



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. Confirmation of order: 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Liability: The customer is responsible and liable for any damages to the boat or its furnishings caused by the passengers on the chartered cruise.

10. 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.

11. 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.

12. 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.

13. Advance payment / invoice: SGV and Gastronomie Vierwaldstättersee reserve the right to request a payment in advance from the customer upon confirmation of order.

Should the event be paid per invoice, payment is to be made within 30 days. Except where indicated, all prices listed are in Swiss francs (CHF) and include the valid VAT rate. Commissions cannot be granted.

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

15. 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.

16. 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.

17. 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.

18. 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 2019, 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.