

## GENERAL TERMS AND CONDITIONS OF BUSINESS HOTEL KRONE UNTERSTRASS

### Reservation and conclusion of contract

#### Subject matter of the contract

The contract relating to the hire of seminar rooms, rooms, areas, other supplies and services comes into effect with the written confirmation by the Hotel Krone Unterstrass and the signature of the guest / the organizer or, in case of online bookings, with the booking confirmation.

#### PRICES

Prices are in CHF and include the statutory value-added tax. Any increase in value-added tax after the conclusion of the contract shall be borne by the principal. Prices listed in Euro are merely guide prices, and will be calculate at the current rate. All published prices may be adjusted at any time. The prices confirmed by Hotel Krone Unterstrass shall be the valid prices.

#### Terms of payment

The invoice can be sent to company addresses in Switzerland, after prior written confirmation by the company that it accepts the invoice. Invoices for events with a turnover amounting to less than CHF 300.00 must be paid directly at the hotel. Event organizers from abroad shall make an advance payment or guarantee the booking by giving a credit card number. Depending on the size and nature of the reservation, the hotel will demand an advance payment. In cases of room reservations for stays extending beyond 14 nights, the hotel always requests an advance payment:

Stay, number of nights	Amount of advance	Due date, bank value date
-14 nights	no advance payment required	
15-30 nights	30 nights	7 days prior to arrival
60 nights (example)	1st – 30th night	7 days prior to arrival
	31st- 60th night	7 days before 31st night

#### CANCELLATIONS

##### Seminars

If an event cannot be held, without any culpability on the part of the hotel, then the hotel's claim for payment in accordance with the order confirmation and the receipt of the written cancellation shall be as follows:

##### Seminar rooms

###### Cancellation time before event date

until 45 days before  
 30th to 44th day  
 20th to 29th day  
 10th to 19th day  
 3rd to 9th day  
 from 2nd day

###### Hotel claim for loss of services

no claim  
 50% of the room hire charge  
 100% of the room hire charge  
 100% of the room hire charge + 30% of the food sales  
 100% room hire charge, 50% of food sales  
 100% room hire charge, 80% of food sales

##### Hotel rooms in connection with seminars

###### Cancellation time before event date

until 45 days before  
 until 28 days before  
 until 14 days before  
 until 7 days before

###### Hotel claim

no claim  
 night for 50% of the rooms  
 1 night for 80% of the rooms  
 1 night for 90% of the rooms

#### HOTEL, SHORT STAYS UP TO 14 NIGHTS

##### Guaranteed reservations for individual guests

Cancellations of guaranteed reservations up to 4 pm on the day of arrival do not incur any costs. In case of cancellations of guaranteed reservations after 4 pm on the day of arrival, and in case of no show by the hotel guest, the hotel shall charge the agreed room price for the first night.

##### Hotel, stays from 15 nights

###### Days of notification prior to date of arrival

until 14 days prior to arrival  
 13 – 7 days  
 6 – 0 days

###### Hotel claim

no claim  
 2 nights at the price for short stays  
 4 nights at the price for short stays

No show

Early departure and late arrival

4 nights at the price for short stays

see above terms for 'day of notification' and 'claim'

##### Cancellation by the Hotel Krone Unterstrass

If the hotel has justified grounds to assume that the event is likely to endanger the smooth operation of the business, the safety or the reputation of the hotel, as well as in case of force majeure, the hotel can cancel the event without any liability to pay compensation.

Binding parts of the contract

#### **LIABILITY**

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##### **Hotel Krone Unterstrass**

The Hotel Krone Unterstrass shall be liable in case of intentional or grossly negligent or non-contractual loss. It shall be the guest/organizer's responsibility to furnish proof of culpability. Any further liability (slight negligence, medium negligence, liability for the consequences) is excluded.

##### **Guest, organizer**

The guest or organizer shall be liable for damage to or loss of installations or inventory which occurred during a stay or during an event, without the hotel being required to furnish proof of culpability. The Hotel Krone Unterstrass accepts no responsibility for theft of, or damage to, materials brought in by third parties. In any case, it shall be the organizer's responsibility to insure materials brought in.

#### **SEMINARS**

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##### **Number of participants**

The organizer must notify the hotel of the binding number of participants at the latest four working days before the date of the event. Deviations from the actual number of participants shall be taken into account in the invoicing up to a maximum of 5 %. Downward deviations beyond this shall be borne by the organizer. If there are upward variations in the number of participants, the invoice shall be based on the actual number of participants.

##### **Additional costs for erecting and dismantling seminar infrastructure**

The Hotel Krone Unterstrass shall furnish the seminar rooms in accordance with the agreed written confirmation. The organizer will be invoiced for any additional costs incurred during the erection and dismantling.

The organizer can arrange for cardboard boxes, paper and residual conference materials to be disposed of in-house after the event. In case of quite large amounts, the hotel reserves the right to charge a flat-rate waste disposal fee.

##### **Third-party services**

Insofar as the hotel procures technical or other installations from third parties for the organizer, the hotel shall act in the name, and on the account of, the organizer. The organizer shall be responsible for the careful handling and proper return of the installations, and shall exempt the hotel from all claims by third parties.

##### **Food and drink**

All food and drink must be bought from the hotel. In special cases (national specialties etc.), a different agreement can be made in writing, subject to a service fee or corkage.

##### **Late-night surcharge**

For events that continue beyond midnight, the hotel must be informed at the time of the booking, and the corresponding permit must be obtained by the organizer. In this case, the service staff shall be paid separately.

##### **Advertisements in the media**

Advertisements in the media publicizing events at the hotel require the hotel's prior written agreement. If such publicity is issued without consent, and if the hotel's interests are damaged as a result, then the hotel shall have the right to cancel the event subject to a claim for payment and any claims for compensation.

##### **Room changes**

The hotel reserves the right to make room changes, in so far as this is deemed to be acceptable to the organizer, while taking the hotel's interest into account.

#### **HOTEL ROOMS**

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##### **Subletting**

The hotel room is reserved for the registered guest. Letting the room to a third person requires the written permission of the hotel.

##### **Applicable law / place of jurisdiction**

The General terms and conditions of business are an integral part of our definite confirmation. Place of performance and place of jurisdiction for both parties shall be Zurich. The General terms and conditions of business regulate the legal relationship between the guest/organizer and Hotel Krone Unterstrass. Divergent or additional provisions must be laid down in writing.