

# General business conditions for conferences, events and hotel accommodations

Actually we prefer person to person dialogue, but with the constantly increasing speed in business life there is a need to record in written form the rules of the game for our guest / host relationship.

## 1 Object of the contract

The general business conditions settle the legal relationship between you and the Hotel Sedartis. The basis is your reservation- / order confirmation, respectively the offer signed by you as a confirmation.

## 2 Option dates

Option dates (of offers, order confirmations etc.) are binding for both parties. After the expiration of the option period, the reserved spaces and rooms are automatically at the disposal of the Hotel Sedartis.

## 3 Cancellations

### 3.1 Cancellation of events

Please let us know important changes concerning your reservation early and in written form. If the reservation is completely cancelled, without culpability of the hotel, in principle the following cancellation fees are due:

- Cancellation 0 – 2 days prior to the event: 100%
- Cancellation 3 – 14 days prior to the event: 75%
- Cancellation 15 – 30 days prior to the event: 50%
- Cancellation 31 – 60 days prior to the event: 25%

If you cancel an event, we shall make an effort to book another one in its place. In the case that an event of the same value can be booked for a third party, your only obligation is a compensation for sundry costs (menu costs) of 10 – 20 % (depending on the period of your cancellation).

In the case that within one year you hold another event with us, in the same business volume as the one originally agreed upon, 80 % of the cancellation fee will be credited to you.

### 3.2 Partial cancellation of events

For partial cancellations, exceeding a volume of SF 1'000.00 (the amount free of costs), the same conditions apply as those listed under pt. 3.1. above.

Example:

- Amount of cancelled sales volume SF 200.00 > no cancellation fee is due
- Amount of cancelled sales volume SF 2'000.00, 10 days before the event date:
- Calculation  $SF\ 2'000.00 - 1'000.00 = 1'000.00$ , of this 75 % = SF 750.00

### 3.3 Cancellation of hotel reservations

If you have reserved a guest room without credit card guarantee, we shall keep the room for you until 4 p.m. Should you not arrive by 4 p.m., the Hotel Sedartis can automatically dispose of the room(s). If you have guaranteed your reservation by means of a credit card and cannot or do not want to make use of the reservation, we ask you to cancel your reservation not later than 4 p.m. on the planned day of arrival.

In case of a late cancellation, a non arrival (no-show), a late arrival or a premature departure, the overnight stay(s) will in principle be billed for the whole duration that had been agreed

upon according to your reservation. If applicable we will bill you, respectively charge to your credit card, a maximum of 5 nights. In the case that we can otherwise rent the room(s) we will of course not charge you.

For reservations done by means of the on-line booking engine, the indicated reservations – and cancellation conditions are applicable.

The following applies to groups of 10 or more persons:

- 0 – 7 days prior to arrival: 100 % of the lost room sales volume
- 8 – 14 days prior to arrival: 75 % of the lost room sales volume
- 15 – 30 days prior to arrival: 30 % of the lost room sales volume  
(due as down payment 30 days prior to arrival)

#### **4 Number of participants for events and for all inclusive conference arrangements**

Please inform us about the definite number of participants as early as possible but not later than two days before the scheduled event for events without guest room bookings, respectively 5 days before the arrival if guest room bookings are involved. Short term variations may lead to additional costs.

For deviations in the number of participants a tolerance of 5 % is applied; example:

- Reserved number of attendees: 40
- actual number of attendees: 37
- tolerance 5% = 2 persons, billing for 38 persons

#### **5 Mode of payment**

We reserve the right to demand a partial or complete pre-payment for the reservation. For events which must be billed to an address outside of Switzerland we ask you for your credit card number with expiration date as a guarantee or a 100 % pre-payment. The same is valid for events which have been booked from abroad.

Without another agreement, we will bill the costs resulting from the event or from hotel accommodations subsequent to them. You may pay the invoice on the spot or, without deduction, within 10 days of the invoice date. Invoices in the amount of less than SF 300.00 must be paid directly on the spot, otherwise a handling charge of SF 20.00 will be added.

#### **6 Further regulations**

##### **6.1 Damages**

The client is liable to the Hotel Sedartis for damages and losses which have been caused by him or his auxiliary personnel or the participants of the event; the Hotel Sedartis does not have to prove a fault of its own.

The Hotel Sedartis declines any responsibility for theft of or damage to any material which has been brought to the hotel by the event organizer, participants, lecturers or third persons.

##### **6.2 Applicable law, court of jurisdiction**

Regarding the legal relationship between you and the Hotel Sedartis, Swiss law is applicable. The ineffectiveness of single regulations of the contractual relation does not lead to the ineffectiveness of the whole contract.

The place of jurisdiction shall be Zurich, but the Hotel Sedartis reserves the right to sue at the domicile of the defendant.