

# <u>Terms and conditions for reservaitons & events</u> Swiss-Chalet Merlischachen AG

#### Scope of validity

The terms and conditions are valid for contracts regarding the rental use of conference, banquet and event rooms of the Swiss-Chalet Merlischachen AG (subsequently referred to as SCM) for the execution of events such as banquets, seminars, conferences etc. as well as all other services and deliveries by the SCM in connection with the above, such as catering and accommodation.

#### Concluding the contract

After booking your reservation, you will receive a reservation confirmation. This contract is only binding with the SCM, once it has been confirmed in writing by the contracting authority.

#### Services, prices and payments

- The SCM is obligated to provide the services ordered by the organiser and confirmed by the hotel.
- The SCM reserves the right to cancel an event if suspicions arise that the event could have a detrimental effect on its reputation and business performance.
- The organiser is obliged to send the SCM the detailed program, information regarding the layout of the seating facilities and technical equipment, as well as all information required by the SCM for a smooth execution of the event, at the latest 14 days before the event.
- The organiser is obligated to pay the agreed prices for the services to the SCM. This is also valid for services in connection with the event, as well as expenditures of the SCM to third parties.
- The agreed prices include the relevant statutory value added tax.
- Invoices from the SCM without a due date are payable within 15 days from the invoice date.

#### Number of participants

The customer undertakes to inform the SCM in spoken or written form of the definite number of participants as soon as possible, at the latest 5 working days before the date of the event. In the event of a deviation of the actual number of participants from the "definite number of participants", the following is valid:



Up to 5% less than the actual number of participants: Invoiced according to the actual number of participants

More than 5 % less than the actual number of participants: A maximum of 5% will be added for the deviation

A late increase of the actual number of participants: Invoiced according to the actual number of participants

#### Cancelling a reservation

- To cancel a reservation regarding seminars / congresses / events, the SCM must be informed in writing as soon as possible. If a reservation is completely cancelled without the SCM being responsible, the following cancellation charges of the reserved service are invoiced to the customer by the SCM (clause 2):

Cancellation 42-31 days before the event: 25%
Cancellation 30-15 days before the event: 50%
Cancellation 14-04 days before the event: 75%
Cancellation 03-00 days before the event: 100%

Cancellations for an individual guest are free of charge up to 1 day before his or her arrival. In the event of late cancellations or no-shows (the guest not arriving), the cost of an overnight stay will be invoiced.

#### Additional terms and conditions for groups

- For the purposes of these terms and conditions, groups are travel groups with a minimum of 20 persons booked, who are scheduled to arrive and depart together. Only one total invoice will be issued and given to the tour operator, if necessary. For groups with less than 20 persons, the prices for individual guests apply. A warranty claim for group rates does not apply; due to individual agreement, group prices can be negotiated depending on availability and demand.
- Reservations must be confirmed in writing. The final list of names of the members of a relevant group must be sent to the SCM up to 14 calendar days before arrival.



The following cancellation charges apply for group cancellations:

31 days before arrival: free of charge

30 to 21 days before arrival: 25% of the booked services
20 to 14 days before arrival: 50 % of the booked services
13 to 7 days before arrival: 75% of the booked services
6 to 0 days before arrival: 100% of the booked services

## 7. Extending a reservation

Closing time is at midnigth. An extension can be requested.

For each additional hour between 12 AM and 2 AM, an extra 250 CHF is added to the invoice.

For each additional hour after 2 AM, an additional 400 CHF is added to the invoice.

## 8. Damages

The customer is liable to the SCM for all damages and losses, which are caused by the customer or by his or her auxiliary personnel or event participants, without the SCM having to prove the customer's negligence. The SCM denies any liability for theft or damage regarding personal items, clothing or materials provided by the customer, by the organiser, the speaker or the participants.

### 9. Other provisions

Applicable law / place of jurisdiction: This reservation confirmation, including the terms and conditions and any applicable additional agreements, as well as contracts signed on their basis, are exclusively bound to Swiss law. The sole place of jurisdiction for all disputes arising from the present agreement is the Küssnacht Municipality in Rigi SZ.