

GENERAL TERMS AND CONDITIONS FOR EVENTS (AS OF: NOVEMBER 2013)

1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions shall apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer.
- 1.2 The hotel's prior consent in written form is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events.
- 1.3 The customer's general terms and conditions shall apply only if previously expressly agreed to in written form.

2 CONCLUSION OF CONTRACT, PARTIES, LIABILITY

- 2.1 The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the booking of the event in written form.
- 2.2 The hotel's liability for damages to the customer is excluded completely to the extent permitted by law. The liability for other damage caused with full intent or gross negligence is excepted. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer is obligated to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Furthermore, the customer is obligated to inform the hotel in good time concerning the possible occurrence of exceptionally large damage.

3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
- 3.2 The customer is obligated to pay the agreed or applicable hotel prices for these and other services provided. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. In particular, this applies to claims of copyright collecting agencies.
- 3.3 The agreed prices include all taxes and local duties in effect at the time of the conclusion of contract. This does not include locally levied duties, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local duties concerning the services rendered are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted accordingly.
- 3.4 Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of invoice. The hotel can demand immediate payment of due debt from the customer at any time. For invoices stating a due date, default interest of 5 % shall be due from that date onwards. For all other invoices the customer shall be in default upon receipt of the dunning notice and default interest to the amount of 5 % shall be due from the dunning date onwards.
- 3.5 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract.
- 3.6 In justified cases, e.g. the customer's default in payment or expansion of the scope of contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.5 or an increase of the advance payment or a security agreed in the contract up to the total agreed compensation.
- 3.7 The customer may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

- 4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
- 4.2 Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.
- 4.3 If a contractual right of withdrawal has not been agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract, the hotel is entitled to the contractually agreed rate despite any non-utilization of services. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is at liberty to show that the claim has not arisen at all or that it is much lower than the demanded claim. The hotel is at liberty to show that a higher claim has arisen.
- 4.4 If the customer withdraws from the contract earlier than 4 weeks before the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35 % of lost food sales (70 % of food sales for any later cancellation).
- 4.5 Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price has yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply.
- 4.6 If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge 60 % of the seminar flat rate x the agreed number of participants in case of cancellation earlier than four weeks prior to the date of the event (85 % of the seminar flat rate x the agreed number of participants for any later cancellation).

5 WITHDRAWAL OF THE HOTEL

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof and setting of appropriate deadline by the hotel, does not waive his right of withdrawal.
- 5.2 If an agreed or demanded advance payment or security payment pursuant to No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
- 5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
 - events or rooms are booked with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;

- the purpose or the cause of the event is illegal;
 - there is a breach of the above-mentioned No. 1.2.
- 5.4 The justified withdrawal by the hotel does not constitute a claim for damages by the customer.

6 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT

- 6.1 An increase of the number of participants by more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event; it requires written consent by the hotel.
- 6.2 A reduction in the number of participants by more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event. The invoice shall then be based on the actual number of participants minus 5%.
- 6.3 In case the number of participants is reduced by more than 10 %, the hotel shall be entitled to exchange the confirmed room reservations, taking into account possible deviations in room rents, unless this is unreasonable for the customer.
- 6.4 If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

7 BRINGING OF FOOD AND BEVERAGES

The customer is strictly not permitted to bring food or beverages to events. Exceptions must be agreed to with the hotel in writing. In such cases, a charge will be made to cover overhead expenses.

8 TECHNICAL FACILITIES AND CONNECTIONS

- 8.1 To the extent that the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
- 8.2 Written consent is required for the use of the customer's own electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions or damage to the hotel's technical facilities caused by using such equipment to the extent that the hotel itself is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
- 8.3 The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee for such use.
- 8.4 If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
- 8.5 Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. Payment may not be withheld or reduced in so far as the hotel was not responsible for such malfunctions.

9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN

- 9.1 The customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms and/or hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. In addition, in all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, release from this liability shall be prohibited.
- 9.2 Decorations brought in must conform to technical fire protection requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, the hotel shall be entitled to remove material already brought in at the cost of the customer. Due to the possibility of damage, any installation or mounting of objects must be confirmed by the hotel prior to installation or mounting.
- 9.3 Objects on exhibit and other items brought into the hotel must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such objects at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period in which the room is held back.

10 CUSTOMER'S LIABILITY FOR DAMAGE

- 10.1 The customer shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer himself.
- 10.2 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.

11 FINAL PROVISIONS

- 11.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 11.2 Place of performance and payment is the registered office of the hotel.
- 11.3 The sole place of jurisdiction - also regarding exchange and cheque disputes - is the registered office of the hotel under company law.
- 11.4 The laws of Switzerland shall apply. The application of the UN Sales Convention and the provisions pertaining to the conflict of law is excluded.
- 11.5 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.