

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. 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. Reservations can be made in writing, via telephone or in person. The contract is considered binding for the customer with the definite booking and for SGV with the confirmation of order.
3. The customer is obliged to utilise all catering services provided by Tavolago (except with a barque rental).
4. SGV and Tavolago reserve the right to request a payment in advance from the customer upon confirmation of order.
5. SGV charters boats in a specific category. If the customer should wish a specific boat (with the name X), SGV would be happy to take the order. There is, however, no guarantee that the desired boat can be chartered. For operational reasons, SGV can provide an equivalent boat or one in a higher category at the agreed price.
6. Normally, the boat reserved for the chartered cruise is available 10 – 15 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.
7. Safety regulations / Due care: 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.
8. The customer is responsible and liable for any damages to the boat or its furnishings caused by the passengers on the chartered cruise.
9. In the event that the boat charter is not in accordance with the contractual agreement, or if you suffer a loss, you are obliged to notify the SGV boat charter department or staff members on the boat of this shortcoming or loss.
10. Smoking is only permitted on the outer decks of our boats.
11. In principle, the staff members of SGV and Tavolago adhere to the itinerary as specified in the order. Program changes are possible, but only upon prior arrangement and agreement with the SGV captain. In order to ensure the success of larger functions on chartered cruises, the customer is advised to provide SGV with a detailed schedule in good time. Subsequent to the chartered cruise, the number of passengers and duration of time is confirmed with the customer's signature. The number of passengers refers to all passengers onboard, including artists, musicians, etc.
12. Should there be any program changes due to an act of nature or an unforeseen or unavoidable incident despite utmost care, we will inform you as quickly as possible. We reserve the right to alter the event program or individual services agreed upon.
13. 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.

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

- **up to 61 days prior to the event:** a processing fee of CHF 100.– for amounts up to CHF 3,000.– a processing fee of CHF 200.– for amounts over CHF 3,000.–
- **60 – 31 days 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 – 2 days prior to the event:** 50% of the confirmed rental fee per order, as well as fringe services charged to SGV where applicable (music, etc.)
- **Within 48 hours prior to the event:** 80% of the confirmed rental fee per order, as well as fringe services where applicable (music, etc.)

15. We reserve the express right to change the information, service descriptions and prices in brochures. Should this occur prior to your booking, we will inform you of these changes before concluding the contract.

16. Terms and conditions – Tavolago: 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 as to 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. Any changes made thereafter will be charged. There will be a charge for passengers exceeding the number listed on the confirmation.

In the event that the chartered cruise does not start or end in Lucerne or involves long waiting periods at a specific location, or that a boat without the gastronomic infrastructure (MS Reuss, Rütli, Mythen) is booked, we reserve the right to include a surcharge for the time our staff members spend onboard (per staff member and hour CHF 53.–/ 68.– for senior staff members).

17. If the event is paid per invoice, payment is to be made within 30 days. We reserve the right, upon written agreement, to request alternative payment terms, including payment in advance. Unless otherwise indicated, all prices are listed in Swiss francs (CHF) and include VAT. No commissions will be granted. All information is subject to printing errors and change. The calculation of the cancellation fee is determined by the date on which your written notification is received. The next working day applies to notifications received on weekends or public holidays.

18. How to enforce a claim against the Lucerne Navigation Company (SGV): If you want to assert a claim against SGV for a shortcoming, reimbursement or compensation, you must present your complaint to us in writing within 30 days after the actual event. Any evidence, where applicable, must be enclosed with your complaint. If you fail to assert your claim within 30 days after the actual event, all claims are no longer valid and all rights forfeited.

19. Applicable law and place of jurisdiction: The Swiss law applies exclusively to any legal case between you and the Lucerne Navigation Company (SGV). It is agreed that Lucerne is the exclusive place of jurisdiction for legal actions against SGV.

SGV endeavours to meet your expectations and looks forward to carrying out a memorable chartered cruise for you and your guests.

