

GENERAL TERMS AND CONDITIONS

ASSOCIATION "CENTER OF UNITY SCHWEIBENALP", based in Brienz BE, Switzerland

(following: Center of Unity)

1. Legal Scope

The present General Terms and Conditions (GTC) apply to all events (such as seminars, courses, workshops, family celebrations, events, etc.), which are conducted in the Center of Unity.

2. Registration of an event

The registration of an event takes place in writing by sending the event agreement, which has been completed and signed by the seminar leader/organizer, to the Center of Unity. By signing the event agreement, these terms and conditions are accepted.

Differing or conflicting terms and conditions of the seminar leader/organizer to the general terms and conditions are only part of the contract, if the Center of Unity has expressly agreed in writing.

3. Arrival

Event participants will be welcomed on arrival from 4 p.m. at the reception. Any outstanding payment for food and lodging will be paid upon arrival. Payments are accepted cash in Swiss Francs (CHF) only, or by debit or credit cards (Maestro/Swiss Postfinance/V-Pay/EC-Karte/Mastercard/Visa/Twint). For payments with credit card and Twint a fee of CHF 5.- per transaction is charged. Checks are not accepted.

4. Departure

Departure Check-out time is 10 am on the day of departure. We kindly ask our guests to leave their rooms before this time and to drop off their linen and towels into the designated bins.

5. Registration of the seminar participants

The workshop participants are asked to book their accommodation directly with the Center of Unity in writing, either by e-mail to info@schweibenalp.ch or on the calendar on our website www.schweibenalp.ch. The participants receive a booking confirmation from the Center of Unity. The conditions stated in the booking confirmation apply.

6. Accommodation and Meals

There are 6 single rooms, 12 double rooms and 13 shared rooms in the guest house and in the seminar house Peace, as well as camping-site for stay in own tent or camper. For bigger events, dormitories can be set up.

The current rates for seminar participants can be found in the separate price list, which is available at www.schweibenalp.ch/preise.

The price includes overnight accommodation, three vegetarian and biological meals per day, rent of the seminar room, use of the internet in the house, bed linen (not in dorm or tent with own sleeping bag) and towels. The prices include VAT. The price does not include the visitor's tax, the permaculture contribution and intermediate meals/snacks.

No discounts or refunds will be granted for not taken meals (for example, late arrival or early departure) and for unused nights.

6.1 Infrastructure contribution

For event participants who do not stay in the Center of Unity, we charge an infrastructure fee of CHF 25.- per day (for tea, water, use of the area and the seminar room).

6.2 Meal times in the dining hall

Breakfast 8 – 9 a.m.
Lunch 1 – 2 p.m.
Dinner 6 – 7 p.m.

Meals can be arranged for take-away/lunch box upon previous agreement.

6.3 Smoking, Pets and Night Rest

Smoking is only allowed at the designated smoking area. Within buildings, halls and rooms are strictly non-smoking. Bringing pets is not allowed. Night rest is from 10 p.m. to 07 a.m. Otherwise, the house rules apply.

6.4 Guidelines on alcohol consumption

Our bar offers a modest supply of organic beer and wine. Bringing your own alcohol is not encouraged. Extraordinary requests can be sent directly to the seminarorganisation@schweibenalp.ch. There is a corkage charge.

7. Number of participants and lists for events

The seminar leader/organizer is **responsible** for the **acquisition** of seminar participants. The **minimum number** of participants per event will be calculated according to seminar room.

If the minimum number of participants is not reached, the minimum number of participants valid at the time of the seminar according to the General Terms and Conditions will be taken into account.

<u>Minimum number of participants</u>	<u>Seminar room</u>
25 participants	Peace - 240m ²
10 participants	Light - 86m ²
6 participants	Earth - 40m ²

If the minimum number of participants is not reached, the seminar leader is billed for the difference to cover the seminar room rent with CHF 20.- per day and per missing participant. Assistants and seminar leader are counted as participants.

Events with less participants are only possible upon request and special agreement. The list of participants with the complete data (first name, last name, address, e-mail, phone number), as well as the course schedule, have to be sent to Center of Unity **in writing 14 days before the beginning of the event**.

Should the number of participants be smaller or bigger than agreed upon, the Center reserves itself the right to handle the room arrangements* according to the actual number of participants.:

* It is possible for the organiser to make room arrangements for the participants under the following circumstances:

1. When the room- and bed allocation was arranged with the Center of Unity in writing beforehand.
2. In case the event organiser has received a written confirmation from the Center of Unity, that the whole place/infrastructure is available for them alone.

8. Minimal duration time for seminars

The minimal duration for seminars is two days, respectively two nights. Usually, seminars start with dinner and end with lunch.

9. Terms of payment for the seminar leader

By signing the event agreement and transferring a deposit payment by the seminar leader/organizer according to the list below, the booking becomes binding:

<u>Number of nights</u>	<u>Deposit in (CHF)</u>
to 49	500.00
50 to 109	1'000.00
110 to 169	2'000.00
170 to 229	3'000.00
230 to and more	4'000.00
exclusivity of entire grounds	5'000.00

The payment of a deposit is due within 30 days of signing the event agreement. The transfer must be made to the following account:

Bank Berner Kantonalbank AG, Bern, Schweiz
SWIFT Bic KBBECH22
IBAN CH92 0079 0016 6397 7638 0
Issued to Verein Zentrum der Einheit
Schweibenalp, 3855 Brienz, Schweiz (CH)

Please clearly state as reference of the bank transfer the name of the event, the reference number (see workshop agreement) the dates and the name of the organiser!

Any bank charges are charged to the seminar leader/organizer.

If payment is not made on time, reminder fees of CHF 25.00 per reminder will be charged from the second reminder. Late payments will be subject to a default interest of 5% p.a. from the second reminder.

The deposit remains until full payment of all costs on the account mentioned here. After completion of the event, the payment of the deposit will be charged directly or refunded **within 14 working days**.

10. Reduction for seminar leader and assistants

These reductions apply to seminars with current seminar guest prices (www.schweibenalp.ch/preise) and are shown as discount on the invoice.

<u>Number of overnight stays</u>	<u>Reduction for seminar leader in single room</u>
until 14	No reduction
from 15 until 39	25 % reduction for 1 seminar leader in single room
from 40 until 59	50 % reduction for 1 seminar leader in single room from
60 until 89	75 % reduction for 1 seminar leader in single room
from 90 until 129	100% reduction for 1 seminar leader in single room

In addition, from 130 nights

- 100% discount for 1 assistant in a shared room.

The number of overnight stays is calculated from the number of overnight stays generated by the seminar participants (excluding the seminar leader and assistant).

11. Cancellation of the event

The cancellation of an event has to be done in writing by the seminar leader/organizer and will be confirmed in writing to the seminar leader/organizer by the Center of Unity. The date of the postmark or e-mail applies. If the event is canceled, the following costs will be charged to the organizer:

- CHF 300.00 Cancellation and administration costs for cancellation up to 180 days before the beginning of the event
- 15 % of the estimated event costs * if canceled 179 to 90 days before the beginning of the event
- 30 % of the estimated event costs * if canceled 89 to 30 days before the beginning of the event
- 60 % of the estimated event costs * if canceled 29 to 0 days before the beginning of the event

* The estimated event costs are made up of the number of announced event participants x number of nights x CHF 115.00.

In case of a legally recognized fact of "Force Majeure", both parties can step back from the contract without financial consequences. Any advance payments already transferred will be refunded. Compensations or indemnities beyond this are excluded.

12. Liability and insurance

The organizer is liable for the negligent or wilful damage of the equipment or infrastructure of the Center of Unity without proof of fault. The organizer is liable as well for his or her own equipment. Personal insurances are on behalf of the participants.

The Center of Unity is not liable for the use of unattended wardrobes.

The organizer and the participants themselves have the full responsibility for the physical, mental and emotional well-being of the participants.

13. Complaints

The Center of Unity cares with great dedication for the well-being of its guests. If there should still be reasons for complaints, we kindly request seminar organizers to contact the responsible person of the event organization

immediately. Claims made after the departure from the Center of Unity cannot be considered.

14. Decoration and equipment

The organizer's equipment and decoration may be used in consultation with the Center of Unity and must be dismantled and taken back by the organizer immediately after the end of the event.

15. License for public playback of music

The Center of Unity hereby informs that a workshop organizer, who plays music in public, has to acquire a license of SUISA (further information: www.suisa.ch). The organizer is responsible for obtaining this license for public use.

16. Additional income of the seminar leader/organizer

For additional income and commercial activity, the explicit consent of the Center of Unity is required. In addition, the following conditions apply:

- Rent flat rate per sales table CHF 20.00 (regardless of length of stay)
- 10% of sales goes to the Center of Unity

17. Lost property and leftover objects

Lost property and leftover objects will only be forwarded against advance payment of the postage. After 30 days, the lost property and objects become the property of the Center of Unity.

18. Court of jurisdiction

The place of jurisdiction is the seat of the Center of Unity.

Note: For the sake of better readability, the simultaneous use of male and female written form has been dispensed with in these General Terms and Conditions. All person names apply equally to all sexes.

Date of issue: January 2024

Prices and conditions are subject to change.