before 15:00 can be guaranteed, provided the previous night has been booked at the confirmed rate or an early check-in has been paid in advance.

### 2. BREAKFASTS

Buffet breakfast is not included in the basic rate and is served from 7am to 10am in our O'terroirs restaurant for CHF 36.00. Room service is available from 6.30am to 11.30am.

A surcharge of 20% is applied to the usual breakfast rate, i.e. CHF 36.00 + 20%.

#### 3. MINIBAR

All our rooms are equipped with a minibar. Only soft drinks (non-alcoholic) available on arrival are free of charge.

### 4. **BOOKING CONFIRMATION**

To guarantee your room reservation, please provide a credit card number and expiry date. VISA, MASTERCARD, AMERICAN EXPRESS and DINERS are accepted.

In the event of payment being made by a person other than the occupant of the room, proof of identity in the name of the credit card used will be required.

# 5. VAT AND TOURIST TAX

Our prices include VAT at 8.1% for services and 3.8% for accommodation. We reserve the right to change prices at any time. Prices shown in foreign currencies are indicative and may vary according to daily exchange rates. These percentages are applicable in the current year and may be subject to change without prior notice.

The tourist tax is CHF 4.20 per person per day.

# 6. ROOM SERVICE

# 6.1 Orders and operating hours:

Please consult the room service menu to find out what dishes are available and when you can order them.

# 6.2 Service charges:

A surcharge of 20% will be applied to the usual rate.

# 6.3 Terms of payment:

Payment for room service must be made at check-out by cash or credit card.

At the time of booking, credit card and identity card details may be requested to secure the room reservation, including any additional room service charges.



# 6.4 Order cancellations and changes:

Charges may be applied, in whole or in part, in the event of cancellation or modification of the order.

# 6.5 Responsibility for the order:

Customers are asked to check their order carefully on receipt and to sign the ticket for validation.

# 6.6 Health and safety:

Food safety and hygiene standards are strictly adhered to when preparing and delivering room service items.

#### 7. CONCIERGERIE

The concierge service undertakes to treat all information provided by customers as confidential. No information will be disclosed to third parties without the customer's prior consent, except in the event of a legal obligation.

Detailed information about each service is available on our website.

For all other requests, please contact our reception.

### 8. CLEANING SERVICE

If you wish to postpone the room cleaning service, please ask at reception.

### 9. EXTRA BED, COT

On request and subject to availability, we can provide a cot or extra bed in the rooms. There is a charge of CHF 100.00 for the extra bed. The cot is free of charge.

# 10. DUTY OF CARE AND RESPONSIBILITY

The customer is obliged to use the rented item with the utmost care. The customer or the company shall be liable for any material damage caused.

# 11. LOSS OR THEFT

The hotel declines all responsibility in the event of theft or loss.

### 12. LOST ITEMS

If an item is forgotten, the hotel undertakes to label it and then store it if it is non-perishable. The hotel will keep the item in question for a maximum of 3 months. The customer may ask for the item to be sent by post, at his/her own expense, and the hotel declines all responsibility in the event of damage.

# 13. KEY REPLACEMENT POLICY

If you lose your room key, a replacement fee of CHF 150.00 will be charged at check-out. This fee covers the cost of making a new key and the necessary security measures.

# 14. NON-SMOKING POLICY

Our establishment is entirely non-smoking. Smoking is strictly prohibited in both public areas and bedrooms. Any breach of this rule will incur a charge of CHF 150.00.

# 15. PETS

Dogs only are allowed in the rooms for a fee of CHF 30.00 per pet per night. The hotel reserves the right to charge an additional cleaning fee if the room occupancy rules are not respected.



For reasons of hygiene, customer comfort and allergy prevention, dogs of any size are not allowed in the O'terroirs gourmet restaurant during lunch and dinner.

#### **16. FOOD DELIVERY**

Our establishment has two dining areas. No outside food may be delivered, failing which you will be charged CHF 50.00 per person in your room and per delivery. If you have any questions or requests, please do not hesitate to contact our staff.

### 17. PARKING

CHF 35.00 per night and per vehicle (excluding buses). For any special requests, please contact us.

#### 18. B-SPA

Our relaxation area offers hotel guests free access to a fitness room open from 6am to 11pm. The hammam is also open from 6:00 to 23:00 every day, booking required at reception.

Access to our hammam is for private use only, so we strongly recommend that you book in advance to guarantee availability.

Massages are available from 9am to 6pm. Please book with reception.

#### 19. RESTAURANTS

Restaurant O'terroirs is open every day from 12:00 to 13:30 and from 19:00 to 21:00. Our restaurant is closed on Sunday and Monday evenings. The Véranda-Bar is open from 11.30am to 10.30pm, 7 days a week. Reservations must be made by calling +41 32 723 15 15, by email to info@beau-rivage-hotel.ch or via The Fork for our restaurant only.

# **20. NEWSLETTER**

# 20.1 Confidentiality:

Your personal data will be treated as confidential and will not be shared with third parties without your consent.

# 20.2 Receiving emails:

By subscribing, you agree to receive periodic emails from us, including information, promotions and news related to our products/services.

#### 20.3 Unsubscribe:

By subscribing, you agree to receive periodic emails from us, including information, promotions and news related to our products/services.

# 20.4 Data protection:

We comply with current data protection laws and implement measures to ensure the security of your information.

#### 20.5 Modification of conditions:

We reserve the right to change these conditions at any time. Changes will take effect as soon as they are published on our website.

### 21. TERMS OF PAYMENT

Payment must be made on check-out.



The following methods of payment are accepted at the Beau-Rivage Hotel: bank card (subject to signature of a payment authorisation form with proof of identity), bank transfer and virtual cards. Our hotel accepts the following currencies Euro, US dollar, Canadian dollar, pound sterling and yen. Other currencies are not accepted.

Cheques are not accepted. Cash payments are only possible if the customer goes directly to the hotel.

#### 22. CONFIDENTIALITY

Your personal data will be treated with the utmost care and will only be shared with third parties required to provide our services. We are committed to protecting the confidentiality of your data in accordance with current standards.

# 23. CANCELLATION POLICY

# Single room

Bookings must be cancelled at least 24 hours before the date of arrival, i.e. by 3 p.m. (Swiss local time) the day before.

In the event of cancellation not complying with the above conditions, the stay will be charged.

Cancellation conditions applicable to groups and events are detailed in articles B.3 and B.4.

# **B. GROUPS & EVENEMENTS**

#### 1. DETAILED INFORMATION

# Information required to manage the group

Please send us the following details at least 14 days before the date of the event (for events with more than 40 guests or requiring accommodation, a minimum of 20 days is required):

- The number of participants and the rooming list containing everyone's name, with the room categories allocated.
- Detailed information, including passport number, ID, home address, telephone number and email address. (Recommended for groups of more than 10 people to facilitate check-in and compulsory for groups of more than 15 people).
- Detailed programme (arrival and departure times, outings, visits....
- For each group request, the hotel must receive the following information in order to draw up a quotation with a proforma invoice:
- The company's billing address and the name and contact details of the person to whom the invoice should be sent.
- The type of cover required (full, partial or \*no cover).
- For group requests without cover, the customer must provide a bank card to the hotel to guarantee the reservation. Proof of a bank transfer is also accepted.
- Choice of menu and selection of drinks required.
- The format and layout of the room required (e.g. U-shaped, theatre, royal table, cocktail, etc.).
- The times of the event and/or the availability of the room.
- The desired decoration.



The technical equipment required.

# Changing the number of guests:

You can change the number of guests in relation to that established by the last contract signed up to :

- 1 week before the date of the event for groups with a pre-defined menu.
- 72 hours before the date of the event for groups with a menu with choice on the spot, coffee break, canapés or without catering.

The hotel reserves the right, at the last minute, to change the allocation of lounges or rooms in the event of a technical problem or major emergency.

# 2. PRICE

- Our prices include service and VAT.
- We reserve the right to change prices at any time.
- Our services are applicable in the current year and may be subject to change without prior notice.

### 3. CANCELLATION CONDITIONS EVENTS & SEMINARS

# These cancellation conditions apply to our private rooms and catering.

A conference or banquet must be cancelled in accordance with the following conditions:

- 0 to 30 participants: Announcement no later than 30 days before the date of the event.
- From 30 participants: Announcement no later than 45 days before the date of the event.

If the above deadlines are not met, a cancellation fee will be charged in accordance with the following conditions:

# From 0 to 30 participants:

- Cancellation 21 to 30 days before: 50% of the total cost of the services agreed in the contract
- Cancellation 11 to 20 days before: 75% of the total cost of the services agreed in the contract
  - Cancellation 0 to 10 days before: 100% of the total cost of the services agreed in the contract

# For groups of 30 or more:

- Cancellation 26 to 45 days before: 50% of the total cost of the services agreed in the contract
- Cancellation 11 to 25 days before: 75% of the total cost of the services agreed in the contract
- Cancellation 0 to 10 days before: 100% of the total cost of the services agreed in the contract

Services provided in advance by the Beau-Rivage Hotel must be paid for in all cases. The



Beau-Rivage Hotel reserves the right to define individual cancellation conditions in its contracts.

#### 4. CANCELLATION POLICY ACCOMMODATION

The cancellation conditions below apply if a reservation for our rooms is cancelled, if the customer does not show up or if the room is vacated before the agreed date.

# Single room (maximum 3 rooms)

Reservations for single rooms must be cancelled at least 24 hours before the date of arrival, i.e. by 3 p.m. (Swiss local time) the day before.

In the event of cancellation not complying with the above conditions, the stay will be billed.

# Group bookings (4 rooms or more)

Group bookings of 4 rooms or more must be cancelled in accordance with the following conditions:

- O Between 4 and 10 rooms inclusive: at least 14 days before the date of arrival For example, if you wish to arrive on 15 September, you must cancel before 1 September.
- o Between 11 and 20 rooms inclusive: at least 30 days before the date of arrival For example, if you wish to arrive on 15 September, you must cancel before 16 August.
- From 21 rooms: at least 45 days before the date of arrival.

  For example, if you wish to arrive on 15 September, you must cancel before 1 August.

# Group cancellation fee (for 4 rooms or more)

If bookings are cancelled after the above-mentioned deadlines, the customer must pay the charges according to the following conditions:

#### 4 and 10 rooms including:

If you cancel between 6 and 14 days before the arrival date, 75% of the total amount of the services agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel between 1 September and 9 September (i.e. between 14 days and 6 days before arrival) you will have to pay a cancellation fee.

From 6 days before arrival: 100% of the total amount of the services/products agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel after 9 September (less than 6 days before arrival) you will be charged a cancellation fee.

#### • Between 11 and 20 rooms including:

If you cancel between 20 and 10 days before the arrival date, 75% of the total amount of the services agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel between 25 August and 5 September (10 days before arrival) you will be charged a cancellation fee.

From 10 days before arrival: 100% of the total amount of the services/products agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel on or after 6 September (less than 10 days before arrival) you will be charged a cancellation fee.

#### • From 21 rooms including:

If you cancel between 45 and 30 days before the arrival date, 75% of the total amount of the



# services agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel between 1 August (45 days before) and 15 August (30 days before) you will be charged a cancellation fee.

From 30 days before arrival: 100% of the total amount of the services/products agreed in the contract will be charged.

For example, for an arrival on 15 September, if you cancel on or after 16 August (less than 30 days before arrival), you will have to pay a cancellation fee.

All services provided in advance by the Beau-Rivage Hotel and its partners must be paid for in full in all cases of cancellation.

The Beau-Rivage Hotel reserves the right to define individual cancellation conditions in its contracts.

The organiser must notify the Beau-Rivage Hotel in writing of any cancellation of a reservation within the specified period. Cancellation requests made by telephone will not be accepted.

### 5. TERMS OF PAYMENT

The following methods of payment are accepted at the Beau-Rivage Hotel: bank card (subject to signature of a payment authorisation form with proof of identity), bank transfer and virtual cards.

# Advance payments

The hotel reserves the right to request a guarantee (advance payment or valid credit card number) before each reservation. For all bookings, a deposit of at least 80% of the estimated total bill will be required:

- 50% on signing the contract.
- 30% two weeks before arrival.
- Last-minute bookings: If the booking is made less than one week before the arrival date, a deposit of 80% will be required on signing the contract.

# Payment on invoice after the participants' departure

The Beau-Rivage Hotel reserves the right to decide whether the customer may pay for the entire stay by invoice. The customer may not impose his or her own terms of payment; the terms of payment must be clearly defined before the contract is signed.

The Beau-Rivage Hotel does not send invoices outside Switzerland. If the organiser is domiciled abroad, the full amount of the invoice will be requested before the event. All additional expenses incurred during the event must be paid upon departure.

# 6. EVENT & SEMINAR MENUS

# **Choice of menus:**

All menus are subject to change. Our Events & Seminars Manager, or our Head Chef, will be happy to answer any questions you may have.

Orders are placed every Friday before midday, so please let us know your choice of menus no later than the Thursday of the week before your event.

In our O'terroirs restaurant and our private dining rooms, from 10 participants: a single menu is available for all guests.



In our Véranda-Bar, up to 15 guests may choose from the menu on the spot.

# Dietary restrictions & menu changes:

Dietary restrictions such as allergies, intolerances, vegan diets, etc. must be notified at least 72 hours before the event.

The choice or adaptation of dishes for these specific cases is then the responsibility of the Chef. Any changes to the menu beyond this limit may be billed.

#### 7. CONSUMPTION IN THE HOTEL

# Selection of drinks:

Our wine list is available on request. Certain references or vintages may no longer be available.

# Corkage rights:

If you wish to bring in a bottle of wine or alcohol that does not come from the hotel, the hotel reserves the right to charge a corkage fee.

# Invoicing is as follows:

- > CHF 60.00 per 75cl bottle of wine.
- > CHF 80.00 per 150cl magnum of wine, per 75cl bottle of champagne and spirits.
- ➤ CHF 100.00 per 75cl bottle of great vintage or great house wine, exceeding our purchase price of CHF 150.00 / unit.

For larger capacities, the multiple is applied on the basis of 75cl bottles.

#### Food consumed in the hotel:

It is forbidden to bring in food from outside the establishment for any event whatsoever. If you require a specific product, please let us know.

For weddings and private events, we do allow gifts such as sugared almonds and small pastries, as long as they are packaged and wrapped.

# 8. MATÉRIEL ET DÉCORATIONS

# Equipment available:

The establishment has a wide range of equipment that is not necessarily included in the room hire charge and is subject to invoicing.

The equipment provided by the establishment must be respected; any damage may be billed.

For any event of more than 50 people or specific requests, we can call on external service providers. This service will be invoiced to the customer.

The capacities of our rooms indicate only the number of participants that the reserved space can accommodate; the stated capacity is not related to the equipment available on site.

# Floral arrangements:

Our rooms are generally undecorated. We are happy to organise floral arrangements for your events according to your wishes and budget.

Please give us the following information at least 2 weeks in advance (3 weeks for large events).

Number of compositions required



- Desired size/dimension
- Budget (total or per unit)
- Colours and varieties required (you can provide inspiration photos, but these are noncontractual)

#### Various decorations:

We can call on external service providers to carry out the event project you have in mind. This may involve:

- Tableware
- Carved or free-standing decorations
- Other decorative accessories

In this case, we ask that selections be made at least 1 month in advance. We accept no responsibility for any errors made by our service providers.

It is forbidden to fix posters or decorations on the walls of the establishment.

Please note: We reserve the right to inspect and approve the desired decoration. Any damage to the building caused by decorations will be invoiced.

#### Candles:

For safety reasons, candles are not permitted on the premises. We therefore ask that candle holders be taller than the flame.

# 9. USE OF ROOMS

Please note that the capacities of our rooms have been approved by the fire service. Under no circumstances may they be exceeded.

The hotel reserves the right to change the allocation of lounges. In this case, the hotel undertakes to provide a lounge with the specific features and equipment requested by the customer.

# 10. PRINTING MENUS, NAMES AND SEATING PLANS

On request, we can print your menus, names and table plans on 'Beau-Rivage Hotel' headed paper for CHF 2.00 / piece.

We would be grateful if you could send us your table plan and names sorted by table no later than 72 hours before the start of the event.

### 11. MUSIC

We would like to draw your attention to the fact that our hotel is located in the city centre and that some rooms are located above our banqueting rooms. This means that an appropriate volume must be maintained.

Music must be reduced to 45 dB after midnight.

We will also be happy to advise you on a choice of musicians recognised by the hotel.

# 12. EXTENSION

Rooms are hired until midnight at the latest. On request, we can legally extend the hours of your



event until 3:00 am. After midnight, a service supplement will be charged as follows:

CHF 50.00 per hour started and per server

#### 13. PARKING

The parking spaces in front of the hotel are reserved for guests staying at the hotel. The hotel has direct lift access to the lobby from the second basement of the public car park.

Exchangeable exit tickets are available from reception.

We do not have a tariff agreement with the public car park, so we charge at the same rate as the public car park, but we calculate a single flat rate for all guests.

To do this, we need the following information:

- Number of vehicles,
- Entry time of 1st vehicle, exit time of last vehicle,
- Only tickets used will be billed,
- Any time overrun will be billed.

For all requests for car park tickets, please make your request at least 2 weeks before the event.

### 14. CLOTHES

We do not have supervised changing rooms. The management accepts no responsibility for theft or damage to belongings left unattended. We are happy to organise a supervised changing room on request.

This service is charged at CHF 40.00 per hour per person responsible for the cloakroom.

# 15. DELIVERIES

All deliveries must be made via the annex entrance to the hotel, rue du Môle. Delivery times are Monday to Friday from 7am to 11am. Outside these hours, please contact our Events & Seminars Manager to ensure that your goods are received correctly.

The hotel declines all responsibility in the event of theft or damage to goods stored at the hotel.

# 16. RACK

We can organise for you the placement in your room of giveaways or any other items as part of a conference or seminar. This service is charged at CHF 10.00 per room and per visit.

# 17. CONFIRMATION OF RESERVATION - CONTRACT

All bookings for an event at the hotel are subject to written confirmation of the booking by the hotel. This document must be returned signed by the customer within 14 days of being sent. After this period, the reservation will be cancelled without notice from the hotel.

#### 18. DAMAGES

The customer is responsible for any damage caused by his employees, guests or participants. This means that they must be insured against any damage. The hotel reserves the right to request proof of this insurance from the customer.

No posters are permitted on the walls or ceilings of the lounges. Any damage caused to the walls will be invoiced to the customer according to the cost of repairs.



In order to prevent any damage to the hotel's floors, walls, woodwork and furniture, any refurbishment or decoration project must be approved by the hotel. In all cases, the layout or decoration of rooms must comply with fire protection regulations. The hotel reserves the right to request proof of compliance with these standards.

### 19. THIRD PARTY SERVICES

When the hotel has to call upon third parties for special arrangements (decoration, furnishings, etc.) or the installation of specific technical equipment (videoconferencing, translation booths, sound equipment, etc.), these services will be invoiced through the hotel and not directly to the client.

The hotel is not responsible for any errors or malfunctions that may occur during third-party services.

The hotel is not responsible for any accidents caused by the misuse of third-party services by the client. You will be billed for any damage.

#### 20. PROGRAMME OF ACTIVITIES OUTSIDE THE HOTEL

We can coordinate activities outside the hotel and make reservations with external service providers. This service will incur additional costs.

### 21. ADVERTISING OUTSIDE AND INSIDE THE HOTEL

Any advertising, leaflets or letters featuring the hotel's name or logo must be authorised by the Management.

Banners, shop windows and other advertising related to the client's event are authorised in the hotel provided that they do not disrupt the smooth running of the establishment and that they are subject to the necessary authorisations for the exterior of the building (authorisations from the police, the municipality, the neighbourhood, the car park, etc.).

# 22. SALE OF PRODUCTS

No sale of products or services is permitted in the hotel without prior agreement. The hotel reserves the right to charge a commission on the amount of sales made.

# 23. FLIGHTS

The management declines all responsibility in the event of theft or damage to the customer's personal belongings or exhibition materials....

# C. GIFT VOUCHERS

### 1. VALIDITY

Our gift vouchers remain valid for one year from the date of purchase, with the expiry date clearly indicated. The service must be used during the period of validity. Otherwise, the hotel reserves the right to refuse use of the gift voucher.

# 2. RESERVATION

Early booking is recommended and necessary; it is subject to hotel availability. Voucher holders are advised to contact the hotel by telephone on +41 32 723 15 15 or by e-mail at info@beaurivage-hotel.ch as soon as possible to book the date(s) they require.



# 3. UTILISATION

Once the voucher has been purchased, we consider that the general terms and conditions of sale have been accepted.

The gift voucher is intended for use exclusively in the service specified on the document. The 'value voucher', on the other hand, can be used for all services.

# 4. PRESENTATION OF THE VOUCHER

Customers must ensure that their voucher is valid at the time of booking. On arrival and before any use, they must present the document.

#### 5. NON-REFUNDABLE

Gift vouchers are non-refundable.

### 6. CANCELLATION

If a reservation is cancelled, the hotel may consider maintaining the validity of the voucher in question for future use, provided that it is still valid.

No guarantee can be given in this respect. Please note that a fee may be deducted from the amount of the voucher.

Cancellations concerning our O'terroirs restaurant and our Véranda-Bar must be made 48 hours before the customer's arrival.

### 7. EXTENSIONS

If the situation allows, Management may consider extending the voucher.

# 8. LOSS OR THEFT

The hotel is not responsible for the loss, theft or destruction of the gift voucher. We recommend that you treat the voucher like cash.

# 9. RESERVED RIGHTS

The hotel reserves the right to modify the general terms and conditions of sale, which can be consulted at any time on our website.

### 10. NOT APPLICABLE WITH OTHER OFFERS

The gift voucher cannot be combined with other promotional offers or discounts, unless otherwise indicated.

### CHANGES AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF SALE

The hotel reserves the right to modify these terms and conditions without prior notice.

# **FOR:**

In the event of a dispute, the place of jurisdiction is Neuchâtel. The hotel reserves the right to take legal action against its customers at their place of residence.

These terms and conditions are governed by Swiss law. Should one or more points in these



terms and conditions be unclear, the hotelier will be happy to provide you with any information you may require. The application of these rules according to common sense prevails over the strict application of these general terms and conditions.

In the event of non-compliance with these rules, the hotel reserves the right to cancel the event, in which case the above cancellation conditions will come into force.

# **BEAU-RIVAGE HOTEL**

Esplanade du Mont-Blanc 1 2001 NEUCHATEL/SUISSE

Delfim Santos Directeur Général