

Gala d'Or Terms & Conditions

The orders and deliveries carried out by us are subject to the following terms and conditions. Deviating conditions, particularly those contained in the customer's general terms and conditions, are only valid if they have been agreed in writing in advance.

General Informations

VAIS Group GmbH is a full-service Company with the Brands Gala d'Or and Cloud 50 and provides comprehensive catering and event services to the customer. We do not assume the function of the organiser in any form. The organiser is always the customer or his client and is therefore responsible for the orderly running of the event. We cannot be held liable for any damage in connection with the organisation of the event. The customer/organiser must ensure sufficient insurance cover for property damage and personal injury.

Order

An order is considered confirmed as soon as the mutual expression of intent has been made. A confirmation is therefore binding for us even without a signature. By receiving our order confirmation, the customer agrees to our terms and conditions. Changes to the order (number of people, menu, etc.) can be accepted up to 24 hours before the event. If fewer people are ordered than are present at the event, but there is sufficient food for all those present, all those present will be charged.

Down payment

Private events:

For private events, we charge an initial deposit of CHF 200 and a second deposit of 80% of the order amount minus CHF 200.00, payable up to 10 days before the event.

Corporate events:

For larger orders totaling more than CHF 12,000, we charge a deposit of 50% payable up to 10 days before the event.

If the deposit is not paid on time, we are entitled to cancel the order.

Performance guarantee

We are committed to organising the event professionally and with care. When selecting food and beverages, we emphasise impeccable quality. We help with the organisation of the event and take on the necessary coordination of the suppliers involved. We manage the entire event if this has been agreed with the client. All rights to the ideas, proposals, drafts, sketches, illustrations and texts presented are the intellectual property of VAIS Group GmbH. Their utilisation in any form whatsoever is only permitted with express written consent.

Cancellation of the order

Cancellation of the order must be made in writing. The following fees will be charged:

- After order confirmation, a fee of CHF 200 for handling costs.
- 4 weeks to 1 week before the event we charge 40% of the total order costs.
- Less than one week 80% of the total order costs.
- From 24 hours before the event: 100% of the order amount.

If we become aware of credit-reducing circumstances on the part of the customer or if the customer does not fulfil his previous payment obligations, we are entitled to withdraw from the order.

Prices

All prices are per person and unit excluding crockery, furniture, service and VAT. Delivery and transport costs are included from an order amount of CHF 3,500.00. Transport costs are calculated as follows:

- Without one of our employees at the event CHF 2 / kilometre.
- With one of our employees at the event CHF 1.70 / kilometre.

The prices quoted are guide prices for groups of 50 people or more and may vary depending on the number of people and local conditions. For smaller groups, the prices are calculated as follows:

- 15 to 25 persons + 30 %
- 26 to 40 persons + 20 %
- 41 to 50 persons + 15 %

On Sundays and public holidays, a Sunday surcharge of CHF 2.50 per person will be charged. For employees we charge CHF 10.00 in addition to the hourly rate.

Delivery date

We will do our utmost to meet your deadline but reserve the right to extend the delivery period in the event of accident, illness, machine defects or other cases of force majeure. The delivery and service times agreed with the customer are in any case to be understood as mere approximate times. We accept no liability for late deliveries and delays during the event and the customer cannot claim any deduction from the invoice amount on this basis. If the requested delivery date cannot be met, you will be informed by us if possible.

Transport / special permits / parking facilities

The transport is organised and carried out by us. Exceptional authorisations such as permits to drive on Sundays and at night, special authorisations to drive on private roads and roads with weight restrictions or mountain roads with restrictions are obtained by us and charged to the client additionally. Costs for railways, lifts, lifting charges for forklifts on site or transport by third parties are also charged to the customer. Parking facilities for our vehicles must be available. It is important that these means of transport can be parked directly at the catering kitchen (hall/tent). Parking permits and parking facilities are organised by the customer. Any parking fees will be charged to the customer.

Delivery

The delivery does not include floor changes or longer unloading distances. Additional costs will be charged for difficult delivery/removal or setting up/dismantling your order. CHF 20 per quarter of an hour

Service

Our employees are charged per quarter of an hour. Set-up and dismantling as well as travelling time count as working time. A night surcharge is charged from 11.00 pm.

Involvement of a third party

VAIS Group GmbH is authorised, if necessary, at its own discretion, to have the contractual obligations fulfilled by a third party independently or to call in a third party. The third party must be able to fulfil the order in the same or a similar way. In such cases, we undertake to carefully select and instruct the third party.

Complaint

The customer is obliged to raise any objections or defects to the services during or immediately after the event. All services shall then be deemed to have been approved. Liability for consequential damages is excluded in any case. Later complaints are not comprehensible and will not be recognised by us.

Invoice

All our services are invoiced in accordance with the order confirmation. Unless otherwise agreed, the invoice must be paid in full within 10 days. For payments up to 30 days before the event, we grant a 2% discount. Up to 5 days before the event, we grant a 1% discount. After expiry of the payment deadline, 5% interest on arrears will be charged.

Material

Any material required is hired on a customer-specific basis and charged separately to the client. The material is not insured against theft.

Loss or damage caused to the material will be charged to the customer.

Place of jurisdiction

The place of jurisdiction and place of fulfilment for all claims is Zurich.

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