

## GENERAL TERMS AND CONDITIONS

FOR SEMINAR AND CONFERENCE ROOMS AS WELL AS HOTEL ROOMS

### 1 SUBJECT OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (GTC) govern the provision of seminar and conference facilities and hotel rooms as well as the provision of other services agreed upon in connection with the implementation of events by Hotel Schweizerhof Zürich, hereinafter referred to as the "Hotel".

### 2 OBLIGATIONS OF THE CLIENT

#### 2.1 PAYMENT CONDITIONS

Payment is due in full without any deductions within 15 (fifteen) days of the invoice date. The Hotel is entitled to demand a prepayment of 100% of the anticipated remuneration from the client upon signing the order confirmation or by separate agreement. The amount paid in advance will be fully – but without interest – credited to the invoice. The Hotel does not issue invoices to foreign addresses. For clients with a registered office/residence abroad, up to 100% of the expected turnover will be invoiced as a prepayment. The final invoice will be issued at check-out. In the event of late payment, additional administrative costs will be charged.

#### 2.2 INVOICING

Invoices are issued exclusively in Swiss francs (CHF) to the contractual partner and billing address specified at the time the contract is concluded. A processing fee of CHF 30 will be charged for any subsequent handling of an invoice.

Invoices issued by the Hotel without a specified due date are payable within 15 calendar days from the invoice date. However, the Hotel is also entitled to demand immediate payment. In the event of default in payment, the Hotel is entitled to charge default interest of 5%. A reminder fee of CHF 20 will be charged per notice.

According to the Swiss Federal Tax Administration, invoices may not be subsequently modified after payment has been made.

#### 2.3 LIABILITY FOR PAYMENT

If the client is not also the organiser, the organiser must sign the order confirmation and is thus also deemed the client vis-à-vis Hotel Schweizerhof Zürich. In particular, the organiser is jointly and severally liable with the client for the full remuneration. This liability also applies to additional services used by event participants unless direct payment has been expressly agreed upon.

#### 2.4 CANCELLATION BY THE CLIENT

If the event is cancelled for reasons attributable to the client, the client is obliged to reimburse the costs outlined below. If cancellation terms are specified in a separate contract, the times, deadlines and costs set out in that contract shall take precedence over these General Terms and Conditions.

##### 2.4.1 FOR BOOKINGS OF SEMINAR AND CONFERENCE FACILITIES (as per order confirmation)

###### SMALL ROOM WITHOUT CATERING (up to 25 m²):

Cancellation up to 7 days before the event is free of charge.

Cancellation less than 7 days before the event: room rental will be charged.

###### SMALL ROOM WITH CATERING:

Cancellation up to 7 days before the event is free of charge.

Cancellation between the 7th and 2nd day before the event: room rental will be charged.

Cancellation less than 2 days before the event: room rental and 100% of the lost catering revenue (food and drinks) will be charged.

###### LARGE ROOM WITH CATERING (45 m²):

Cancellation up to 14 days before the event is free of charge.

Cancellation between the 14th and 7th day before the event: room rental will be charged.

Cancellation between the 7th and 2nd day before the event: room rental and 50% of the lost catering revenue will be charged.

Cancellation less than 2 days before the event: room rental and 100% of the lost catering revenue will be charged.

###### MAIN ROOM WITH CATERING (75 m²):

Cancellation up to 30 days before the event is free of charge.

Cancellation between the 30th and 14th day before the event: room rental will be charged.

Cancellation between the 14th and 7th day before the event: room rental and 50% of the lost catering revenue will be charged.

Cancellation less than 7 days before the event: room rental and 100% of the lost catering revenue will be charged.

## **2.4.2 FOR HOTEL ROOM BOOKINGS FOR INDIVIDUAL GUESTS AND GROUPS OF FEWER THAN 10 ROOMS**

Bookings of fewer than 10 rooms may be cancelled free of charge until 2:00 p.m. on the day of arrival. If the cancellation is made after this time, 100% of the lost room revenue will be charged.

## **2.4.3 FOR HOTEL ROOM BOOKINGS FOR GROUPS OF 10 ROOMS OR MORE (as per order confirmation)**

Cancellation up to 31 days before the arrival date is free of charge.

Cancellation between the 30th and 8th day before the arrival date: 50% of the lost total revenue will be charged.

Cancellation less than 7 days before the arrival date: 100% of the lost total revenue will be charged.

## **3 START AND END OF THE EVENT**

The start and end of the event are agreed upon in the order confirmation. Subsequent changes to the agreed times require the Hotel's consent.

## **4 OPTION DATES**

Option dates are binding for both parties. After expiry of the option periods, the Hotel is entitled to reallocate the reserved seminar and conference facilities or hotel rooms without further notice.

## **5 CHECK-IN & CHECK-OUT**

Check-in time on the day of arrival is from 2:00 p.m. Hotel rooms must be checked out by 12:00 noon on the day of departure. A late check-out until no later than 5:00 p.m. must be arranged with the Hotel at least one day prior to departure. On the day of departure, a late check-out may be granted subject to availability. The cost for the extended use of the room depends on the room category and the daily rate.

## **6 LIABILITY FOR DAMAGES**

### **6.1 LOSSES AND DAMAGES**

The client is liable to the Hotel for any losses or damages caused by their employees and/or event participants.

The hotel shall be liable for the loss of valuables properly secured by the guest in the in-room safe provided by the hotel, up to a maximum amount of CHF 5000.-.

Smoking is strictly prohibited in all areas of the Hotel, including guest rooms, corridors, meeting and communal areas. In the event of non-compliance, a fixed fee of CHF 400 will be charged to cover special cleaning costs and/or a temporary room block.

### **6.2 USE OF DECORATION MATERIALS**

No additional decoration materials may be used without the express consent of the Hotel. The client is responsible for ensuring that decoration materials used with the Hotel's consent comply with fire safety regulations. Responsibility in this regard lies with the client. Any decoration material brought by the client must be removed immediately after the event. Uncollected items will be disposed of by the Hotel at the client's expense.

The Schweizerhof logo (Red Doorman) may not be used without the Hotel's written permission.

### **6.3 EXCLUSION OF LIABILITY FOR BROUGHT-IN ITEMS**

The Hotel accepts no liability for loss of or damage to items brought in by the client or event participants.

## **7 SUPPLIER QUESTIONNAIRES AND COMPARABLE COMPLIANCE FORMS**

Completing or processing supplier, data protection or other compliance forms ("Supplier Questionnaires") is not part of the contractual main or ancillary services provided by the Hotel. A flat-rate administrative fee of CHF 50 may be charged for this additional service.

## **8 REIMBURSEMENT OF EXPENSES**

Where the Hotel procures technical equipment or other services from third parties on behalf of the client, it does so on the client's order and at their expense. The client undertakes to reimburse the Hotel Schweizerhof Zürich for all expenses incurred in due performance and to release the Hotel from any resulting obligations. The client is liable for the careful handling and proper return of technical equipment rented on their behalf.

## **9 WARRANTY**

Disruptions to technical equipment provided by the Hotel will be remedied by the Hotel's technical service and do not entitle the client to a reduction in the agreed fee. If a disruption cannot be remedied, the remuneration is reduced by the amount of the rental fee for the technical equipment. Further claims are expressly excluded.

## **10 FOOD & BEVERAGES**

Food and beverages must, in principle, be obtained from the Hotel. Exceptionally, the client may arrange for external catering with the Hotel's approval. In such cases, the Hotel is entitled to a service fee and corkage charge. These charges are subject to a separate agreement.

## **11 WITHDRAWAL BY HOTEL SCHWEIZERHOF ZÜRICH**

**11.1** If a right of withdrawal within a certain period has been agreed upon in writing for the customer, the Hotel is likewise entitled to withdraw from the contract within this period if there are other requests for the reserved rooms and the customer does not waive their right of withdrawal upon the Hotel's request.

**11.2** If the advance payment is not made even after a reasonable grace period set by the Hotel with a warning of refusal has expired, the Hotel is entitled to withdraw from the contract.

**11.3** Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons, for example if:

- Force majeure or other circumstances not attributable to the Hotel make performance of the contract impossible;
- Events or hotel rooms are booked under misleading or false information regarding essential facts such as the organiser or the purpose;
- The Hotel has reasonable grounds to believe that the use of the Hotel services may jeopardise the smooth operation of the business, safety, or public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organisation.

**11.4** The Hotel must inform the organiser immediately of the exercise of the right of withdrawal.

**11.5** The organiser has no right to claim damages against the Hotel unless the Hotel has acted with intent or gross negligence.

## **12 DATA PROTECTION**

The current privacy policy is published on our website at [www.hotelschweizerhof.com](http://www.hotelschweizerhof.com). It forms an integral part of these General Terms and Conditions and is expressly accepted upon acceptance of the GTC.

## **13 APPLICABLE LAW AND PLACE OF JURISDICTION**

This contractual relationship is governed exclusively by Swiss law.  
The parties agree to Zurich as the place of jurisdiction.