

## **GTC**

General Terms and Conditions for catering orders.

# **Applicability**

These General Terms and Conditions govern the legal relationship between Guest / Client /organizer(hereinafter referred to as "Client") and SV (Schweiz) AG, Catering Werk St.Johann (hereinafter referred to as "Caterer"). In addition to these General Terms and Conditions, further terms and conditions may apply. In case of discrepancy between the order and these terms and conditions, the arrangements in the contract take precedence. The house rules of the individual venues are an integral part of these General Terms and Conditions.

### **Performance**

The Caterer reserves the right to change his performance accordingly in the event of sudden changes in the market supply, such as the lack of goods or huge increase in prices. The Caterer will take into consideration the interests and wishes of the client and will offer an equivalent service completion. For orders with a certain number of persons or/and especially requested offer the Caterer reserves the right to decide whether the event needs on-site waiting service or not.

Services that go beyond the usual catering service are additionally charged as overhead costs. For example: Procurement of furniture, set-up planning, organization & coordination of event technology (list is not exhaustive).

### **Orders**

We require your final order in advance as follows:

catering deliveries
Events < 100 people</li>
Events > 100 people
Special Events
2 working days
5 working days
by prior arrangement

For catering deliveries placed outside of the required order period, and confirmed by the caterer, we have to add an express charge of CHF 80.00.

We do our very best to deliver orders as quickly as possible, even at very short notice, but we ask for your understanding if you have to wait a little at peak times. Not all products are available at short notice. We would be happy to advise you.



# Changes in numbers of persons and cancellations

Changes in the number of persons after the deadlines listed above (if confirmed by the caterer) will be invoiced by the caterer to the customer retrospectively. Changes in the number of persons may result in special surcharges.

In case of inaccurate information "from to", the higher number of persons shall apply.

If the customer cancels an order, the caterer will charge the following costs:

- Up to 72 hours before the event 50 % of the agreed service
- Up to 48 hours before the event 100% of the agreed service

Any costs already incurred by the caterer at the time of cancellation will be charged in full. The same applies to the costs of third-party service providers (florists, technicians, etc.) that can no longer be cancelled.

# Late deliveries / delays

The delivery and service times scheduled with the Client are agreed in any case as recommended times. The Caterer accepts no liability for late deliveries and delays.

### **Nespresso Coffee**

We gladly put our Nespresso machines at your disposal without renting fee. Please note that we charge a minimum consumption of 50 % of the ordered quantity of coffee portions

(Example: You order coffee for 20 persons and only use 8 portions. In this case we charge 10 portions in ordert o attain 50%. Ifyou use 14 portions, then we charge also 14 portions)

### Office hours

Monday to Friday from 7.00am to 4.00pm. (Summer months July/August 8.00am to 3.00pm)

### **Prices**

All mentioned costs are inclusive of VAT and are in Swiss Francs.

#### Settlement

The ordered quantity/number of persons will be charged as agreed in the contract. If a service team member (paid by the Client) is at the event, the Caterer will take sealed beverages back (from the standard range).



# **Liability of the Client**

The Client is liable for damages, even when it is caused by a third party. The Caterer will have the authority to act on behalf of the Client when the Client requires technical or other services provided by a third party. The Client is responsible for the costs of these incurred services. The Client is responsible for the careful handling and proper return of the equipment to the Caterer.

## Loss and damages of equipment from the Caterer

At the end of the event, all hired equipment (for example glasses, dishes, cutlery etc.) provided by the Caterer are to be returned in good condition to the Caterer and brought back to the agreed delivery site.

The Client is responsible for any loss or damage of the hired equipment, occurred during the event.

# **Terms of Payment**

The invoice issued by the Caterer is in Swiss Francs and settled within 30 days. A discount will not be granted. If the Client wants to settle payment at a cost centre, the Caterer must be informed beforehand.

## **Applicable Law and Jurisdiction**

The applicable Law is Swiss Law and the exclusive place of jurisdiction is Zurich.

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