

General terms and conditions of business

1. Scope of application

These general terms and conditions apply to all services offered by

4 B Gastronomie AG (host) towards its contractual partners (customers).

The rental of the premises of the Gare du Nord is exclusively through the Gare du Nord and is not part of this agreement.

The customer's general terms and conditions shall only apply if this has been expressly agreed in writing beforehand.

2. Offer and prices

Our offers are subject to change without notice. All prices quoted include value added tax.

The food and drinks offered by the host are seasonal, regional and subject to market fluctuations. We reserve the right to replace parts of the order that are subject to these fluctuations with equivalent goods without price changes or notice.

3. Orders

Purchase agreements, supply contracts and other agreements, in particular verbal appointments and assurances made by our employees shall only become binding upon written confirmation. With his order, the customer assures that he has read the General Terms and Conditions and declares his agreement with them.

The contract is concluded as soon as an event or catering has been ordered and confirmed by us in writing. The order can be placed orally or in writing.

4. Number of participants

In the case of an exclusive event, the actual number of participants may not be more than 10 percent less than the number of participants agreed in the order confirmation. If the number of participants is reduced by more than 10 per cent, 4B Gastronomie AG reserves the right to recalculate the agreed prices.

The organiser is obliged to inform 4B Gastronomie AG of the number of guaranteed participants in the event at least 10 working days before the event date. From this point on, the number of participants serves as the basis for invoicing. If there are more participants than registered, the actual number of participants will be used as the basis for invoicing.

5. Exclusivity / Minimum consumption

In the case of an exclusive booking of individual rooms, 4B Gastronomie AG is entitled to charge a reservation fee of at least CHF 2,500. The reservation fee will be credited in full against the final invoice, but is not refundable in the event of cancellation 4 months before the event (or later).

At the same time, a minimum consumption of 4,500 CHF for half a day applies for exclusive use of the rooms. (9-16 h or 16-23 h)

If it is not expressly agreed in the order confirmation that one or more premises are exclusively available to the customer, there is no claim to exclusive use.

6. Cancellation and postponement

Cancellations and changes to the day of the event, the time, the number of guests or the choice of food and drink must always be made in writing.

If the customer withdraws from the contract, 4B Gastronomie AG reserves the right to charge the following cancellation costs.

Cancellation free of charge up to 30 days before the event.
Up to 14 days before the event 30% of the agreed service
Up to 4 days before the event 50% of the agreed service
Thereafter 100% of the agreed performance

These conditions can be individually adapted according to the size of the event. These will be set out in the contract.

If a political event is held without the written consent of the host or if there is reason to believe that the catering of the event, the security or the reputation of our house or our guests is in danger, as well as in the case of force majeure, we can withdraw from the contract at any time without any obligation to pay damages.

7. Additional expenditure and third party services

In the case of additional work and decorations carried out by the host that are not included in the order confirmation, 4B Gastronomie AG reserves the right to charge for these separately and according to expenditure.

The use of confetti is prohibited on our premises. In the event of violation, corresponding additional cleaning costs will be invoiced. We would like to point out that the use of sparklers often leads to burn marks on the table linen, which will be invoiced accordingly.

Insofar as 4B Gastronomie AG procures technical or other equipment or services from third parties for the customer, it acts in the name and on account of the customer. The customer is liable for the careful handling and proper return of such equipment and indemnifies 4B Gastronomie AG against all third-party claims.

From 23.00 hrs we charge personnel cost surcharges for night work of CHF 10,- per commenced working hour.

8. Damage, liability, return and special cleaning

The customer is liable for damage, theft or loss of equipment or inventory caused during the event without proof of fault on the part of 4B Gastronomie AG, unless the damage or loss is demonstrably the fault of 4B Gastronomie AG. 4B Gastronomie AG will repair damage itself or have it repaired by the contractual suppliers. The customer will be invoiced for the corresponding services.

4B Gastronomie AG accepts no liability for loss of or damage to items brought to an event. Cleaning of the premises is included in the arrangement. The cleaning of excessive soiling will be invoiced accordingly.

9. Regulations for catering services

9.a. Delivery

For catering services we charge a delivery fee which depends on the delivery effort. Information about the expected amount can be obtained from our sales staff.

Depending on the order volume, we reserve the right to charge a minimum quantity surcharge.

The delivery is made to the delivery address given by the customer on the agreed delivery date. Delivery is made to the best of our knowledge and belief and in compliance with the relevant legal regulations. For each delivery, time shifts, e.g. due to force majeure (traffic jams, weather conditions, etc.), must be expected, which we cannot influence even with great care. We are always anxious to avoid such cases, which can sometimes lead to an early delivery.

The customer guarantees the receipt of the goods and rental accessories ordered by him and confirms the proper receipt.

Special features regarding the place of delivery (construction sites, directions, stairs, non-functioning lifts etc.) must be communicated by the customer when placing the order, so that we can adapt to this in terms of time and organisation.

9.b. Goods on loan

The delivery of food and beverages is carried out in or on loan, such as hot plates or trays. These will be collected by us the following day by arrangement. The customer keeps the loaned goods ready for collection at the agreed date. The collection is invoiced as well as the delivery. If the rented goods cannot be collected by us because the customer is not present at the agreed date, we reserve the right to charge for working hours, mileage and daily rental fees for rented items. On request, the material can also be returned by the customer.

The customer is responsible for the rented goods from the moment of handing them over until they are returned. The return is initially subject to reservation. Missing quantities and breakage will be charged at the current price.

9.c. Liability

Our liability within the scope of the agreed services is limited to the value of the goods. After handing over the ordered goods and loaned goods to the customer, the liability for damage and breakage is transferred to the customer.

If the customer is not the ordering party himself or if a commercial agent or organiser is engaged by the customer, they shall be jointly and severally liable with the customer for all obligations arising from the contract.

If B Gastronomie AG is hindered in the performance of its services by force majeure or strike, no liability for damages can be derived from this.

9.d. Warranty

We assure to take care that the goods to be delivered are produced and transported carefully and according to the regulations. We do not guarantee that the order will be delivered on time or within a certain time frame. The customer must inspect the goods upon receipt with reasonable thoroughness. Recognisable defects or complaints relating to the quantity of goods ordered can only be asserted immediately after delivery and must be noted immediately on the delivery note.

We do not accept any claims for damages for damages caused by force majeure.

The host must be informed immediately by telephone in the event of defective or incomplete delivery, so that any missing or incorrectly delivered parts of the order can be delivered subsequently. In the case of verifiable defects, we may, at our discretion, repair or replace the goods free of charge. A right to rescission or reduction shall not apply if any defects or reduced performance are not objected to until later.

10. Terms of payment

The following terms of payment apply (unless otherwise stated in the order confirmation)

1. down payment with binding reservation for exclusive use of the rooms: 2.500 CHF
Alternatively 40% of the order value for non-exclusive use
2. 50% of the order value 1 month before the event.
3. final payment and settlement of the beverage consumption after your visit.

The customer pays for the ordered goods and services in cash or by credit card, unless otherwise agreed. Larger events can also be paid on account by bank transfer to our business account, within 10 days of the invoice date.

For issuing an invoice we charge 1% administration fee, minimum CHF 10,-. These fees may be deducted if payment is made in due time.

11. Final regulations

These terms and conditions are an integral part of the final order confirmation. The regulations made therein take precedence over the provisions of the GTC. Amendments and supplements to the contract or these General Terms and Conditions must be made in text form. Unilateral changes or additions are invalid.

Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected. In all other respects the statutory provisions shall apply.

All contracts or order confirmations concluded under these General Terms and Conditions between 4B Gastronomie AG and the customer are subject exclusively to Swiss law. The place of jurisdiction is Basel.

4B Gastronomie AG