

General Terms & Conditions



NEAT Event Bar by NXT

Effective July 2026
Subject to Periodic Revision

01 – Scope of Application

These General Terms & Conditions ("GTC") shall apply to all quotations, proposals, services and agreements concluded between NEAT Event Bar by NXT (hereinafter referred to as "NEAT") and its client (hereinafter referred to as the "Client"). By accepting a quotation, signing a proposal, providing written confirmation, confirming through electronic communication, or making use of NEAT's services, the Client acknowledges and agrees to be bound by these General Terms & Conditions.

02 – Quotations & Contract Formation

Unless expressly stated otherwise, all quotations submitted by NEAT are non-binding and subject to change. A legally binding agreement shall come into existence upon the occurrence of any of the following:

- Written order confirmation issued by NEAT
- Written confirmation by e-mail
- Signed quotation or proposal
- Written acceptance communicated via digital communication channels

The confirmed quotation shall exclusively define the agreed scope of services.

02A – Electronic Communications

Electronic signatures, scanned signatures and written confirmations transmitted by e-mail or other electronic communication channels shall be deemed legally valid and binding to the fullest extent permitted under applicable Swiss law.

03 – Scope of Services

The scope of services shall be governed exclusively by the confirmed quotation.

Any amendments, additional requests or supplementary services requested after confirmation shall be charged separately in accordance with the agreed hourly rates or the applicable price list.

NEAT reserves the right to substitute products, ingredients, equipment or materials with equivalent alternatives where reasonably required, provided that the agreed quality and overall scope of services are not materially affected.

04 – Pricing

Unless expressly agreed otherwise, all prices are quoted in Swiss Francs (CHF).

Unless expressly stated otherwise, all prices exclude:

- Value Added Tax (VAT), where applicable under Swiss law
- Parking fees
- Access permits or special authorisations
- Extraordinary transportation costs
- Any services not expressly included within the confirmed quotation

05 – Payment Terms

Invoices shall be payable within ten (10) calendar days from the invoice date without deduction, set-off or counterclaim.

NEAT reserves the right to request a deposit of up to 50% of the total quotation value.

For short-notice bookings, first-time clients, or where deemed appropriate, NEAT may require full payment prior to the event.

In the event of late payment, reminder fees and statutory default interest may be charged in accordance with applicable Swiss law.

06 – Final Number of Guests

The final number of guests must be confirmed by the Client in writing no later than seven (7) calendar days prior to the scheduled event.

Should no updated guest count be provided within this period, the most recently confirmed number of guests shall be deemed final and binding for invoicing purposes.

Any reduction in the number of guests after this deadline shall not entitle the Client to a reduction in the agreed fees.

07 – Amendments to the Services

Any amendments relating to the duration of the event, guest numbers, beverage selection, staffing requirements, service hours or the agreed scope of services shall require the prior written approval of NEAT.

Any additional costs incurred or services rendered as a result of such amendments shall be invoiced accordingly.

08 – Cancellation Policy

Should the Client cancel the confirmed booking, the following cancellation fees shall apply:

- More than 30 days prior to the event: No charge
- 29-15 days prior to the event: 30% of the agreed contract value
- 14-8 days prior to the event: 50%
- 7-3 days prior to the event: 75%
- Less than 72 hours prior to the event, or in the event of a no-show: 100%

Cancellation must be submitted in writing.

Any special-order products, customised goods or third-party costs already incurred shall be invoiced in addition to the above cancellation charges.

09 – Weather & Outdoor Events

For outdoor events, the Client shall bear the weather-related risk.

Postponements or cancellations due to adverse weather conditions shall not constitute Force Majeure and shall remain subject to the cancellation policy set out in these General Terms & Conditions.

10 – Setup & Dismantling

The Client shall ensure that the following requirements are met at the agreed setup time:

- Unrestricted access to the venue
- Adequate space for the bar and equipment
- Suitable loading and unloading access
- Any agreed power and water connections

Delays resulting from circumstances beyond NEAT's control may be charged at the applicable hourly rate.

11 – Travel, Waiting Time & Additional Service Hours

Where setup cannot commence as scheduled due to restricted venue access or organisational delays beyond NEAT's control, the resulting waiting time shall be invoiced separately.

Any extension of the event shall be subject to staff availability and shall be charged in accordance with the confirmed quotation or the applicable hourly rates.

12 – Alcohol Service & Age Verification

NEAT complies with all applicable Swiss laws governing the sale and service of alcoholic beverages.

NEAT reserves the right to request proof of age and to refuse the service of alcoholic beverages to underage persons, intoxicated guests or individuals who appear to be impaired.

13 – Perishable Goods

Prepared or opened food products, fruit, syrups, juices, ice and other perishable goods cannot be returned, refunded or credited for hygiene and food safety reasons.

14 – Client-Supplied Products

Where beverages, food products or ingredients are supplied by the Client, NEAT accepts no responsibility or liability for their quality, storage, hygiene, handling or food safety.

15 – Allergies & Dietary Requirements

Information regarding ingredients and known allergens is available upon request.

NEAT shall not be liable for undeclared allergies, individual intolerances or any cross-contamination that may occur despite the exercise of reasonable care.

16 – Client Liability for Damage

The Client shall be liable for any loss or damage caused by the Client, the Client's guests, employees, contractors or any third parties engaged by the Client to NEAT's bar equipment, furniture, glassware, décor, inventory or any other property supplied by NEAT. Repair or replacement costs shall be charged at the actual repair cost or replacement value, whichever is applicable.

17 – Limitation of Liability

NEAT shall be liable only for damage resulting from wilful misconduct or gross negligence.

To the fullest extent permitted under Swiss law, NEAT shall not be liable for indirect or consequential damages, loss of profit, loss of business, loss of reputation or claims asserted by third parties.

Where liability cannot be excluded by law, NEAT's total liability shall, to the fullest extent permitted by Swiss law, be limited to the total value of the respective confirmed booking.

18 – Ownership of Equipment

All bars, furniture, glassware, equipment, decorative items and any other materials supplied by NEAT shall remain the exclusive property of NEAT at all times.

No item may be removed, used for any purpose other than the agreed event, or retained after the event without NEAT's prior written consent.

19 – Cleaning

Standard cleaning of all equipment supplied by NEAT is included in the agreed service.

Extraordinary cleaning or restoration resulting from excessive soiling or damage, including but not limited to confetti, wax, paint, biological hazards or comparable contamination, shall be charged separately based on the actual time and costs incurred.

20 – Complaints

Any complaint relating to the services provided by NEAT must be communicated immediately during the event or, at the latest, within forty-eight (48) hours following the conclusion of the event.

Complaints submitted after this period may no longer be considered.

21 – Force Majeure

Should the event be prevented, delayed or only partially performed due to circumstances beyond the reasonable control of either party, including but not limited to natural disasters, pandemics, epidemics, governmental orders, war, civil unrest, strikes, power

outages or comparable unforeseeable events, both parties shall use reasonable efforts to reach an equitable solution. Any expenses, preparation costs or third-party costs already incurred by NEAT may be invoiced to the Client.

22 – Early Termination of the Event

Should the event be terminated prematurely due to violence, aggressive behaviour, safety concerns or instructions issued by competent public authorities, NEAT shall be entitled to terminate its services immediately. In such circumstances, the Client shall not be entitled to any refund of fees already agreed or paid.

23 – Insurance

The Client shall be responsible for obtaining adequate event liability insurance where required by law or where appropriate in light of the nature or scale of the event. NEAT maintains business liability insurance appropriate to its operations and in accordance with applicable Swiss legal requirements.

24 – Data Protection

Personal data shall be processed exclusively for the purposes of contract performance, client relationship management and compliance with applicable legal obligations.

Personal data shall only be disclosed to third parties where necessary for the performance of the agreement or where disclosure is required by law.

The current Privacy Policy published on www.neatbynxt.ch shall apply in addition to these General Terms & Conditions.

25 – Photography & Reference Material

Unless the Client expressly objects in writing prior to the commencement of the event, NEAT may photograph, film or otherwise record the event and use such material for marketing, portfolio and reference purposes.

Photographs or videos in which individuals are clearly identifiable shall only be published in compliance with applicable Swiss data protection and personality rights legislation.

For private, confidential or non-public events, publication shall only take place following prior consultation with the Client.

26 – Intellectual Property

All concepts, cocktail recipes, menus, presentations, branding, photographs, visual materials and other intellectual property created by or on behalf of NEAT shall remain the exclusive property of NEAT unless otherwise agreed in writing.

Nothing contained in these General Terms & Conditions shall be construed as granting the Client any licence or ownership rights in such intellectual property.

27 – Confidentiality

Both parties undertake to treat all confidential information obtained during the course of their business relationship as strictly confidential.

Such information shall not be disclosed to any third party unless disclosure is required by law or expressly authorised in writing by the other party.

28 – Engagement of Third Parties

NEAT reserves the right to engage suitably qualified employees, freelancers or subcontractors for the performance of its contractual obligations where deemed appropriate.

NEAT shall remain responsible for the proper performance of the agreed services.

29 – Severability

Should any provision of these General Terms & Conditions be held to be invalid, illegal or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions shall remain unaffected.

The invalid provision shall be replaced by a valid provision that most closely reflects the commercial intent of the original provision.

30 – Entire Agreement

These General Terms & Conditions together with the confirmed quotation constitute the entire agreement between the parties and supersede all prior discussions, negotiations, representations and agreements relating to the subject matter hereof.

31 – Governing Law & Place of Jurisdiction

These General Terms & Conditions shall be governed exclusively by the laws of Switzerland.

The exclusive place of jurisdiction shall be Kriens, Canton of Lucerne, Switzerland, unless mandatory provisions of Swiss law provide otherwise.

Document Information

Effective Date

25 July 2026

Current Version

Version 2.0

Supersedes

All previous versions.

Revision Policy

NEAT Event Bar by NXT reserves the right to revise these General Terms & Conditions from time to time. The version in effect at the time the agreement is concluded shall apply.