

General Terms and Conditions

Stipulation, contracting parties

1. Proposals/offers shall under all circumstances be subject to confirmation. A contract shall be deemed to have been concluded upon acceptance of the proposal/offer by the client.
2. A contract shall be concluded between Ferrovia Monte Generoso and the Client.
3. It shall not be permitted to let or sub-let to third parties the Spaces mentioned in the General Terms and Conditions or to use them for purposes other than those agreed to in the contract without the prior written approval of Ferrovia Monte Generoso.

Fee, payment

1. The fee payable by the Client for the Event shall be due in accordance with the contract or by virtue of acceptance of the proposal/offer.
2. Ferrovia Monte Generoso shall be entitled to request the payment of a suitable amount by way of deposit and/or the details of a valid credit card (e.g. Visa, Master/Eurocard) as a guarantee. Unless agreed otherwise in writing, the following percentages shall be payable in advance:
 - 50% of the fee upon conclusion of the contract (or acceptance of the proposal/offer).
 - The balance will be sent after the event payable in 30 days or on spot cash or credit card.
 - Any additional refreshments consumed shall be paid for on the day of the event either by credit card or in cash. If the payment will be upon invoice, the client shall sign the receipt on the day of the event.
3. Any objection to an invoice must be notified immediately.

Events, Spaces

1. The Client shall be obliged to give notice of the definitive number of participants no later than 10 working days prior to the date of the Event.
2. Ferrovia Monte Generoso shall allow a reduction of up to a maximum of 5% in the number of participants compared to that stated upon conclusion of the contract.
3. Should the number of participants exceed that indicated, the amount chargeable as a fee shall be based on the actual number of participants.



4. Should the number of participants be higher, the Ferrovia Monte Generoso shall be entitled to recalculate the fee agreed to and to change the Spaces confirmed.
5. Unless agreed otherwise, should an Event continue until after midnight Ferrovia Monte Generoso may charge the amount due for the individual service after midnight.
6. The Client shall not be permitted to bring his/her own food and/or drink for the Event.
7. The Client shall be responsible for the payment of any additional food/drink ordered by participants at the Event.
8. Even if not so requested by Ferrovia Monte Generoso, the Client shall be obliged to indicate whether, due to its content or nature, the Event could draw the attention of the public or could harm or otherwise cause detriment to the interests of the facility.
9. Newspaper advertisements or publications, including in particular invitations to presentation meetings, political demonstrations, religious gatherings and trade fairs or similar events that are linked to Ferrovia Monte Generoso must be approved in principle in advance in writing.
10. The name and logo of Ferrovia Monte Generoso may not be used without consent.

Technical equipment and connections

1. Should Ferrovia Monte Generoso make available any technical or other devices or request third party services on the instructions and at the request of the Client, the former shall act under all circumstances on behalf of the Client. The Client shall be responsible for the proper handling and correct return of any items made available. The Client may not ascribe any liability to Ferrovia Monte Generoso in respect of third parties arising as a result of the provision of such devices.
2. In the event that technical facilities and equipment are installed, Ferrovia Monte Generoso shall be entitled to request the Client to arrange the final inspection of those facilities and equipment by authorized experts and to present the relative final inspection certification promptly and unsolicited.
3. The written consent of Ferrovia Monte Generoso shall be required in order to use electrical equipment owned by the Client that needs to be connected to the facility's electrical system. Should this occur, Ferrovia Monte Generoso shall be entitled to charge a lump-sum amount for the use of its electrical system. The Client shall be responsible for any disruption or damage to equipment caused by the use of its own devices or apparatus, unless the facility was responsible for such disruption or damage.



4. With the consent of Ferrovie Monte Generoso, the Client may use its own telephone equipment, fax machines and data transmission systems. Ferrovie Monte Generoso shall be entitled to request the payment of an amount in respect of the use of its own connections.
5. Should the connection and usage of the technical devices owned by the Client preclude the operation of similar equipment by Ferrovie Monte Generoso, the latter may charge a suitable amount as compensation.

Fittings and other items introduced by the Client

1. Any fittings introduced by the Client must comply with fire regulations. Ferrovie Monte Generoso shall be entitled to require the presentation of a relative fire safety certificate issued by the competent authority.
2. In order to prevent any damage, it is not permitted to assemble structures or objects that stick or are fixed to the walls.
3. Display items and any other items must be removed promptly following conclusion of the Event. In the event of a breach of the terms of the previous clause, Ferrovie Monte Generoso shall be entitled to arrange for the items in question to be removed and placed into storage and to charge the Client for the related costs. The Client shall also arrange the removal and disposal of any residual material remaining in loco. The above rules shall also apply to items hired from third party undertakings that have been brought into the facility Spaces.

Cancellation in the event of withdrawal by the Client

1. 7 or more days before the event: no charge.
2. Between 6 and 3 days prior to the event: 50% of the total cost of the event.
3. Less than 2 days prior to the event: 100% of the total cost of the event.

Any costs associated with cancellation/withdrawal for technical equipment ordered for the Event must be reimbursed by the Client insofar as any costs in relation to their provision have already been incurred at the time of cancellation/withdrawal that cannot be recovered through any other usage of such equipment.



Withdrawal by Ferrovie Monte Generoso

1. Ferrovie Monte Generoso shall be entitled to withdraw from the contract if an advance payment agreed to or requested is not made, notwithstanding the expiry of a suitable grace period.
2. Ferrovie Monte Generoso shall be entitled to withdraw from the contract without any requirement to pay compensation:
 - in the event of a force majeure occurrence or any other cause beyond the control of Ferrovie Monte Generoso that renders compliance with the contract impossible;
 - in the event that the hospitality services or events were requested by providing false information on essential elements such as the identity of the Client (and his/her/its guests/participants) or the purposes of the Event;
 - where there are reasonable grounds to suspect that the Event may publicly compromise the reputation of Ferrovie Monte Generoso and the causes are not attributable to the management or organizational control of the facility;
3. In the event of the failure to comply with item 3 of the paragraph entitled "Stipulation, contracting parties".

Liability of the Client

1. The Client shall be liable for any damage to the facility and/or furniture caused by him/her/it and/or his/her/its guests/participants, visitors, staff or third parties involved in the Event. It shall be for the Client to arrange sufficient insurance cover. Ferrovie Monte Generoso may require the presentation of documents to prove that such insurance cover has been put in place.
2. Ferrovie Monte Generoso will not accept any liability for accidents occurring during the Event, unless Ferrovie Monte Generoso has acted with gross negligence or willful intent.

Online purchases

It is essential to book in order to purchase online "Fiore di pietra" restaurant packages. The Ferrovie Monte Generoso and the clients must inform 3 days in advance of any program change, the number of participants or the cancellation of the event/reservation. An e-voucher is a form of payment which may be purchased and redeemed online in full autonomy, and may also be used on mobile devices. As a rule, e-vouchers cannot be exchanged or refunded. The validity is indicated on the voucher purchased. As a rule, travel tickets purchased online are not refundable. E-tickets are issued over the internet and may be printed out by the client or stored on a mobile telephone or similar device.



Liability of Ferrovie Monte Generoso

No liability may be ascribed to Ferrovie Monte Generoso on any grounds whatsoever save in cases involving willful intent or gross negligence attributable to Ferrovie Monte Generoso or in situations involving a breach of material contractual obligations.

Concluding provisions

1. The General Terms and Conditions shall apply unless agreed otherwise in writing between Ferrovie Monte Generoso and the Client.
2. Any amendments to the contract and/or the General Terms and Conditions must be adopted in writing and shall only take effect if confirmed by Ferrovie Monte Generoso in writing.
3. The place of performance and payment shall be at the registered office of Ferrovie Monte Generoso.
4. Should any individual provisions of the General Terms and Conditions cease to have effect or be or become invalid, this shall not affect the validity of the remaining provisions.
5. The contract and the General Terms and Conditions shall be governed by Swiss law. Any dispute concerning the interpretation or implementation of the contract and/or the General Terms and Conditions shall fall under the jurisdiction of the courts of Lugano.