

GENERAL TERMS OF BUSINESS FOR RENTING SEMINAR AND CONFERENCE PREMISES AND HOTEL ROOMS

I. Scope of the General Terms of Business

The scope of these General Terms of Business is the provision of seminar and conference premises and hotel rooms and other services required for the event in question, which are to be provided by the Radisson Blu Hotel.

2. Obligations of the ordering party

2.1. Number of participants

2.1.1. Seminar and conference premises

The ordering party and the Radisson Blu Hotel agree in the Event Confirmation upon the number of participants contemplated (Agreed Number of Participants).

The ordering party will inform the Radisson Blu Hotel of the fixed number of participants not later than four days before the event (Fixed Number of Participants).

If the fixed number of participants is lower than the agreed number of participants, the invoice amount will be calculated on the basis of the fixed number of participants but on the basis of at least 90% of the agreed number of participants.

If the actual number of participants at the event is lower than the fixed number of participants, the invoice amount will be calculated on the basis of the fixed number of participants.

2.1.2. Hotel rooms

The ordering party and the Radisson Blu Hotel agree in the Event Confirmation upon the number of hotel rooms required (Agreed Number of Rooms).

The ordering party will inform the Radisson Blu Hotel of the fixed number of hotel rooms required not later than seven (7) days before the event (Fixed Number of Rooms).

If the fixed number of rooms is lower than the agreed number of rooms, Radisson Blu Hotel has the rights to charge 80% of the non-required number of rooms.

If the actual number of rooms required is lower than the fixed number of rooms, the invoice amount will be calculated on the basis of the fixed number of rooms.

Should the fixed number of participants or the fixed number of rooms fail to be communicated by the deadline, the number stated in the Event Confirmation will be deemed to be fixed.

2.2. Conditions of payment

The invoice amount is payable without any discount within the (10) days after issuance of the invoice. The Radisson Blu Hotel is entitled to demand 100% of the estimated invoice amount as prepayment upon signature of the Event Confirmation.

Should the ordering party's registered offices / domicile be abroad, up to 100% of the estimated invoice amount will be asked as prepayment. The final settling takes place upon checking out.

2.3. Liability for payment

If the ordering party is not also the organizer of the event, the organizer of the event must also sign the Event Confirmation and is also considered to be the ordering party vis-à-vis the Radisson Blu Hotel. In particular, the organizer of the event is jointly and severally liable with the ordering party for the full invoice amount. This liability extends to additional services purchased by the participants at the event, unless direct payment has been expressly agreed.

2.4. Cancellation by the ordering party

If the event is cancelled for reasons, which rest with the ordering party, the ordering party is obliged to reimburse the following costs:

2.4.1. For individual reservations of less than 10 rooms

Cancellations can be made free of charge until 16:00h on the day of arrival. If a cancellation is made after this time, 100% of the price of the cancelled rooms will be invoiced.

2.4.2. For the reservation of hotel rooms in groups of 10–30 rooms

- Up to 60 days before the day of arrival: no charge
- From the 59th day and up to the 30th day before day of arrival: 50% of the price of the cancelled rooms
- From the 29th day and up to the 8th day before day of arrival: 80% of the price of the cancelled rooms
- From the 7th day before the day of arrival: 100% of the price of the cancelled rooms

2.4.3. For the reservation of hotel rooms in groups of 30–50 rooms

- Up to 90 days before the day of arrival: no charge
- From the 89th day and up to the 60th day before the day of arrival: 40% of the price of the cancelled rooms
- From the 59th day and up to the 30th day before day of arrival: 60% of the price of the cancelled rooms
- From the 29th day and up to the 8th day before the day of arrival: 80% of the price of the cancelled rooms
- From the 7th day before the day of arrival: 100% of the price of the cancelled rooms

2.4.4. For the reservation of hotel rooms in groups of more than 50 rooms

- Up to 120 days before the day of arrival: no charge
- From the 119th day and up to the 90th day before the day of arrival: 40% of the price of the cancelled rooms
- From the 89th day and up to the 60th day before the day of arrival: 60% of the price of the cancelled rooms
- From the 60th day and up to the 8th day before the day of arrival: 80% of the price of the cancelled rooms
- From the 7th day before the day of arrival: 100% of the price of the cancelled rooms

2.4.5. For the reservation of seminars and conferences (as per event confirmation)

- Up to 90 days before the start of the event: no charge
- From the 90th day and up to the 60th day before the start of the event: 40% of the estimated lost invoice amount.
- From the 59th day and up to the 20th before the start of the event: 60% of the estimated invoice amount.
- From the 19th day and up to the 8th day before the start of the event 80% of the estimated invoice amount.
- From the 7th day before the day of arrival 100% of the estimated invoice amount.

3. Provisions in the event of a variation in the number of participants

The Radisson Blu Hotel is entitled, in the event of variations of more than 10% in the number of participants, to change the seminar and conference premises for the event in accordance with the modified number of participants. Any additional costs of third parties arising as a result will be charged to the ordering party.

4. Start and end of the event

The start and end of the event are specified in the event confirmation. Subsequent amendment to the agreed times must be approved by the Radisson Blu Hotel. Any additional costs of third parties arising as a result will be charged to the ordering party.

5. Option dates

Option dates are binding for both parties. The Radisson Blu Hotel is entitled to dispose of the reserved seminar and conference premises as well as hotel rooms automatically following the expiry of the option dates.

6. Check-in & Check-out

The check-in time is 14:00h.

Hotel rooms must be vacated by 12:00 noon. Later check-out must be arranged with the Radisson Blu Hotel on the day prior to departure at the latest. In case of a check-out between 12:00 noon and 18:00h, there will be a charge of 50 % of the contracted room rate. In case of a check-out after 18:00h, the full amount of the overnight rate will be charged.

7. Liability for damage

7.1. Loss and damage

The ordering party is liable for loss and damage caused by its employees and / or participants at events.

7.2. Disclaimer in respect of liability for items brought in

The Radisson Blu Hotel disclaims all liability for loss or damage to items brought in by the ordering party, or by the participants at the event.

7.3. Use of decoration materials

No additional decoration materials may be used without the express consent of the Radisson Blu Hotel. The ordering party is responsible for ensuring that any decoration material used with the consent of the Radisson Blu Hotel complies with fire regulations. Liability regarding the fire authorities rests with the ordering party. Decoration material brought by the ordering party must be removed after the event has ended. Decoration material, which has not been removed, will be disposed by the Radisson Blu Hotel at the ordering party's expenses.

8. Reimbursement of outlays

If the Radisson Blu Hotel procures technical equipment or other services provided by third parties for the ordering party, this will be undertaken on the instruction of and on account of the ordering party. The ordering party undertakes to reimburse the Radisson Blu Hotel for outlay and expenditure which the Radisson Blu Hotel has undertaken in the proper execution of instructions, and to release the Radisson Blu Hotel from any liability in this connection. The ordering party is liable for the careful handling and proper return of technical equipment hired on this instruction.

9. Guarantee

The technical staff of the Radisson Blu Hotel will immediately deal with failure of technical equipment made available by the Radisson Blu Hotel and there is therefore no entitlement to any reduction of the invoice amount. If a fault cannot be repaired, the invoice amount will be reduced by the amount of the hire price of the technical equipment. Any further claims are expressly excluded.

10. Food and beverages

Food and beverages are in principle to be purchased from the Radisson Blu Hotel. As an exception, and with the consent of the Radisson Blu Hotel, the ordering party may hand the catering over to a third party. In this case, the Radisson Blu Hotel is entitled to charge a service free and corkage fee. The service fee and the corkage fee will be subject to a separate agreement.

11. Cancellation by the Radisson Blu Hotel

- 11.1. To the extent a right of rescission within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.
- 11.2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel with warning of rejection has expired, then the hotel is likewise entitled to rescind the contract.
- 11.3. Moreover, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization.
- 11.4. The hotel must notify the customer without delay that it is exercising its right of rescission.
- 11.5. The customer can derive no right to compensation from justified rescission by the hotel.

12. Jurisdiction and applicable law

Swiss law is exclusively applicable to the present contract. The place of jurisdiction is Zurich, Switzerland.