

General terms and conditions (“T&Cs”) for 25hours Hotel Zürich West - KNSA HOSPITALITY Zürich AG (“the hotel”) for the rental of hotel rooms and the staging of events by an organiser (“the contracting party”) (issued May 2014)

### I. Scope

1. These T&Cs are an integral part of all contracts concluded between the hotel and the contracting party for the provision of event and conference facilities, hotel rooms for the purpose of accommodation, and all other associated products and services provided by the hotel. The contracting party confirms that he/she has read these T&Cs and accepts them.
2. The hotel does not accept any conflicting or deviating terms and conditions issued by the contracting party unless an explicit written agreement has been made to this effect.

### II. Conclusion of the contract, contracting parties, contractual liability

1. The contract shall become effective when both contracting parties (the hotel and the contracting party) mutually agree to it in writing.
2. If the customer/placer of the order is not the actual contracting party and the order is being placed for a third party as the contracting party, the placer of the order shall be jointly and severally liable for all obligations arising from the contract together with the contracting party.

### III. Services, prices, payment

1. The conference room allocated for organisational reasons in the contract is not binding. The contracting party is not entitled to provision of a specific room.
2. The contracting party is obliged to pay the hotel the prices agreed for these services. This also applies to services provided and expenses incurred by the hotel vis-à-vis third parties.
3. Absent an agreement to the contrary, drinks shall be invoiced based on actual consumption. Opened bottles will count as fully used.
4. The agreed prices include the applicable statutory rate of VAT. Should VAT change once the contract has been signed, the contracting party will be liable to pay the rate of VAT chargeable at the time the services are provided.
5. If the period between conclusion of the contract and the event exceeds 12 months and the hotel increases the price it usually charges for such services during this time, the hotel may increase the contractually agreed price within reason, by a maximum of 10%. The contracting party is entitled to withdraw from the agreement as soon as he/she is notified of the change in price. Invoices issued by the hotel without a due date are payable in full within 10 days of the invoice date.
6. If the contracting party fails to pay a hotel invoice on time, the hotel shall be entitled to refuse to provide any further or future services to the contracting party.

7. The hotel is entitled to demand a reasonable advance payment at any time.

8. The hotel is permitted to issue interim invoices for stays longer than one week or for receivables exceeding CHF 2,000.00. Any such invoices are payable immediately.

### IV. Changes to the number of participants at events

1. The actual number of participants at events where food and drink are served may not be more than 20% lower than the number stated in the event contract, regardless of when the number of guests was reduced.
2. The contracting party is obliged to inform the hotel of the final number of participants at least 5 working days before the event starts.
3. If the number of participants increases, the actual number of people in attendance will be used as the basis for the invoice.
4. If the actual number of participants is lower than the final figure provided, the hotel shall be entitled to bill the contracting party the difference between the actual number of participants and the maximum permissible reduction in full.

### V. Reletting/special events

1. The hotel's written approval must be acquired in advance for the subletting or reletting of the hired rooms, areas and display cases. Written approval must also be sought before invitations are issued to interviews, sales events or the like or such activities are entered into.

### VI. Arrival and departure/cancelling rooms

1. Customers can use reserved rooms from 3.00 p.m. on the day of arrival.
2. Guaranteed rooms will be kept free until 6.00 a.m. on the following day. The hotel may sell non-guaranteed rooms to the general public after 4.00 p.m. on the day of arrival.
3. Rooms must be vacated by 12.00 noon on the agreed day of departure. After this time, the hotel is permitted to charge for extra-contractual use. It may charge 50% of the room rate for the following night for use up to 6.00 p.m. and 100% of the room rate for usage of the rooms beyond 6.00 p.m.
4. Rooms may only be sublet or relet with the prior written approval of the hotel. The same applies to their use for purposes other than accommodation.
5. Cancellation of bookings for 1 to 9 rooms:  
- Individual terms apply as per the booking

confirmation and accommodation agreement.

6. Cancellation of bookings for 10 to 39 rooms:
  - More than 42 days before arrival: all rooms can be cancelled free of charge
  - 41 to 28 days before arrival: up to 50% of the rooms can be cancelled free of charge
  - 27 to 14 days before arrival: up to 25% of the rooms can be cancelled free of charge
  - 13 days to 6.00 p.m. (hotel time) on the day before arrival: up to 10% of the rooms can be cancelled free of charge.
7. Cancellation of bookings for 40 or more rooms:
  - More than 90 days before arrival: all rooms can be cancelled free of charge
  - 89 to 42 days before arrival: up to 50% of the rooms can be cancelled free of charge
  - 41 to 28 days before arrival: up to 20% of the rooms can be cancelled free of charge
  - 27 days to 6.00 p.m. (hotel time) on the day before arrival: up to 5% of the rooms can be cancelled free of charge.
8. Later cancellations and no-shows will be charged at 100% of the total room price for the day of arrival originally booked. Charges for the remainder of the booking are laid out in the contractual provisions regarding cancellations. The hotel is entitled to assign the unoccupied rooms to other guests on the remaining days without becoming liable for damages.

#### VII. Right to offset claims/retaining lien

1. The contracting party may only offset amounts payable to the hotel against possible counterclaims if and insofar as his/her counterclaims are legally enforceable, undisputed or recognised by the hotel.
2. The contracting party may only exercise a retaining lien if and insofar as the hotel's claim and the contracting party's counterclaim are based on the same contractual relationship.

#### VIII. Rescission by the hotel/right to expel

1. The hotel shall be entitled to terminate the contract if advance payment is not received, even after a reasonable extension has been granted by the hotel.
2. Furthermore, the hotel shall be entitled to rescind the contract if this is objectively justifiable under the circumstances, for example if:

- acts of God or other circumstances beyond the hotel's control make it impossible to perform the contract;
- the key details provided when events are booked are misleading or incorrect, e.g. the name of the contracting party or purpose;

- the hotel has reason to believe that the event could impair the hotel's smooth business operations, safety or public reputation, without this being attributable to the hotel itself;
- the contracting party allows third parties to use the hired rooms without the hotel's approval.

3. The hotel is entitled to refuse a customer access to the hotel and accommodation if it is justifiably concerned on the customer's arrival that he/she is under the influence of drugs or alcohol, or if he/she behaves aggressively vis-à-vis hotel staff or other guests. The hotel is entitled to expel a customer from the hotel and terminate the existing contract with him/her or the relevant contracting party without notice if the guest is repeatedly noisy, or if he/she bothers or insults other customers or hotel employees.

4. If the hotel exercises its right to rescind the contract or expel a guest, the contracting party or the customer affected shall have no right to claim damages from the hotel.

#### IX. Rescission by the contracting party

1. The contracting party can terminate the contract in writing. Compensation will subsequently be payable depending on the point at which the contract was terminated.
2. This liability for compensation shall not apply if the contract is terminated more than 61 days before the agreed usage date. Should the contract be rescinded at a later date, cancellations will be charged as follows based on the full package of services agreed:
  - Cancellation 60–31 days before the event: 25%
  - Cancellation 30–15 days before the event: 50%
  - Cancellation 14–8 days before the event: 75%
  - Cancellation 7–0 days before the event: 100%

#### X. Extension of usage, additional services

1. Reserved function rooms are only available to the contracting party within the timeframe arranged in writing.
2. If the agreed start and end times for the event change without the hotel's prior written approval, the hotel shall be entitled to levy additional charges for staff and the use of rooms and equipment. This shall not apply if the hotel is responsible for the change in timings.
3. A separate fee will be charged to cover the provision of serving staff for events which end after midnight. The hotel charges CHF 55.00 an hour per member of staff (this also applies to assembly and dismantling work).
4. Costs arising in addition to the contractually agreed services – such as telephone and bar bills or additional meals and drinks – will be invoiced as per the billing arrangements defined in advance. If event participants fail

to meet their personal costs, the contracting party shall be jointly and severally liable together with the event participants.

#### **XI. Licences/SUISA/advertising**

1. The contracting party must acquire any licences needed for his/her event at his/her own expense and comply with the regulations which apply to his/her event under public law.
2. The contracting party must contact the relevant authorities and pay any royalties arising from performances of music himself/herself.
3. The contracting party may only use the hotel's name and trademark to advertise his/her event with the hotel's explicit permission.

#### **XII. Provision of own food and drinks/ conference equipment and connections**

1. The contracting party may not bring food and drink to events.
2. Insofar as the hotel procures technical appliances or other equipment from third parties at the contracting party's request, it is acting on the contracting party's behalf and authority. The contracting party is responsible for treating the equipment carefully and returning it in an acceptable condition. The contracting party exempts the hotel from all third-party claims arising from the use of such equipment.
3. The contracting party must seek the hotel's written approval for the use of its own electronic equipment in conjunction with the hotel's power supply. Any faults or damage caused to the hotel's technical equipment by the use of such appliances are chargeable to the contracting party. The hotel may record electricity costs arising from such usage and invoice them at a flat rate.

#### **XIII. Items brought on site by the contracting party**

1. The contracting party is liable for ensuring that any decorations or other material supplied comply with the fire authority's specifications. He/she must provide the hotel with official confirmation of this on request. The assembly and affixing of objects must be discussed with the hotel beforehand as this can potentially cause damage.
2. Packaging, exhibition pieces and other items brought on site must be removed immediately following the event. If the contracting party fails to comply with this, the hotel shall be entitled to remove and store such items at the contracting party's cost. If items are left in the function room, the hotel shall be entitled to charge for use of the room as per the contractual arrangements until they are

removed.

#### **XIV. The contracting party's liability for damage**

1. The contracting party is liable for all damage caused to buildings or fixtures and fittings caused by himself/herself, event participants and/or visitors, his/her staff or vicarious agents.
2. If excessive dirt makes special cleaning or additional housekeeping necessary at the hotel's discretion, the hotel will make the necessary arrangements and charge the additional expenses to the contracting party.
3. The contracting party is responsible for ensuring that the number of people admitted does not exceed the relevant room's capacity. The maximum guest numbers provided by the hotel must be observed. The contracting party is also responsible for complying with safety regulations (keeping emergency exits free, enforcing the smoking ban, etc.). The hotel accepts no liability in the case of non-compliance.
4. The contracting party exempts the hotel from all third-party claims based on the behaviour of the contracting party, his/her employees, the event participants and his/her vicarious agents.
5. The hotel can demand that adequate collateral is furnished by the contracting party.

#### **XV. The hotel's liability**

1. The hotel accepts no liability for the theft of or damage to materials and equipment brought into the hotel by the contracting party or third parties contracted or invited by him/her. Cash, securities and valuables can be stored in the hotel safe. The hotel recommends making use of this option.
2. Furthermore, the hotel shall not accept liability for damage to any property belonging to the contracting party, his/her event participants/visitors, or his/her employees or vicarious agents, unless this was caused intentionally or by gross negligence on the part of the hotel. The hotel accepts no liability for consequential damage, however caused. This clause restricting and excluding liability applies to all claims for damages, regardless of their cause in law.

#### **XVI. Final provisions/place of jurisdiction**

1. Any alterations or additions to the contract or these T&Cs shall only be valid if they are made in writing. Unilateral alterations or additions by the contracting party shall be null and void.
2. The hotel premises form the place of performance and payment. Suppliers based abroad recognise Zurich 1 as the domicile for legal purposes.

**3. Zurich 1 is the sole place of jurisdiction. The hotel is entitled to pursue or take action against suppliers in any other legally permissible place.**

**4. Swiss law alone shall apply, to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods.**