

# GENERAL CONDITIONS FOR GROUPS FROM 10 PEOPLE

## CGN SA AND CAFÉ LÉMAN SA

### 1. GENERALITIES

All arrangements for groups of at least ten passengers shall be governed by these general conditions. If the customer is acting as an intermediary, he shall make sure that the final customer or any third party concerned is informed about the content and is respecting them. Any deviation from these general conditions must be agreed in writing form.

### 2. GROUP ANNOUNCEMENT (WITHOUT CATERING)

#### 2.1. Group announcement

Groups from ten passengers must be announced via our online form, e-mail or by phone. A written offer including the number of passengers, the cruise schedule and the prices will be sent to the client by the CGN.

#### 2.2. Reservation

The seats are not numbered and can therefore not be booked. The client can modify or cancel the group announcement without any particular deadline, but it must notify the CGN prior to the cruise departure.

### 3. WITH CATERING

#### 3.1. Contract

Groups from 10 passengers must be announced via our online form, e-mail or by phone. A written offer including the number of passengers, the cruise schedule and prices as well as the catering and drinks order will be sent to the client by the CGN. Modifications regarding the number of passengers or any specific request with regards to the catering must be communicated a minimum of 5 business days prior to the cruise.

If the request is made less than 5 business days prior to the event, Café Léman reserves the right to accept the request and to submit a catering offer taking into account the number of participants and the availability of products.

#### 3.2. Reservation

The reservation is only valid once the client has returned the signed transportation and catering offer to the CGN. Seats and tables will be reserved if an offer includes food and beverage services.

#### 3.3. Staff costs

Apart from the lunch and evening service hours, staff costs may apply for groups of 40 people or more, depending on the type of catering service.

### 4. PAYMENT

#### 4.1. Group announcement

No deposit is requested.

#### 4.2. With catering

CGN and Café Léman can both request the payment of a deposit or of the total amount in advance. The final number of passengers must be communicated to the CGN a minimum of five business days prior to the cruise and will be used as a base for the final invoice, even if the number of passengers on the day of the cruise will have decreased. The invoice will be issued based on the higher number, should the actual number of passengers increase (subject to availability),

#### 4.3. Payment options

The CGN and Café Léman accept the following payment methods:

- Cash
- Debit/credit card
- By bank transfer
- CGN gift card
- REKA Checks

### 5. CANCELLATION

#### 5.1. By the customer

##### 5.1.1. Group announcement

The client can modify or cancel his group announcement without any particular deadline but must inform the CGN in advance.

##### 5.1.2. With catering

If the customer cancels his order less than 20 business days before the cruise, cancellation fees **for transport and catering** will be applied as follows:

- If the written cancellation notice is received by the CGN between 10 and 20 business days prior to the cruise, 25% of the price mentioned in the offer will be billed.
- If the written cancellation notice is received by the CGN between 5 and 9 business days prior to the cruise 50% of the price mentioned in the offer will be billed
- If the written cancellation notice is received less than 5 business days prior to the cruise, 100% of the price mentioned in the offer will be billed.
- If the client is absent without any notice, 100% of the price mentioned in the offer will be billed.

The cancellation without fees of a group booking by the client due to health measures imposed by the authorities in connection with the CoVid-19 pandemic is possible up to 48h (2 working days) prior to the event. The down payment of 25% for the catering is due to be paid and can be deferred to a future booking.

## 5.2. By the CGN

The cruise can be cancelled by the CGN, should circumstances arise which are beyond its control, such as weather conditions that render navigation unsafe, technical issues with the boat or any other case of force majeure.

If the cruise takes place but is modified for reasons beyond the CGN's control, the CGN will not assume any liability.

### 5.2.1. Group announcement

The client can choose, in agreement with the CGN:

- a) To take another boat or another journey.  
The prices may be subject to change
- b) To postpone the journey to another date
- c) To cancel the cruise and claim reimbursement in case a deposit was paid.

### 5.2.2. With catering

The group is requested to take meals on the ship on dockside whenever it is reasonably possible. In this case, the boat tickets will be refunded/not invoiced. If this is not possible, the customer can postpone the cruise to a later date.

## 6. ON BOARD SAFETY AND TICKET CONTROL

All passengers on board are subject to the Captain's authority. The Captain can refuse access on board or disembark any person who:

- Is drunk or is under the influence of narcotics
- Behave indecently
- Does not observe the rules applicable on board or does not respect the Captain's orders.

If necessary, the Captain can request the help of the police.

He may interrupt the cruise to hand over a person to the police.

The ship's crew only receives orders from the Captain,

The group ticket must be shown on board during the ticket inspection. Every participant must be provided with a pass-check that he must present to the ticket inspector during the cruise.

## 7. RESPONSABILITY

7.1. The customer is responsible for any damage that he or any passenger from his group could cause to the CGN to Café Léman or to third parties.

7.2. The CGN and Café Léman are not responsible for theft, loss or damage to passenger's clothing or belongings.

7.3 The CGN and Café Léman are not responsible for any damage caused to equipment brought on board by the customer.

## 8. JURISDICTION

Any dispute between the parties relating to the present contract will be subject to the exclusive competence of the tribunals of

Lausanne, Vaud, Switzerland for CGN (transport)

Lausanne, Vaud, Switzerland for Café Léman (catering)