

# General Terms and Conditions of Business of Hotel Adler Zürich

For conferences, events and hotel rooms

## 1. Object of the Agreement

These general Terms and Conditions of Business ("Terms and Conditions") govern the legal relationship between you and the Hotel Adler Zürich (hereinafter referred as the Hotel) and apply to the rental provision of hotel rooms for accommodation purposes, and to seminar, conference, banqueting and event spaces for events such as banquets, seminars, conferences, exhibitions, presentations, etc., and to all related goods and services supplied by the Hotel to the contractual party (the "Customer"). The General Terms and Conditions of Business of the contractual partner and credit card companies do not apply here and are expressly excluded. The reservation/order confirmation, or confirmation of an offer signed by you, serves as the basis of the agreement.

## 2. Expiry Dates

The contract becomes effective when the Customer accepts in writing the draft offer/contract from the Hotel. If acceptance is not received from the Customer by the expiry date set by the Hotel, the offer will cease to be valid. Expiry dates (for offers, order confirmations etc.) are binding for both parties. Right of use of the reserved conference rooms / bedrooms automatically reverts to the Hotel once the expiry date has passed, and the Hotel shall be entitled to rent them out to third parties. Where there is any difference between the contract and the present Terms and Conditions, the provisions of the contract shall prevail. The contracting parties are the Hotel and the Customer. If the Customer is not the actual organiser and the Customer uses the services of a commercial agent or organiser as an intermediary, then the Customer and the organiser shall be jointly and severally liable towards the Hotel for all obligations arising from the agreement.

## 3. Services

The Hotel undertakes to provide the services ordered by the customer and agreed by the Hotel. The Customer undertakes to pay the agreed or applicable Hotel rates for these and other services used. This also applies to services and expenses to third parties arranged by the Hotel on behalf of the Customer, notably with regard to claims asserted by copyright companies. The contractually agreed prices include statutory value-added tax. In the event of a VAT increase, prices will be adjusted in line with the VAT rate applicable at the time of the event or service being provided. The contractually agreed prices also include a service charge. If the period between concluding the contract and the time of the event or service exceeds twelve months, and the Hotel increases the rate charged for services of the same kind, the contractually agreed rates may be adjusted accordingly by the Hotel.

The Hotel reserves the right to request a reasonable advance payment or security deposit from the Customer on conclusion of the contract. The amount of the deposit and the exact date on which it is due are defined separately in the contract. When attendees at an event are themselves paying separately for purchased services (e.g. parking, drinks etc.), but do not settle their bills for these services locally, any services used but unpaid for will be charged to the organiser's overall invoice.

## 4. Cancellations

As far as possible, the Hotel will try to rent out unused reserved rooms to third parties. If this is successful, the guest will not incur any costs. The Customer reserves the right to furnish evidence of a lesser loss; the Hotel reserves the right to furnish evidence of a greater loss. The relevant notice date is the date on which a cancellation reaches the Hotel.

### 4.1 Cancellation by the Customer

Written consent from the Hotel is required if the Customer wishes to withdraw from, cancel, or change the dates in the contract agreed with the Hotel. If the Hotel and Customer have agreed, in writing, to a date by which the contract may be cancelled free of charge, then the Customer may withdraw from the contract up until that date without incurring any payment or compensation charges against the Hotel. The Customer's right to withdraw from the contract expires if they do not exercise this right in writing to the Hotel by the agreed date. The deadlines applicable in the event of withdrawal or cancellation are defined separately in the contract. Where a price per-head (room hire & catering) has been agreed, lost revenue will be calculated based on the number of attendees and the price per-head. In all other cases, lost revenue will be calculated based on the cost of room hire and the cost of catering. In the event of a cancellation between 8 and 4 weeks before the start of the event, the Customer will be invoiced for the agreed cost of room hire plus 35% of the catering costs; for any cancellation made later, this will increase to 75% of catering costs. If a set menu price has not yet been agreed, the cost of the cheapest currently valid 3-course set menu will be applied. The Customer reserves the right to demonstrate that the charges invoiced did not arise or did not arise to the amount claimed.

### 4.2 Changes to the number of participants, rooms or to the time of the event

In the contract, the Hotel and the Customer agree the planned number of participants ("agreed number of participants") and/or the planned number of hotel rooms required ("agreed number of rooms"). The Customer will

provide the Hotel with the definitive number of participants ("definitive number of participants") and/or the definitive number of hotel rooms required ("definitive number of rooms") no later than seven working days prior to the event. If the Customer does not notify the Hotel of the definitive numbers by the agreed deadline, the agreed number of participants and/or rooms shall be taken as the definitive number. In the event that the actual number of participants and/or rooms is higher, the Customer will be invoiced based on actual numbers. In the event that the number of participants deviates by more than 10 %, the Hotel reserves the right to redefine the agreed prices and to exchange the confirmed rooms, if this is acceptable to the Customer. If the agreed start and end times of the event are changed and if the Hotel agrees to these changes, then the Hotel may charge adequate fees for any additional availability of services, unless the changes are the fault of the Hotel. This applies in particular to booked packages where the event is moved to a new date and where the Hotel cannot commit to providing services on that date due to capacity issues caused by other bookings. In this case, the cancellation policy applies. If the agreed number of rooms is reduced to fewer than 10 rooms per night, the special group rate will cease to be valid and the currently applicable daily rates will apply. No shows (when a room is reserved and then not used but neither is it cancelled) on the day of arrival will be invoiced to the customer at 100% of the agreed price. The costs payable in the event of a reduction in the number of participants or the number of rooms are defined separately in the contract. The Hotel will try to resell meeting rooms and/or hotel rooms that are reserved but unused. Should this not be possible, the contractually agreed cancellation policy will apply.

### **4.3 Cancellation by the Hotel**

The Hotel is obliged to provide the bedrooms and conference rooms listed in the reservation. However, in special circumstances, the Hotel reserves the right to cancel reservations of bedrooms and conference rooms. If it has been agreed in writing that the Customer may withdraw from the contract within a specified period of time, then the Hotel is equally entitled to withdraw from the contract within this time period if other customers wish to use the contractually reserved rooms and the Customer will not relinquish their right of withdrawal from the contract. If an advance payment or deposit that has been agreed in writing is not made even after the Hotel has offered a suitable time extension, the hotel is likewise entitled to withdraw from the contract.

Moreover, the hotel is entitled to withdraw from the contract for objectively justifiable reasons, e.g.:

- if it is impossible to fulfil the contract due to force majeure or other circumstances beyond the control of the Hotel;
- if events and/or services are booked under false pretences or on the basis of erroneous or fraudulent information (e.g. about the organiser or purpose of the event);
- the Hotel has justified cause believe that the event and/or services may jeopardise the smooth functioning of the business or the security or public reputation of the Hotel, without such matters being attributable to the Hotel's organisation.

In the event of justifiable cancellation by the Hotel, the Customer shall have no right to damages. Notwithstanding the previous paragraphs, the Customer is obliged to inform the Hotel without being asked when the content or nature of the event and/or services are liable to arouse public interest or impair or jeopardise the Hotel's affairs.

## **5. Payment Methods**

The Hotel reserves the right to request a reasonable advance payment or security deposit from the Customer at any time. We reserve the right to demand full or partial contractual prepayment for reservations. The amount of the payment and the exact date on which it is due are agreed in writing in the contract. For events where the Customer's registered offices are abroad, we require full payment in advance.

For events where the total invoice is less than CHF 300.00, the event organiser must pay the venue on the day of the event, otherwise they may be liable to pay an administration fee of CHF 20.00. Hotel invoices are payable within 15 days of receipt of invoice and without deduction. In the event of a default in payment, the Hotel reserves the right to charge interest on arrears at the rate of 7%. Reminder fees may be levied to cover administration costs.

## **6. Other Provisions**

### **6.1 Advertising and decoration**

Unless otherwise agreed, prior written consent from the Hotel is required for the Customer to make reference to events at the Hotel in newspaper advertisements and advertising campaigns. Bringing and installing decorative materials or other items that could damage the Hotel's walls or other equipment, or compromise the appearance of the Hotel, requires written consent from the Hotel. The Customer is responsible for ensuring that the decorative material conforms with fire regulations; the Hotel reserves the right to request appropriate official proof of this. Any exhibits or other items brought into the hotel are to be removed without delay and at the Customer's own expense once the event has finished.

If the Customer asks the Hotel to dispose of packaging materials, the Hotel reserves the right to charge the Customer for any costs incurred. In the event of default, the Hotel will charge the Customer for any removal or storage by the Hotel. If the items are left in the event room, the Hotel reserves the right to charge the Customer an appropriate fee for room hire for the duration of the period the items remain there. The Customer reserves the right to demonstrate that the charges did not arise or did not arise to the amount claimed.

### **6.2 No smoking policy**

Smoking is prohibited in all rooms and public spaces in the Hotel. Smoking is allowed in outdoor areas. Please show due consideration for other guests on the terrace. The Hotel reserves the right to charge guests CHF 250.00 for costs incurred by smoking.

### **6.3 Applicable law, place of jurisdiction**

Legal relations between the Hotel and its guests are governed by Swiss law. If individual provisions of this contract are or become invalid, this shall not affect the validity of the rest of the contract. The place of jurisdiction is Bern. The Hotel reserves the right to make a claim in the domicile of the defendant.

### **6.4 SUISA copyright fees and noise levels**

In accordance with Swiss copyright law and international agreements, the organisers will themselves arrange to obtain the authorisation of the Cooperative Society of Music Authors and Publishers in Switzerland (SUISA) for the use of copyright material. The Customer undertakes to ensure that noise levels at events remain at a level suitable for the environment (Hotel), in particular after midnight. The Hotel reserves the right to control noise levels appropriate in order to ensure that the environment suffers no long-term impact. Service providers working on behalf of the Customer on Hotel property must pay attention and adhere to the following: smoking is prohibited in all public areas, cloakrooms to be kept clean and tidy, meals to be eaten in specified areas only, deliveries to be made only via the Hotel's incoming goods department or, in exceptional cases, via routes specified by the Hotel. Installations in public areas must be agreed with the Hotel. As a general rule, it is prohibited to put installations in the lobby.

### **6.5 Lost property**

Lost property will be forwarded only at the request, risk and expense of the guest. Otherwise, the items will be stored for one month before further use is made of them. The Hotel accepts no liability for loss or damage or late delivery caused by forwarding an item via the postal service.

### **6.6 Food / drinks purchased elsewhere**

The Customer, organiser and/or participants are not allowed to bring along food or drink to events. Any exceptions to this provision are subject to a written agreement with the Hotel. In such cases, the Hotel will charge a service fee.

### **6.7 Extraordinary service costs**

Unless otherwise agreed, if an occasion or event continues past midnight, the Hotel reserves the right to charge a rental fee and labour costs. The Organiser may be charged for setting up the rooms, special cleaning expenses, etc.

### **6.8 Insurance**

It is the responsibility of the organiser to arrange any insurance for the event and/or materials brought in (estate brought in). The Hotel may request proof of this insurance.

### **6.9 Technical equipment**

The contractually agreed price covers the provision of basic technical equipment (power connections, electricity, telephone without connection charges). Additional technical or other equipment can be provided by the Hotel or procured from third parties against a separate payment. If, at the Customer's request, the Hotel provides technical and other equipment acquired from third parties, it shall act on behalf of, on the authority of and at the expense of the Customer.

The Customer requires written consent from the Hotel to use the Customer's own electrical equipment if such equipment is to be connected to the Hotel's power supply system. Any disruption or damage to the Hotel's technical equipment caused by use of the Customer's equipment shall be the Customer's liability, unless the Hotel is responsible for the damage. The Hotel reserves the right to charge the Customer a fixed sum for electricity costs incurred.

Any malfunctions in the technical or other equipment provided by the hotel will be remedied immediately whenever possible. Unless the Hotel is responsible for such malfunctions, the Customer shall not be entitled to retain or reduce payments.

## **7. Liability**

The Customer is liable to the Hotel for damages and losses caused by them, their agents or event participants, without the Hotel having to prove the fault. Exhibits or other items, including personal property, brought by the Customer to the Hotel are there at the Customer's risk. The Hotel accepts no liability for loss, damage, destruction, or indeed for financial losses, except in cases of gross negligence or intent on the part of the Hotel. The Hotel does not accept any liability for theft or damage caused to materials brought in by the event organiser, participants, speakers or third parties. The Customer is liable for any loss or damage caused by its employees or participants at the event, and for any loss or damage caused by the Customer. The Hotel may ask the Customer to provide proof of appropriate liability insurance. Provided there is sufficient capacity, the Customer and participants may deposit valuables, cash, etc., in the Hotel safe free of charge. The relevant cloakroom provisions apply to cloakrooms (in particular, no liability for unguarded cloakrooms). In other respects, the Hotel accepts no liability for valuables, cash, clothes, musical instruments, etc. that are brought into the Hotel. The Hotel will endeavour to ensure the prompt implementation of wake-up calls, the punctuality and correctness of the delivery of messages and of post and goods consignments. Nevertheless, the Hotel accepts no liability arising from failure to fulfil the services described in the above paragraph. The Hotel will make every effort to avoid any damages, however this fact does not mean that a claim can be made against the hotel or its employees. If a guest is provided with a parking space in the Hotel garage or in a different place, including against payment, this does not constitute a safekeeping agreement. The Hotel is under no obligation to provide surveillance. The Hotel is liable to the Customer in cases of wilful or grossly negligent causation of damage to guests' vehicles or property breaching contractual or non-contractual obligations. The damage must be pointed out to the Hotel, at the latest, by the time of leaving Hotel property. It is the responsibility of the Customer to provide proof of fault. Liability for damage caused by inadvertent or minor negligence and liability without fault are explicitly excluded. Under no circumstances does the Hotel accept liability for services it has merely procured for the guest. Special provisions apply to guests' laundry.

## **8. Final provisions**

Should individual provisions set out in these General Terms and Conditions of Business be invalid or void, the validity of the other provisions will remain unaffected. Any agreements differing from these conditions must be made in writing to be deemed valid.