

General conditions:

1. The applicability of these general conditions

The conditions set out below govern the legal relationship between client/event organiser (customer) and Foodways Consulting (FWC) as regards the hire of conference and meeting rooms and associated services (catering, infrastructure, equipment) at Ateliers Bollwerkstadt, Bollwerk 35, 3011 Bern. They apply in so far as no other conditions have been agreed in writing.

2. Contract

The event contract comes into effect as soon as the room request made online, by telephone, or by email is confirmed in writing. Upon receipt of the written confirmation, the customer accepts the general conditions as specified below.

The confirmation is based on the information provided by the customer (date, time etc.) The prices are as confirmed in writing by FWC and FWC reserves the right to make amendments to its pricing structure whenever necessary. In this case, the customer will be dutifully informed of these changes.

3. Cancellation

3a) As long as a booking has not been confirmed in writing, FWC reserves the right to cancel a booking request or quote at any time and without providing justification.

3b) In the event of force majeure (fire, strike, etc) FWC reserves the right to terminate the agreement, without being held liable by the customer.

3c) The cancellation of a confirmed booking by a customer is only valid when this is confirmed in writing.

When bookings are cancelled within the following timescales, the following charges apply:

Cancellation period	Charge incurred
30 - 14 days before the event	50% of the rental cost*
13 - 0 days before the event	100% of the rental cost*

Cancelling or reducing the length of the booking during the event will be charged at 100% of the original rental cost. If FWC is able to re-rent the room at the specified date and time, the above mentioned costs do not apply.

*"Offer" includes all agreed services, including room rental, technology and catering services.

3d) In the case of bookings made 3 days or less prior to the event no cancellation charges apply. Where bookings have been made 4 days or more before the event, the charges specified in 3c apply.

4. Catering

A self-service café area is available to groups of up to 12 people. Water can be purchased from FWC. Additional catering requirements can be met by FWC's catering partners. Customers are not permitted to bring their own food and drink into the Ateliers.

5. Insurance

5a) The customer is responsible for any losses or damages to the rooms, facilities and furniture caused by event guests, colleagues, or support staff. Any valuables brought into the Ateliers are done so at the owner's own risk and FWC rejects liability for any damages or losses incurred.

It is the customer's responsibility to ensure that valuable items are kept safe and that the rooms are locked during breaks and at the end of the booking.

5b) Customers are only allowed to bring their own decorative materials or other objects with prior approval from FWC. Any decorative materials must comply with fire safety regulations. The customer is responsible for the insurance of any objects or materials that they bring into the Ateliers. FWC denies any responsibility for the loss or damage to any items.

5c) If the person booking the room, is not the person using the room, FWC considers both parties jointly responsible for respecting the requirements set out in this contract. The customer is responsible for paying for any additional services used by their guests.

5d) Any issues with the technical equipment or materials provided by FWC will be remedied immediately, as far as this is possible. The customer is not permitted to request reimbursement or a discount on the agreed price.

5e) The use of the rooms, the adjoining rooms, and infrastructure (stairs, lift etc.) is undertaken at the customer's own risk. FWC rejects any liability for any injuries incurred.

6. Pricing categories

6a) Special conditions apply for civil society and educational organisations. FWC retains the right to amend the organisational status following a booking request, to better reflect the type of organisation concerned.

6b) FWC reserves the right to amend the service level from "Basis" to "Plus" subsequent to the event, if "Basis" customers have not adhered to the conditions set out in the Organisers' Handbook (e.g. the tables and chairs have to be returned to the standard lay out, cups and glasses have not been tidied away)

7. Invoicing

Invoices are payable without 30 days, without exception. FWC reserves the right to request prepayment where necessary.

8. Additional conditions

The organiser can dispose of rubbish, including cardboard, paper and leftover conference materials, in the bins provided in the FWC offices. FWC reserves the right to apply a disposal charge in relation to the disposal of larger items.

9. Opening times

9a) The Ateliers offices and phone line are manned from 9.15 - 17.00 Monday to Thursday.

Events taking place outside of these times will be accepted on a case by case basis. Outside of the above specified hours, the FWC offices are not manned and the handover of the key will be arranged with the customer directly.

9b) Customers are requested to keep noise levels to a minimum after 22.00.

10. Court of jurisdiction

The court of jurisdiction for all contractual and non contractual disputes is Bern.