

General terms and conditions

As part of the charter hire confirmation letter, a formal contract between the customer and the Lake Lucerne Navigation Company (SGV AG) is concluded. This means that both contracting parties have rights and obligations. The following contractual conditions apply:

1. Contract obligation: SGV AG rents out its ships for special trips and private charter cruises. SGV AG commits to organize and operate the private cruise according to the data and details specified in the final order confirmation.

2. Price offers: Acceptance deadlines for price offers are specified in each respective offer. Thereafter, SGV is no longer bound by the offer. SGV AG reserves the right to withdraw from an offer for important reasons, good cause or force majeure. Optional dates are binding for both parties. After expiry of the optional period, SGV AG may dispose of all services previously offered, without further contact.

3. Order confirmation/conclusion of contract: By accepting SGV AG's charter hire offer and then receiving SGV AG's confirmation letter, the customer engages in a formal contract with SGV AG. These terms and conditions are an integral part of this contract. The specific services listed are based on the reservation confirmation.

4. Ship type: SGV AG rents out different types of ships in various kinds of categories. If the customer requests a special vessel by name, SGV AG will gladly accept this request. There is, however, no guarantee that the desired, specific vessel can be provided on the actual day of the charter cruise, due to technical or operational reasons. In case the desired ship is not available, SGV AG may use an equivalent vessel or a vessel of a higher category at the agreed price.

5. Deployment: The privately chartered vessel will normally arrive 10 minutes before the confirmed departure time at the agreed pier. If a longer boarding period before departure is desired, this can be done within the scope of operational possibilities, subject to surcharge.

6. Onboard equipment and decoration: SGV AG must be informed about any desired onboard equipment for the charter cruise up to one month before the date of the event. Subsequent changes can only be made by special request and can only be accommodated if technically possible and operationally safe. Equipment requests or changes that cause SGV AG a considerable amount of time and effort will be invoiced to the organizer after the cruise, at actual cost.

7. During the cruise: The crew of SGV AG as well as the catering staff must generally adhere to operational regulations as well as the specifications stipulated in the charter hire contract (order form). Program changes need to be requested and agreed upon at least 90 days before the actual cruise. Adjustments can only be made upon request and within the scope of operational and legal regulations. No program changes can be improvised on site or during the cruise. For longer journeys, a specific timetable and detailed itinerary, including the agreed upon program wishes of the customer, can contribute to success and ensure smooth organization. Upon conclusion of the cruise, the customer will be asked to confirm the actual participants in attendance and the completion of the agreed upon cruising schedule by signature. All passengers need to be registered and accounted for, including artists, musicians, etc.

8. Program changes: In the event of program changes due to force majeure or because of circumstances that are not foreseeable yet prove unavoidable, SGV AG will inform the customer as quickly as possible. SGV AG reserves the right to change or cancel the event program or to change specific, agreed services in such cases.

9. Safety: The SGV AG captain is responsible for the safety of all passengers and the ship, in accordance with Swiss federal law and the inland shipping regulation dating from 3 October 1975. Safety is our top priority and in order to ensure the safety of all participants, the orders of the captain must be followed at all times.

10. General safety requirements and special provisions: On our ships it is permitted to inflate balloons with helium gas. The customer must contact the captain, who will assign a suitable place for filling the balloons and storing the helium gas tanks. Other gasses are not allowed to be brought aboard or used on the ship. The burning of fireworks or similar objects is not allowed. No nails, screws or adhesive tapes of any kind may be attached to the walls or ceilings of the ships. The playing of rhythmic music or dancing is not allowed on the upper deck, because vibrations can affect the safety of the ship and cause deformation of structural material. Smoking is prohibited in the interior areas of all ships. If external curtains or other fabrics are brought aboard for presentation purposes, these must meet fire-resistance regulations. Flying with drones over Lake Lucerne is generally prohibited by law. However, the customer can request an exemption from the police and make an official application to the police. In such a case, a drone must take-off and land on the shore. It is prohibited for drones to take off or land on ships. It is also forbidden to fly drones over boats on Lake Lucerne.

11. Delivery and storage facilities: SGV AG cannot offer storage space for all the technical or decorative items that might be intended for use on a private charter cruise. This also applies to catering supplies, such as food and drink. At the earliest, drinks can be delivered 24 hours before departure. At the very latest, any unused drinks or empty bottles must also be collected 24 hours after the event. Decorative items, food, technical equipment and other materials (such as gifts) can be brought aboard one hour before departure. SGV AG refuses any responsibility or liability for the care or condition of all external items, including but not limited to, damage, loss or theft.

12. Liability for damages and compensation: The customer is responsible and legally liable for any and all damages that might be caused to the ship by participating passengers, including damages to interior fittings or furniture. In case the customer listed in the contract has hired the ship for use by a third party during the actual charter cruise, the contract customer and the third party are both liable for any damages caused. This liability also extends to additional services provided. In some instances, cash deposits or payments can be arranged before the cruise.

13. Permits: The customer is the organizer of the private cruise. Accordingly, the customer is responsible for obtaining any necessary event permits from relevant authorities.

14.a Cancellations: If a valid contract is canceled by the customer, SGV AG will apply the following cancellation costs:

- **91 or more days before the event:** CHF 300.00 processing fee
- **90 to 31 days before the event:** 25% of the agreed upon charter price, plus charges for any supplemental services organized by SGV AG (music, performers, etc.)
- **30 to 15 days before the event:** 50% of the agreed upon charter price, plus charges for any supplemental services organized by SGV AG (music, performers, etc.)
- **14 days before the event or less:** 100% of the agreed upon charter price, plus charges for any supplemental services organized by SGV AG (music, performers, etc.)

14.b Postponements: If the date or time of a confirmed event is adjusted/postponed by the customer, SGV AG will charge CHF 300.00 as a processing fee. Such adjustments/postponements can only be made by special request and within the scope of operational possibilities. They must be requested and acknowledged by SGV AG at least 90 days before the actual trip. The decisive factor for calculating the exact notification date, is the arrival of the written postponement notice to SGV AG. If such notices arrive on a weekend or during a public holiday, the next business day will apply as notification date.

15. Price: SGV AG reserves the right to change prices or service conditions prior to confirming a booking. SGV AG reserves the right to change prices or service conditions compared to what might have been listed previously in brochures or published in other information outlets. In case such price changes have any impact on the specific services that have been requested, sufficient notice will be given to the customer. Such price adjustments will also be communicated in any confirmation letter, before the conclusion of a contract.

16. Invoicing / deposit payment: For bookings of CHF 10,000.00 or more, SGV AG requires the price of the ship rental as an advance deposit. As soon as SGV has received the deposit amount, the charter hire will be confirmed. Without a deposit, SGV cannot guarantee the ship rental. The final invoice will be sent to the customer after the conclusion of the actual event. A payment period of 30 days applies. Unless otherwise stated, the prices are in Swiss Francs (CHF) and include the statutory VAT rate. No commissions are granted. The invoiced amount must be paid without deductions. There will be no discounts, cash kickbacks or deductions of international bank fees.

17. Catering services: Gastronomie Vierwaldstättersee (as a subsidiary of Tavolago AG and thereby a part of SGV Group) has the exclusive catering rights for all SGV ships and cruises. External catering is only possible in exceptional cases during the winter months, excluding MS Diamant. Additional fees will be charged for the use of external catering, with the small electric motor vessel Rütli being the sole exception.

18. Terms and conditions for catering services: If a catering order is canceled by the customer, the following costs will be charged:

- **up to 14 working days before the event:** No costs
- **up to 7 working days before the event:** 40% of the agreed amount
- **up to 3 working days before the event:** 50% of the agreed amount
- **If a cancellation occurs less than 3 working days before the event,** the customer must pay 100% of the agreed services

The catering order for the private charter cruise must be made no later than 14 working days in advance. Up to 7 days before the actual event the exact number of participants needs to be communicated. Until 2 days before the event it is still possible to make slight adjustments without added costs, specifically for up to 10% of the final group size for events with less than 200 participants, or 5% for events with more than 200 people. It is not possible to accommodate any contract deviations afterwards. Additional participants will be invoiced according to the per person rates quoted in the cruise confirmation.

The menu prices include staff costs. A minimum catering turnover is required for each event. The exact amount of the minimum turnover is calculated based on the ratio between required staff and guests in attendance. This amount will be listed and noted separately in the catering confirmation form. In case the minimum turnover is not reached, the difference will be invoiced with the final catering bill.

In case the private charter cruise does not start and/or end in Lucerne, a surcharge for extended logistics and longer staff hours will apply. These charges will already be calculated in advance and listed on the price offer as well as the order confirmation form. Additional delays or longer waiting periods during the actual private cruise will also be invoiced after the cruise, according to time and expenditure.

19. Feedback: In case the charter cruise does not meet the contractual conditions or damages occur during the cruise, the customer is required to report these instances immediately to the boat crew during the cruise or to the SGV AG office staff right after the event.

20. Claims: If the customer wishes to make any claims for deficiencies, reimbursements or compensation after the cruise, these must be made in writing within 30 days after the conclusion of the event. Supporting evidence is to be provided. If such claims are not made within 30 days after the conclusion of the cruise, the customer will lose their right and legal basis to file any such claims.

21. Advertising: Newspaper advertisements or any other ads that make reference to SGV AG and its ships require prior consent and general coordination with the SGV AG team. If images or logos from SGV AG are used for advertising purposes, final approval prior to publication is also required.

22. Law and jurisdiction: For the legal relationship between SGV AG and its customers, Swiss law applies exclusively. The jurisdiction for any relevant legal matters or suits against SGV AG is exclusively the court in Luzern. SGV AG has the right to sue its customers at their place of residence or in Luzern.

Validity: These terms and conditions are valid and in effect from 1 January 2024. This includes the current VAT rates. Prices and tax rates may be subject to change.

SGV AG looks forward to welcoming guests on Lake Lucerne and organizing memorable private charter cruises.