

## General Terms and Conditions for the Events in Swiss Dorint Hotels & Resorts and Essential by Dorint Hotels

### I. Scope

1. These Terms and Conditions shall apply to contracts for the rental of conference, banquet and event rooms of the respective "Dorint" Hotel or "Essential by Dorint" Hotel in Switzerland for the purpose of holding events such as banquets, seminars, conferences, etc., as well as to all other related Services and provisions (hereinafter uniformly referred to as "Services") by the hotel (hereinafter referred to as the "Hotel").
2. The subletting or reletting of the rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events require the prior consent of the Hotel in text form.
3. The Customer's Terms and Conditions shall only apply if this has been expressly agreed in text form.
4. Customers within the meaning of these Terms and Conditions are both consumers and entrepreneurs within the meaning of the law.

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

1. The Contract is concluded upon the Hotel's acceptance of the Customer's application. If the Hotel makes a binding offer to the customer, the Contract shall be concluded upon the Customer's acceptance of the Hotel's offer. In both cases, the Hotel is free to confirm the contractual agreement in writing. Confirmation by e-mail shall be deemed to be written confirmation. In the case of booking via the Internet, the Contract is concluded by clicking on the button "PAY FOR PURCHASE" [ZÄHLUNGSPFLICHTIG KAUFEN].
2. Contractual partners are the Hotel and the Customer. If a third party has placed an order for the Customer, the Customer shall be liable to the Hotel together with the third party as joint and several debtors for all obligations arising from the Hotel Accommodation Contract, provided that the Hotel has received a corresponding declaration from the third party.
3. In principle, the Hotel shall only be liable for all legal and contractual claims in the event of intentional or grossly negligent conduct. Any liability of the Hotel for consequential or indirect damages is excluded. Exclusions and limitations of liability apply in the same way to a legal representative or agent. Should disruptions or defects in the services the Hotel provides occur, the Hotel will endeavour to remedy them as soon as it becomes aware of them or immediately after receiving a complaint from a Customer. The Customer is obliged to make all reasonable efforts to remedy the disruption and keep any possible damage to a minimum, and to notify the Hotel immediately of any disruption or damage.

### III. Services, prices, payments, offsetting

1. The Hotel is obliged to provide the Services ordered by the Customer and agreed by the Hotel.
2. The Customer is obliged to pay the agreed or customary prices of the hotel for these and other services used. This shall also apply to Services and expenses of the Hotel to third parties that they have arranged, in particular also to claims of copyright collecting societies.
3. The agreed prices include the respective statutory value added tax.
4. Invoices issued by the Hotel without a due date are payable within 10 calendar days of receipt of the invoice without deduction. The Hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of late payment, the Hotel is entitled to charge a fee of CHF 5 per reminder in addition to the statutory default interest in the amount of 5%. The Hotel reserves the right to prove and claim higher damages.
5. The Hotel is entitled to demand a reasonable advance payment or security deposit at the conclusion of the Contract or thereafter. The amount of the advance payment and the payment dates must be agreed in writing or are based on the corresponding information on the Hotel's website.
6. The Customer may only set off an undisputed or legally enforceable claim against a claim of the Hotel.

### IV. Withdrawal of the Customer (Cancellation)/Non-Acceptance of the Hotel's Services (No Show)

1. The Customer may only withdraw from the Contract concluded with the Hotel if a right of withdrawal has been expressly agreed in the Contract or the Ts & Cs, if another legal right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. Agreement to a right of withdrawal as well as any possible consent to a cancellation of the Contract must be made in text form.
2. If the Hotel and the Customer have agreed on a date for withdrawal from the Contract free of charge, the Customer may withdraw from the Contract up to that date without incurring payment or damage compensation claims by the Hotel. The Customer's right of withdrawal shall expire if he does not exercise their right of withdrawal towards the Hotel by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the Hotel does not agree to a cancellation of the Contract, the Hotel shall retain the claim to the agreed remuneration despite the non-acceptance of the service. The Hotel shall take into account the income from renting the rooms to other parties as well as any expenses saved. The expenses saved in each case can be calculated as a flat rate in accordance with sentence 2 - and in the case of events with overnight accommodation with Clause IV no. 3 sentence 3 GTCH (General Terms and Conditions for Hotel Accommodation) in deviation from the flat-rate expenses saved in accordance with Clause IV no. 3 sentence 4 GTCH specified in the GTCH - in accordance with the following scales.
4. Cancellation options free of charge Customer\* (share of agreed total volume):

Persons/meeting offer = pax / Room nights = RN					
up to 15 pax/RN		16 – 30 pax/RN		31 – 50 pax/RN	
up to 14 days before date of arrival	100% free of charge	up to 21 days before date of arrival	100% free of charge	up to 28 days before date of arrival	100% free of charge
up to 7 days before date of arrival	50% free of charge	up to 14 days before date of arrival	50% free of charge	up to 21 days before date of arrival	50% free of charge
up to 3 days before date of arrival	25% free of charge	up to 7 days before date of arrival	25% free of charge	up to 14 days before date of arrival	25% free of charge
up to 1 day before date of arrival	max. 1 room and/or 1 participants free of charge	up to 1 day before date of arrival	max. 2 rooms and/or 2 participants free of charge	up to 7 days before date of arrival	10% free of charge
				up to 1 day before date of arrival	max. 2 rooms and/or 2 participants free of charge
51 – 100 pax/RN		101 – 200 pax/RN		201 – 500 pax/RN	
up to 90 days before date of arrival	100% free of charge	up to 180 days before date of arrival	100% free of charge	up to 270 days before date of arrival	100% free of charge
up to 42 days before date of arrival	50% free of charge	up to 90 days before date of arrival	50% free of charge	up to 180 days before date of arrival	20% free of charge
up to 28 days before date of arrival	25% free of charge	up to 42 days before date of arrival	25% free of charge	up to 60 days before date of arrival	10% free of charge
up to 14 days before date of arrival	10% free of charge	up to 21 days before date of arrival	10% free of charge	up to 14 days before date of arrival	5% free of charge
up to 1 day before date of arrival	max. 3 rooms free of charge	up to 7 days before date of arrival	5% free of charge	up to 1 day before date of arrival	max. 5 rooms and/or 5 participants free of charge
		up to 1 day before date of arrival	max. 4 rooms and/or 4 participants free of charge		
from 501 pax/RN: individual					

\* The sliding scale can only be applied once, with the exception of the possibility of reducing the number of participants agreed therein one day in advance in accordance with the respective last sliding scale.

The percentages apply accordingly to other event-related services such as room hire, additional food and beverages or booked workshops. The portions of the total volume that can be freely cancelled correspond to the flat-rate saved expenses, so that the remaining volume that can no longer be freely cancelled is charged to the Customer.

5. The Customer shall be free to provide proof that the claim did not arise or did not arise in the amount claimed. The Hotel shall be free to provide proof that a higher claim has arisen.

### V. Withdrawal from the contract by the hotel

1. Insofar as the Customer's right of withdrawal free of charge within a certain period has been agreed in text form, the Hotel shall be entitled for its part to withdraw from the Contract free of charge during this period if there are enquiries from other Customers about the contractually booked event premises and the Customer does not waive its right of withdrawal upon enquiry by the Hotel setting a reasonable deadline.
2. If the advance payment required or an advance payment demanded in accordance with III. Clause 5 is not made even after a reasonable grace period set by the Hotel has expired, the Hotel shall also be entitled to withdraw from the Contract.
3. Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons, especially if...
  - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the Contract;
  - events are culpably booked under misleading or false statements of material facts (e.g. in the person of the Customer or the purpose);
  - the Hotel has reasonable grounds to believe that the event may jeopardise the smooth running of the business, the security or the public reputation of the Hotel without this being attributable to the Hotel's sphere of control or organisation;
  - a breach of I. Clause 2 has been committed;
  - the purpose or motive of the event is unlawful.
4. In the event of justified withdrawal by the Hotel, the Customer shall not be entitled to claim damages.

## VI. Changes to the number of participants and the event time

- In the event of an upward deviation, the actual number of participants will be calculated.
- In the event of deviations in the number of participants by more than 10 % higher or lower, the Hotel shall be entitled unilaterally to reset the agreed prices and to change the confirmed premises, unless this is unreasonable for the Customer in the individual case.
- If the agreed start or end times of the event are postponed and the Hotel agrees to these deviations, the Hotel may charge its additional Service availability appropriately, unless the Hotel is at fault in this respect.

## VII. a) Special regulation to Clause IV above (and Clause IV of the General Terms and Conditions for Hotel Accommodation as far as relevant in connection with the event) for events until 31.12.2021 (event start date decisive)

- In accordance with Clause IV No. 3 Sentence 3 GTCE (General Terms and Conditions for Events) and GTCH (General Terms and Conditions for Hotel Accommodation) and in deviation from the flat-rate expenses saved in Clause IV No. 4 GTCE and Clause IV No. 3 Sentence 4 GTCH, the following cancellation conditions apply to events with and without overnight accommodation that are held by 31.12.2021:

Cancellation free of charge from the total volume (persons/meeting offer = pax / room nights = RN)							
up to 25 pax/RN		26 – 50 pax/RN		51 – 200 pax/RN		201 – 500 pax/RN	
up to 7 days before date of arrival	100 % free of charge	up to 14 days before date of arrival	100 % free of charge	up to 21 days before date of arrival	100 % free of charge	up to 28 days before date of arrival	100 % free of charge
up to 1 day before date of arrival	10 % free of charge	up to 7 days before date of arrival	50 % free of charge	up to 14 days before date of arrival	50 % free of charge	up to 14 days before date of arrival	50 % free of charge
		up to 3 days before date of arrival	25 % free of charge	up to 7 days before date of arrival	25 % free of charge	up to 7 days before date of arrival	25 % free of charge
		up to 1 day before date of arrival	10 % free of charge	up to 2 days before date of arrival	10 % free of charge	up to 2 days before date of arrival	10 % free of charge

The percentages apply accordingly to other event-related services such as room hire, additional food and beverages or booked workshops.

- The scales can be applied cumulatively, i.e. one after the other, by the Customer, whereby the percentage to be cancelled free of charge then applies in each case only to the portion of the event remaining after the previous cancellation.

In the event of a (complete) cancellation, the Hotel must have received a notice of cancellation in text form (e.g. by e-mail) by the specified cancellation date, otherwise the last scale of flat-rate saved expenses will be applied.

- The portions of the event/overnight stays to be cancelled free of charge represent the flat-rate saved expenses. The Hotel shall therefore be entitled to charge the Customer for those parts of the event/overnight stays that can no longer be freely cancelled and to retain these from the deposit, insofar as this has been paid.
- The Customer shall be free to provide proof that the claim did not arise or did not arise in the amount claimed.

After 31.12.2021, the provisions of Clause IV GTCE shall apply.

## b) Supplementary special provision to Clauses IV, V and VII above (and Clauses IV, V and VI of the GTCH insofar as relevant in connection with the event) for events up to 31.12.2021 (start of event decisive) due to corona, pandemic situations and force majeure

- Should the booked event not be allowed to take place in the booked form due to legal or official requirements (e.g. in the form of ordinances, general orders or administrative acts) at the venue based on the coronavirus or similar serious reasons of force majeure (external circumstances for which the Hotel is not responsible), the Hotel shall be entitled to offer the Customer an alternative form of implementation (e.g. seated catering instead of buffet form, etc.) and an alternative event time (event period), which may only be refused for good cause. If such an adjusted Service is not possible or reasonable, or if it is refused for good cause, both Parties shall be entitled to cancel the Event free of charge.
- If an event participant/traveller is unable to attend the booked event due to official travel bans or quarantine orders (also on return from the booked destination country) due to Corona or similar global pandemics as defined by the WHO, their room/event package may be cancelled free of charge irrespective of the provisions of Clauses IV No. 4 and VII a). 4 and VII a), insofar as the guest has provided proof that it is actually objectively impossible for the event participant/traveller to travel for the aforementioned reasons. Mere reservations on the part of the Guest or official recommendations to avoid travel or events do not constitute a right of withdrawal free of charge.
- In all other cases, irrespective of Corona and similar global pandemics according to the definition of the WHO, the regulation from Clause VII a) for events until 31.12.2021 and after this date from Clauses IV and VI GTCE shall remain in force.

## VIII. Bringing food and drinks

- The Customer may not bring food and drinks to events. Any exceptions require prior agreement in text form with the Hotel. In such cases, an appropriate contribution shall then be charged to cover the overhead costs.

## IX. Technical facilities and connections

- Insofar as the Hotel procures technical or other facilities/equipment from third parties for the Customer at the Customer's instigation, it shall act in the name of, on the authority of and for the account of the Customer. The Customer is liable for careful handling and proper return. They shall indemnify the Hotel in full against all claims by third parties arising from the use of these facilities/equipment.
- The use of the Customer's own electrical equipment using the Hotel's electricity network requires prior consent in text form. Any disruptions or damage to the Hotel's technical equipment caused by the use of such equipment shall be borne by the Customer, unless the Hotel is responsible for such disruptions or damage. The Hotel may record and charge the electricity costs arising from the use at a flat rate.
- The Customer shall be entitled to use their own telephone, telefax and data transmission facilities with the prior consent of the Hotel in text form. The Hotel may charge a reasonable connection fee for this.
- If suitable facilities/equipment of the Hotel remain unused due to the connection of the Customer's own facilities/equipment, the Hotel may charge a deficiency compensation fee.
- Disruptions to technical or other facilities provided by the Hotel shall be remedied immediately if possible. Payments may not be withheld or reduced insofar as the Hotel is not responsible for these disruptions.

## X. Loss of or damage to items brought with you

- Exhibits or other items (including personal items) brought along by the Customer shall be kept in the event rooms or in the Hotel at the Customer's own risk. The Customer is not given the right to use the keys. The Hotel accepts no liability for loss, destruction or damage, except in cases of gross negligence or wilful misconduct on the part of the Hotel. This does not apply to damages resulting from injury to life, body or health. In addition, all cases in which, due to the circumstances of the individual case, safekeeping constitutes a contractual obligation (on which the Customer may rely within the framework of the Contract) are excluded from this exemption from liability. Decorative material brought along must fully comply with fire safety requirements. The Hotel shall be entitled to demand official proof of this in advance. If such proof is not provided in good time, the Hotel shall be entitled to remove any material already brought in at the Customer's expense. Due to possible damage, the installation and attachment of items must be agreed in detail with the Hotel in advance.
- Any exhibits or other items brought along must be removed immediately after the end of the event. If the Customer fails to do so, the Hotel may remove and store the goods at the Customer's expense. If the items remain in the event room in a manner contrary to the terms of the Contract, the Hotel may charge reasonable compensation for use for the duration of the stay. The Customer shall be free to provide proof that the above-mentioned claim did not arise or did not arise in the amount asserted. In addition, the Hotel reserves the right to prove and claim higher damages.

## XI. Liability of the customer for damages

- The Customer is liable for all damage to the building or the Hotel caused by event participants or visitors, employees, other associated third parties or the Customer themselves.
- The Hotel may require the Customer to provide appropriate security (e.g. insurance, deposits, guarantees, etc.) at any time.

## XII. Final provisions

- Changes or additions to the Contract, the acceptance of the application or these General Terms and Conditions for the Event Contract can only be made in text form. Unilateral amendments or supplements by the customer are invalid.
- The place of performance and payment is the registered office of the respective Hotel. For Private Customers, the place of jurisdiction is determined by the applicable law. For Business Customers, the place of jurisdiction is the registered office of the respective Hotel.
- Swiss law is applicable.
- Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions shall apply.

As of: June 2021