



GENERAL TERMS AND CONDITIONS

FOR HIRING OF SEMINAR AND CONFERENCE PREMISES AND HOTEL ROOMS

1 SCOPE OF THE GENERAL TERMS OF BUSINESS

The scope of these General Terms of Business is the provision of seminar and conference premises, hotel rooms and other services required for the event in question which are to be provided by the Hotel Schweizerhof Zürich, called «Hotel» hereafter.

2 OBLIGATIONS OF THE ORDERING PARTY

2.1 NUMBER OF PARTICIPANTS

2.1.1 SEMINAR AND CONFERENCE PREMISES

The ordering party and the Hotel agree in the Event Confirmation upon the number of participants contemplated. The ordering party will inform the Hotel of the fixed number of participants as early as possible.

The cost of reducing the number of participants will be calculated as followed:

- Up to 30 days before the event: free reduction of participants
- Between 10 and 30 days before the event: free reduction of a maximum of 20% of the originally confirmed number of participants.
- Between 3 to 9 days before the event: free reduction of a maximum of 10% of the originally confirmed number of participants.

If the effective number of participants in the sequence is smaller, the stated number of participants is used as the basis for the invoice; if the effective number of participants is higher, the actual costs incurred will be charged. If the effective number of participants is higher than the stated number of participants, the Hotel does not guarantee the consideration of all guests.

In case of cancellation of the event, the Hotel reserves the right to invoice as described in point 2.5.1. Any external costs incurred (e.g. rent technical material) shall be borne by the ordering party.

2.1.2 HOTEL ROOMS (groups from 10 rooms)

The ordering party and the Hotel agree in the confirmation on the intended number of required hotel rooms (agreed number of rooms).

The client shall notify the Hotel of the fixed number of required hotel rooms (fixed number of rooms) no later than seven (7) days before the start of the event. If the fixed number of rooms is less than the agreed number of rooms, the Hotel reserves the right to charge 80% of the forgone turnover. If the fixed number of rooms is higher than the agreed number of rooms, the compensation is still calculated based on the fixed number of rooms. The cancellation conditions are described in point 2.5.3.

2.1.3 Should the fixed number of participants or the fixed number of rooms fail to be communicated by the deadline, the number stated in the Event Confirmation will be deemed to be fixed.

2.2 CONDITIONS OF PAYMENT

The invoice amount is payable without any discount within the 30 days after issuance of the invoice.

The Hotel is entitled to demand 100% of the estimated invoice amount as prepayment upon signature of the Event Confirmation. The pre-payment amount will be credited to the invoice in full but without interest.

Should the ordering party's registered offices/domicile be abroad, up to 100% of the estimated invoice amount will be asked as prepayment. The final setting takes place upon checking out.

In case of default of payment, the Hotel will additionally charge the resulting processing costs.

2.3 INVOICING

Invoicing is exclusively in Swiss Francs (CHF). Invoices of the hotel without a due date are considered due and payable within 30 calendar days of the invoice date without deduction.

The hotel is also entitled to demand immediate payment. According to the Swiss Federal Tax Administration, the subsequent amendment of the invoice is not permitted after payment of an invoice.

2.4 LIABILITY FOR PAYMENT

If the ordering party is not also the organiser of the event, the organiser of the event must also sign the Event Confirmation and is also considered to be the ordering party vis-à-vis the Hotel. In particular, the organiser of the event is jointly and severally liable with the ordering party for the full invoice amount. This liability extends to additional services purchased by the participants at the event, unless direct payment has been expressly agreed.



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2.5 CANCELLATION BY THE ORDERING PARTY

If the event is cancelled for reasons which rest with the ordering party, the ordering party is obliged to reimburse the following costs:

2.5.1 FOR THE RESERVATION OF SEMINAR AND CONFERENCES (AS PER EVENT CONFIRMATION)

SMALL ROOM WITHOUT FOOD (25 m²)

Cancellation up to 7 days before the event: no charge
After the Hotel charges 100% of the estimated invoice amount

SMALL ROOM WITH FOOD (25 m²)

Cancellations up to 7 days before the event: no charge
For cancellations from the 7th day up to the 2nd day before the event: 100% charge of the room rent
For cancellations less than 2 days before the event: 100% charge of room rent and 100% lost turnover of food and beverages.

LARGE ROOM WITH FOOD (45 m²)

Cancellations up to 21 days before the event: no charge
For cancellations from the 21st day to the 14th day before the event: 100% charge of the room rent
For cancellations from the 14th day to the 7th day before the event: 100% charge of the room rent and 50% lost turnover of food and beverages.
For cancellations less than 7 days before the event: 100% charge of room rent and 100% lost turnover of food and beverages.

MAIN ROOM WITH FOOD (75 m²)

Cancellations up to 42 days before the event: no charge
For cancellations from the 42nd day to the 30th day before the event: 100% charge of the room rent
For cancellations from the 30th day to the 14th day before the event: 100% charge of the room rent and 50% lost turnover of food and beverages.
For cancellations less than 14 days before the event: 100% charge of room rent and 100% lost turnover of food and beverages.

2.5.2 FOR INDIVIDUAL RESERVATION OF LESS THAN 10 HOTEL ROOMS

No charge for cancellations until 4 p.m. on the day of arrival. If a cancellation is made after this time, 100% of the contracted room rate will be invoiced.

2.5.3 FOR RESERVATION OF HOTEL ROOMS IN GROUPS OF 10 OR MORE ROOMS (AS PER CONFIRMATION)

Cancellations up to 31 days before the day of arrival: no charge
For cancellations from the 30th day up to the 8th day before day of arrival: 50% charge of the contracted room rate.
For cancellations from the 7th day before the day of arrival: 100% charge of the price of the contracted room rate.

3 START AND END OF THE EVENT

The start and the end of the event are specified in the Event Confirmation. Subsequent amendments to the agreed times must be approved by the Hotel. Any additional costs of third parties arising as a result will be charged to the ordering party.

4 OPTION DATES

Option dates are binding for both parties. The Hotel is entitled to dispose of the reserved seminar and conference premises as well as the hotel rooms automatically following the expiry of the option dates.

5 CHECK-IN & CHECK-OUT

The check-in time at the arrival day is at 2.00 p.m. The hotel room must be vacated by 12.00 noon. Later check out (upon availability) must be arranged with the Hotel on the day prior to departure at the latest. In case of a check out between 12.00 noon and 6.00 p.m. there will be a charge of 50% of the contracted room rate. In case of a check out after 6.00 p.m., the full amount of the overnight will be charged.

6 LIABILITY FOR DAMAGE

6.1 LOSS AND DAMAGE

The ordering party is liable for loss and damage of fixed and mobile equipment caused by its employees and /or its participants at events

6.2 USE OF DECORATION MATERIALS

No additional decoration materials may be used without the express of the Hotel. The ordering party is responsible for ensuring that any decoration material used with the consent of the Hotel complies with fire



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regulations. Liability regarding the fire authorities rests with the ordering party. Decoration material brought by the ordering party must be removed after the event has ended. Decoration material which has not been removed will be disposed by the Hotel at the ordering party's expenses.

6.3 DISCLAIMER IN RESPECT OF LIABILITY FOR ITEMS BROUGHT IN

The Hotel disclaims all liability für loss or damage to items brought in by the ordering party, or by the participants at the event.

7 REIMBURSEMENT OF OUTLAYS

If the Hotel procures technical equipment or other services provided by third parties, this will be undertaken on the instruction of the and on the account of the ordering party. The ordering party undertakes to reimburse the Hotel for outlay and expenditure which the Hotel has undertaken in proper execution of instructions, and to release the Hotel from any liability in this connection. The ordering party is liable for the careful handling and proper return of technical equipment hired on this instruction.

8 GUARANTEE

Failure of technical equipment made available by the Hotel will be immediately dealt with by the technical staff of the Hotel and there is therefore no entitlement to any reduction of the invoice amount. If a fault cannot be repaired, the invoice amount will be reduced by the amount of the hire price of the technical equipment. Any further claims are excluded.

9 FOOD & BEVERAGES

Food & beverages are in principle to be purchased from the Hotel. As an exception, and with the consent of the Hotel, the ordering party may hand the catering over to a third party. In this case the Hotel is entitled to charge a service fee and corkage fee. The service fee and the corkage fee will be subject to a separate agreement.

10 Cancellation by the Hotel

10.1 To the extent a right of rescission within a certain period was agreed in writing for the customer, the Hotel is entitled for its part to rescind the contract during that period if there are inquiries from other costumers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the Hotel.

10.2 If an agreed advance payment is not made even after a reasonable grace period set by the Hotel with warning of rejection has expired, then the Hotel is likewise entitled to rescind the contract.

10.3 Moreover, the Hotel is entitled to effect extraordinary rescission of materially justifiable cause, for example if:

- Force Majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the contract;
- Rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose;
- The Hotel has justified cause to believe that use of the Hotel services might jeopardize the smooth operation of the Hotel, its security or public reputation, without being attributable to the Hotels' sphere or organization.

10.4 The Hotel must notify the customer without delay that it is exercising its right of rescission.

10.5 The customer can derive no right to compensation from justified rescission by the Hotel

11 JURISDICTION AND APPLICABLE LAW

Swiss law is exclusively applicable to the present contract. The place of jurisdiction is Zürich, Switzerland.