

General Terms and Conditions

For Meeting, events, banquet and hotel rooms from 10 persons

1. **Purpose of General Terms and Conditions**

Purpose of these General Terms and Conditions is the provision of event space and hotel rooms as well as the provision of other service in connection with the execution of events and banquets by Swiss-Chalet Merlischachen AG and its direct or external company partners.

2. **Formation of the contract**

- 2.1. The contract for the booking/reservation of premises, hotel rooms and services becomes valid as soon as the offer submitted by Swiss-Chalet Merlischachen is accepted and signed.
- 2.2. Contracts can be concluded orally or by email if the contracting party (organizer) confirms the knowledge and accepts the GTC of Swiss-Chalet Merlischachen AG.
- 2.3. The GTC is also applied if the contract is silently accepted on the basis of the confirmation sent by Swiss-Chalet Merlischachen AG.

3. **Option dates**

Option dates are bounding for both parties. Swiss-Chalet Merlischachen AG is permitted to release the reserved event space and hotel rooms without further ado after the option date is expired.

4. **Change in the number of participants for events, banquets and premises**

- 4.1 The organizer and Swiss-Chalet Merlischachen AG agree in the order confirmation the intended number of participants.
- 4.2 The organizer is obligated to inform Swiss-Chalet Merlischachen as early as possible of any changes in the number of participants. Swiss-Chalet Merlischachen AG attempts generally to reallocate unused reservations under the same conditions. If this is successfully achieved, no costs will be charged to the organizer.
- 4.3 Swiss-Chalet Merlischachen AG must be informed the exact number of participants prior to the event 48 hours in advance for groups of up to 20 persons and the latest 7 days in advance for groups of 20 persons or more. This information forms the basics for the invoice.
- 4.4 If more persons than communicated participate in the event, the actual number of participants will be charged. Swiss-Chalet Merlischachen AG guarantees the provision of the agreed services up to 10% of additional participants at the agreed conditions.
- 4.5 If the exact number of participants is not announced in proper time, the information contained in the confirmation shall be considered as definitive.

4.6 In case of deviation of the number of participants by more than 10%, Swiss-Chalet Merlischachen AG is allowed to recalculate the agreed prices. In case of a reduction of the number of participants by more than 10%, Swiss-Chalet Merlischachen AG is allowed to increase the agreed prices appropriately and to exchange confirmed rooms.

4.7 The change of the number of participants requires the written reconfirmation by Swiss-Chalet Merlischachen AG.

5. **Cancellation policy for premises, events and banquets**

5.1 Cancellation by the client must be made in writing form and confirmed by Swiss-Chalet Merlischachen AG in order to be valid.

5.2 Cancellation fees in case of cancellation of the entire event by the organizer:

<u>Time period</u>	<u>Cancellation fee</u>
until 6 weeks before the event	Free of charge
until 4 weeks before the event	30% of the booked services
until 2 weeks before the event	50% of the booked services
less than 2 weeks before the event	80% of the booked services
less than 1 week before the event	100% of the booked services

5.3 If at the time of cancellation of the entire event by the organizer, no amount for food and beverages has been contractually agreed, the cancellation fee shall be based on the lowest-priced 3-course menu of the valid event offer. The calculation of the food amount is based on the formula: Menu price x (times) agreed number participants. The beverage turn-over is calculated from 50% of the meal turn-over.

6. **Changes in the number of rooms**

6.1 The organizer and Swiss-Chalet Merlischachen AG agree on the number of hotel rooms required in the confirmation.

6.2 The organizer is obligated to inform Swiss-Chalet Merlischachen AG in writing form of any changes in the number of rooms as early as possible before the planned check-in.

- 6.3 If the actual number of required hotel rooms is lower than the number of rooms agreed upon in the confirmation, the following cancellation policy shall apply to the unused hotel rooms:

Time period	Cancellation fee
until 4 weeks before the check-in	Free of charge
until 2 weeks before the check-in	50 % of the booked services
less than 2 weeks before the check-in	100 % of the booked services

Swiss-Chalet Merlischachen AG will attempt to reallocate hotel rooms that are not used. If this succeeds, no costs will be charged to the organizer.

- 6.4 If the exact number of participants is not announced in proper time, the information contained in the confirmation shall be considered as definitive.

7. Room provision, check-in, check-out

- 7.1 The organizer/guest has no right to the provision of specific rooms, unless the provision of a specific room was agreed in advance and confirmed in writing form.
- 7.2 Booked rooms are available to the organizer/guest from 3:00 p.m. on the agreed day of arrival.
- 7.3 On the agreed departure day, the rooms must be vacated by 10:30 a.m. at the latest. A later check-out, if requested, must be arranged with Swiss-Chalet Merlischachen AG on the previous day at the latest and will be granted subject to availability. If the rooms are used longer than 10:30 a.m. without consultation with Swiss-Chalet Merlischachen AG, 50% of the room rate will be charged for the additional use of the room until 3:00 p.m. and 100% of the room rate from 3:00 p.m.

8. Subleasing

- 8.1. Subleasing of rooms and premises is only permitted with the approval of Swiss-Chalet Merlischachen AG.

9. Food and beverages

- 9.1. The organizer shall announce the final menu and wine selection latest two weeks before the event.
- 9.2. In general, food and beverages are to be acquired from Swiss-Chalet Merlischachen AG. Exceptions require the consent of the hotel and a written agreement with Swiss-Chalet Merlischachen AG. In this case the hotel is entitled to a service charge and corkage fee. Service fee and corkage fee are subject to a separate agreement.
- 9.3. Swiss-Chalet Merlischachen AG assumes no liability for the expiration for any food that is taken for self-consumption after an event.

10. Start and end of the event

- 10.1. Start and end of the event are agreed in the confirmation. Later changes of the agreed times require the written consent of Swiss-Chalet Merlischachen AG.
- 10.2. Swiss-Chalet Merlischachen AG must be notified of any changes to the event time or the event schedule on the agreed event date no later than 48 hours before the event. These shall only become effective if confirmed in writing form by Swiss-Chalet Merlischachen AG.

- 10.3. If the agreed start or end times of the event are changed without the prior written consent of Swiss-Chalet Merlischachen AG, additional costs for the availability of employees will be charged: CHF 32.00 per 30 minutes and per employee.

- 10.4. An unexpected extension is only possible in consultation and with the explicit approval of the organizer. In this case, the organizer decides whether any consumption will be charged to the total invoice or whether the guests pay themselves.

- 10.5. For extensions after midnight, an extension fee will be charged: CHF 200.00 per hour. In any case, the extension fees will be charged to the organizer.

11. Resignation by Swiss-Chalet Merlischachen AG

- 11.1. The Swiss-Chalet Merlischachen AG is entitled to resign from the contract without compensation for an objectively justified reason, in case:

- Force majeure or other circumstances beyond the control or influence of Swiss-Chalet Merlischachen AG, which make the fulfillment of the contract impossible.
- Room reservations or event bookings made with misleading or false information or with concealment of significant facts.
- Of reasonable cause to believe that the use of the booked services may jeopardize the proper operation of the business, the safety or the reputation of the hotel in public.
- Unauthorized subleasing.
- Official order
- A change of owner or operator, temporary or permanent closure or restructuring of the business, subject to two months' notice.

- 11.2. If an agreed advance payment is not made even after the expiry of a reasonable period of grace set by Swiss-Chalet Merlischachen AG, Swiss-Chalet Merlischachen AG may rescind the contract without compensation.

12. Liability for damages

- 12.1. The organizer is liable for damage or loss of the inventory of Swiss-Chalet Merlischachen AG, which occur during the event or the set-up. Swiss-Chalet Merlischachen AG can demand the conclusion of corresponding insurances.

- 12.2. Any supplies brought by the organizer, such as documents, cartons, etc., must be collected immediately after the end of the event. Any material, documents, cartons etc. not collected, shall be disposed of by Swiss-Chalet Merlischachen AG at the expenses of the organizer: CHF 32.00 per 30 minutes and per employee.

- 12.3. The use of decorative material or other objects requires the consent of Swiss-Chalet Merlischachen AG. All decoration material must comply with the fire safety requirements (fire protection class 5.3.). For handling of decoration material and flowers incl. possible disposal a flat rate of CHF 250.00 will be charged.

12.4. Swiss-Chalet Merlischachen AG assumes no liability for loss or damage to equipment brought along. Should this be insured against fire, water, theft, damage or other dangers, the organizer has to arrange the insurance himself.

13. Technical equipment, rental and external services

13.1. As far as Swiss-Chalet Merlischachen AG obtains technical equipment or other services from third parties for the organizer, it acts on behalf and for the account of the organizer. The organizer commits himself to release Swiss-Chalet Merlischachen AG from the liabilities entered into in connection with third party suppliers. The organizer is liable for careful handling and proper return of the technical equipment rented on his behalf.

13.2. Malfunctions of the technical equipment provided by Swiss-Chalet Merlischachen AG itself will be repaired by the technical service and no not entitle to a reduction of the remuneration. If a malfunction cannot be repaired, the invoice will be reduced by the amount of the rent for the technical equipment. Further claims are not permitted.

13.3. For the booking of programs, excursions, activities of third parties, the same cancellation conditions apply as for the services booked by Swiss-Chalet Merlischachen AG.

14. Volume control, noon and night rest

14.1. There is an upper volume limit of 70 decibels on the outdoor area of Swiss-Chalet Merlischachen AG. This must be strictly followed by the organizer and can be controlled and applied by the employees of Swiss-Chalet Merlischachen AG. If events or parts of an event exceed this limit, e.g. if amplifiers are used, the explicit consent of Swiss-Chalet Merlischachen AG is required.

14.2. Any costs for exceptional permits, approvals or administrative fines in connection with will be charged to the organizer.

14.3. In the Schloss-Park, the noon rest (12:00-13:00) and the night rest (from 22:00) must be respected. During or after these hours, any events must be held inside the Swiss-Chalet Merlischachen AG premises.

15. Advertising and communication by the organizer

15.1. Newspaper and mailings containing invitations to events of any kind in the premises of Swiss-Chalet Merlischachen AG requires the written consent and approval of Swiss-Chalet Merlischachen AG.

15.2. If a publication is made without the consent of Swiss-Chalet Merlischachen AG and if essential interest of Swiss-Chalet AG are affected thereby, Swiss-Chalet Merlischachen AG is entitled to cancel the event. Any costs incurred, lost revenues and possible claim for damages shall be covered by the organizer.

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15.3. Swiss-Chalet Merlischachen AG reserves the right to take legal action.

16. Payment conditions

16.1. Prepayments

Swiss-Chalet Merlischachen AG reserves the right to invoice an amount of 40% of the expected invoice amount as advance payment upon signing of the confirmation or upon agreement. A further 40% of the anticipated invoice amount is due 6 weeks before arrival or the start of the event. The final invoice will be made at check-out or at the end of the event.

16.2. Organizer with registered residence abroad

For clients with registered residence abroad, up to 100% of the expected invoice amount can be invoiced as advance payment. The payment must be made by authorizing the debiting of a credit card or by advance payment. A reservation is definite when the payment has been received by Swiss-Chalet Merlischachen AG. The final invoice is made at the check-out or at the end of the event and is paid either in cash or by credit card.

16.3. Payment term

The payment deadline is fourteen (14) days from the invoice date. A subsequent first reminder will result a charge of CHF 20.00. A second reminder CHF 50.00.

16.4. If there are complaints regarding the content or amount of the invoice or the services provided or agreed, these must be addressed

in writing to Swiss-Chalet Merlischachen AG within 14 days of the invoice date. Complaints made later are invalid.

17. Liability for payment

17.1. If the client is not the organizer, the organizer has to sign the confirmation and is therefore also the client of Swiss-Chalet Merlischachen AG.

17.2. The organizer is liable with the client for the entire remuneration. This liability extends to additional services purchased by the event participants, unless direct payment has been expressly agreed.

18. Final clauses, applicable law and place of jurisdiction

18.1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions must be made in writing and signed form by all parties in order to be effective.

18.2. Swiss law shall apply without exception.

18.3. The parties expressly agree that Küssnacht am Rigi shall be the exclusive place of jurisdiction.

18.4. The place of performance for all obligations arising from the contractual relationship is Merlischachen.