



## Terms and conditions

The confirmation of a reservation results in a contract between the customer and the Lucerne Navigation Company (SGV). Thereupon, both contracting parties have rights and obligations. The following terms of contract take effect:

**1. Obligation under the contract:** SGV rents its boats for chartered cruises. It is obliged to carry out the chartered cruise according to the information and specifications stated in the definite confirmation of order.

**2. Price offers:** Acceptance deadlines will be specified in each price offer. Once the deadline expires, SGV is no longer bound to the originally quoted price or degree of service. SGV reserves the right to withdraw from an offer for important reasons. Option dates are binding for both parties. After the expiry of an option deadline, SGV can dispose of all offered services without further contact.

**3. Order confirmation/conclusion of contract:** With the receipt of your written or verbal booking and the delivery of our reservation confirmation, a contract between you and SGV comes into legal force. These terms and conditions are an integral part of this contract. The specified services are summarized in our reservation confirmation.

**4. Type of boat:** SGV charts boats in different size and price categories. If the customer should wish to have a specific named boat, SGV will be happy to consider this request. There is, however, no guarantee that the desired boat can be chartered on the given date. For operational reasons, SGV can provide an equivalent boat or one in a higher category, at the agreed price.

**5. Preparation time:** Normally, the chartered boat is available 10 minutes prior to the confirmed time of departure at the pier agreed upon. Should a longer preparation time be desired, exceptions can be made within the operational bounds and will be charged.

**6. Changes regarding interior furnishing:** The interior set-up of a ship, as desired by the customer and confirmed by SGV, is considered final at the time of booking. If the organizer wishes to make short-term changes that cause a considerable amount of extra effort or staff time for SGV, the organizer will be charged for these additional costs.

**7. Cruise:** The staff members of SGV and Gastronomie Vierwaldstättersee are required to adhere to the official cruise program, which

was formally agreed as part of the commercial charter contract. Changes to the program can only be made in consultation with the crew and must be approved by the captain. In most instances, these may lead to additional charges. In case of a large event, the charter client is requested to give plenty of advance notice to SGV about all of the specific program wishes and to issue a detailed itinerary. This will significantly ease organization and substantially increase the likely success of the cruise. Following the conclusion of the cruise, the charter client will confirm by signed document the final number of cruise participants as well as the final times of the completed cruise. Musicians, artists, entertainers, etc. also count as official passengers.

**8. Program changes:** We will inform you as quickly as possible of any program changes due to force majeure or other unforeseeable or unavoidable events, despite all due care. We reserve the right to modify the event itinerary or specific agreed arrangements.

**9. Safety regulations:** The SGV captain bears responsibility for the safety of all passengers and the boat in accordance with the Swiss Inland Navigation Law (3.10.1975). Safety is given first priority at all times.

**10. Duty of care and specific stipulations:** Inflating balloons with helium is permitted on the boats. The customer is kindly requested to contact the captain directly, for he will determine a proper place for inflating the balloons and a safe location for storing the gas cylinder. The use of any other gas onboard is not permitted. Setting off fireworks or firecrackers, etc., is not permitted on any boat. The use of nails, screws or adhesive tape of any kind on the walls or ceilings is not permitted. Dancing or playing rhythmic music on the upper deck can interfere with safety in general and also damage the boat and its furnishings. Please note that smoking inside is strictly prohibited on all of our ships. Please note that additional decoration or different types of curtains may be more flammable and therefore are subject to safety and fire regulations. They can only be fitted on the vessel, if they successfully comply with all safety rules.

**11. Delivery and storage space:** There is no storage space available at SGV for decorative items, food, beverages or technical equipment. We kindly ask you to bring your goods as soon as possible (at the earliest 24 hours before the booked event) and to pick them up again 24 hours after the event. For goods that are delivered in advance, the organizer requires the approval of SGV. SGV does not accept any liability for damage, loss or theft to any such goods.

**12. Liability for damages and payment:** The charter cruise customer is responsible and liable for any damage caused by cruise passengers to the ship, its furniture or equipment. If the customer is not the actual organizer aboard the ship during the cruise, the customer is still liable for the entire amount of invoiced damages. This liability extends to additional services received by event participants, unless direct payment has been specifically agreed.

**13. Permissions:** Because the charter customer is the official event organizer, the customer is also responsible for obtaining all relevant permissions from public authorities, should the nature of the event require these.

**14. Annulations:** In the event that a valid contract is annulled by the customer, SGV will calculate the cancellation fee as follows:

- **up to 91 workdays prior to the event:** a processing fee of CHF 300.–
- **90 – 31 workdays prior to the event:** 25% of the confirmed rental fee per order, as well as fringe services charged to SGV where applicable (music, etc.)
- **30 – 15 workdays prior to the event:** 50% of the confirmed rental fee per order, as well as fringe services charged to SGV where applicable (music, etc.)
- **14 days prior to the event or less:** 100% of the confirmed rental fee per order, as well as fringe services where applicable (music, etc.)

The date of cancellation is determined by the date of receipt of the written notification at our booking office. Should the notification arrive on weekends or public holidays, the following working day applies.

**15. Rates:** We reserve the right to modify the general infos, service descriptions and commercial rates that appear in our brochures prior to your reservation. Should that be the case, we will inform you of these changes before the contract is concluded.

**16. Prepayment / invoice:** SGV and Gastronomie Vierwaldstättersee reserve the right to require an advance payment. The initial amount will be charged at the time of confirming the order to the customer. If the event is paid for by invoice, a payment period of 30 days will apply. SGV and Gastronomie Vierwaldstättersee reserve the right to specify other payment periods in writing. Unless otherwise noted, all prices will be listed in Swiss Francs (CHF) and include the mandatory VAT rate. No commissions are granted. The invoiced amount must be paid in full, without deductions. No discounts, rebates or international bank fees are to be deducted from the total amount owed.

**17. Catering:** Gastronomie Vierwaldstättersee provides all catering services (excluding MS Rütli and MS Mythen).

**18. Terms and conditions Gastronomie Vierwaldstättersee:** In the event that a catering order is cancelled, the following costs will be charged to the customer:

- **up to 14 workdays prior to the event:** no charge
- **up to 7 workdays prior to the event:** 40% of the services agreed upon
- **up to 3 workdays prior to the event:** 50% of the services agreed upon
- In the event of a cancellation within **less than 3 workdays prior to the event**, the customer must pay 100% of the services agreed upon.

The food and beverage order must be submitted to us no later than 14 workdays prior to the event. We must be notified of the exact number of passengers within 7 workdays prior to the event. Within 2 workdays prior to the event, we can accommodate a 10% reduction in the number of passengers (for events with up to 200 guests) or a 5% reduction (for events with more than 200 guests) at no cost to the customer. Once the contract has been finalized, changes to the scope of supply cannot be made. Additional cruise participants will incur extra charges.

Our menu prices already include staff costs. In case of a smaller order specification, merely bar service or during cruises with lengthy program pauses, we will define a minimum consummation charge per hour/event. This sum will be based on the number of staff members required to perform the catering service and will also take into account the number of people in attendance on the chartered vessel. The scope of supply for the total number of catering staff will be listed separately in the catering order confirmation. In case the minimum consummation charge is not met, we will invoice separately the following staff charges: CHF 68.- per hour for a catering manager or head cook and CHF 53.- per hour for all other catering employees. After 23.00 a night surcharge of 25% applies.

In case the charter cruise does not start and/or finish in Lucerne, we reserve the right to incur staff charges for the time of the boat transfer. All staff charges will be calculated in advance and will appear in the commercial catering order confirmation that we send the client ahead of the charter cruise. Should the charter client cause unexpected waiting periods or program delays during the charter cruise, we will charge for the extra time.

**19. Feedback:** In the event that the chartered cruise does not comply with the contractual agreement or should you suffer a loss, you are obliged to notify our charter department or staff members immediately.

**20. Claims:** In the event that you want to assert claims for reimbursements or compensation against us, you must provide us with written notification of your complaint within 30 days following the actual conclusion of the event. Your complaint should include any relevant evidence. Should you fail to assert your claims within 30 days following the actual conclusion of the event, you lose all entitlements and rights.

**21. Advertising:** Newspaper ads and other advertisements referring to events by SGV require our prior approval. A preview page must be sent to SGV for pre-approval, in case our images, logos or other related content are used.

**22. Law and place of jurisdiction:** Law and place of jurisdiction: Swiss law applies exclusively to all legal relationships between the customer and SGV. Lucerne is the exclusive place of jurisdiction for any legal action brought against the Lake Lucerne Navigation Company (SGV) AG. We reserve the right to file suit against the customer at his or her place of residency or in Lucerne.

**Validity:** As of 2020, including the current VAT rate. Subject to change without notice.

**SGV is looking forward to hosting you on Lake Lucerne and to organizing a successful charter cruise on your behalf.**