

General Terms and Conditions for the leasing of event rooms and hotel rooms

The following general terms and conditions (hereinafter referred to as GTCs) apply for the temporary leasing of rooms and/or event rooms of the Kameha Grand Glattpark Betriebsgesellschaft mbH (hereinafter referred to as the hotel) for the holding of events as well as all deliveries and services of Kameha Grand Glattpark Betriebsgesellschaft mbH to the client (hereinafter referred to as the organiser) related with this.

The GTCs are an integrated part of all contractual agreements between the hotel and the organiser and the basis of all services and deliveries of the hotel, to the exclusion of possible GTCs of the organiser.

I. CONCLUSION OF CONTRACT

The event contract regarding the price and leasing of rooms, event rooms and other deliveries and services does not come into effect until it is confirmed in writing by the hotel.

The prices and room rates stated in the offer and the contract only apply in the context of the events inquired about.

II. NUMBER OF PARTICIPANTS

a. Event rooms

In the event contract the client and the hotel agree on the planned number of event participants (= agreed number of participants).

The client informs the hotel about the expected number of event participants at the following deadlines at the latest (= expected participants):

- Events up to 50 people up to seven (7) working days before the start of the event
- Events of 51 people or more up to ten (10) working days before the start of the event

If the expected number of participants is lower than the agreed number of participants, the remuneration is determined on the basis of the expected number of participants, but at least on the basis of 90% of the agreed number of participants.

If the effective number of event participants on the day of the event is lower than the expected number of participants, the remuneration is determined on the basis of the expected number of participants.

If the effective number is higher than the expected number of participants, the remuneration is determined on the basis of the effective number of participants.

In the case of deviations of more than 10% of the agreed number of participants, the hotel reserves the right to change the rooms provisionally stated in the contract.

b. Hotel rooms

In the event contract the client and the hotel agree the planned number of hotel rooms required (= agreed number of rooms).

The client informs the hotel at the latest ten (10) working days before the start of the event about the expected number of required hotel rooms (= expected number of rooms).

If the expected number of rooms is lower than the agreed number of rooms, the hotel reserves the right to charge 100% of the price for the hotel rooms required.

If the effective number of hotel rooms required is lower than the expected number of rooms, the remuneration is determined on the basis of the expected number of rooms.

If the effective number is higher than the expected number of rooms, the remuneration is determined on the basis of the effective number of rooms.

In the case of a reduction of the room quota to fewer than 10 rooms per night, the agreed group rate loses its validity and the room rates for individual bookings will apply (most favourable available rate).

All no-shows (= unannounced no-shows) shall be charged 100% of the total room price for the duration of the stay.

If the hotel is not informed in good time about the expected number of participants or respectively the expected number of rooms, the information in the event contract is considered definitive.

Saturdays, Sundays and public holidays are not considered working days.

III. CANCELLATION CONDITIONS

In the case of a total cancellation by the organiser, the hotel is entitled to charge the organiser the following cancellation costs. The grading is based on the room revenue according to the contractually agreed number of rooms and the event revenue is based on the contractually agreed number of people.

a. Groups with fewer than 10 rooms per night:

In the case of bookings of fewer than 10 rooms, the client can cancel this free of charge up to 16.00 on the day prior to arrival.

If the cancellation is not made by this time, 100% of the room revenue lost shall be charged.

b. Groups with 10 to 30 rooms per night

- Up to 90 days before arrival free of charge
- 89-50 days before arrival 50% of the lost room revenue
- 49-20 days before arrival 80% of the lost room revenue
- Fewer than 20 days before arrival 100% of the lost room revenue

c. Groups with 31 to 50 rooms per night

- Up to 90 days before arrival free of charge
 - 89-60 days before arrival 40% of the lost room revenue
 - 59-30 days before arrival 60% of the lost room revenue
 - 29-19 days before arrival 80% of the lost room revenue
 - Fewer than 19 days before arrival 100% of the lost room revenue
- d. Groups with more than 50 rooms per night**
- Up to 120 days before arrival free of charge
 - 119-90 days before arrival 40% of the lost room revenue
 - 89-60 days before arrival 60% of the lost room revenue
 - 59-30 days before arrival 80% of the lost room revenue
 - Fewer than 29 days before arrival 100% of the lost room revenue
- e. Booking of event services (except the Kameha Dome)**
- Up to 90 days before arrival free of charge
 - 89-60 days before arrival 40% of the expected lost event revenue
 - 59-30 days before arrival 60% of the expected lost event revenue
 - 29-8 days before arrival 80% of the expected lost event revenue
 - Fewer than 8 days before arrival 100% of the expected lost event revenue
- f. Booking of event services in the Kameha Dome**
- Up to 180 days before arrival free of charge
 - 179-150 days before arrival 40% of the expected lost event revenue
 - 149-120 days before arrival 60% of the expected lost event revenue
 - 119-90 days before arrival 80% of the expected lost event revenue
 - Fewer than 89 days before arrival 100% of the expected lost event revenue

Insofar as the event is not subject to a flat rate, and food and drinks have not yet been determined, the price of the most reasonable three course menu, as well as the most reasonable drinks flat rate shall apply.

IV. RESCISSION BY THE HOTEL

- a. If the organiser breaches provisions of the contract or if the hotel has reason to assume that the event puts at risk the smooth operation of the business, the security or the reputation of the hotel, the hotel can cancel the event at any time, and rescind the contract without providing compensation. The hotel is also entitled to this right of rescission should the organiser make incorrect or incomplete statements about the content and course of the event. The full claim for remuneration and necessary claims for compensation for damages by the hotel remain unaffected in all these cases.
- b. The hotel is also entitled to rescind the contract without providing compensation insofar as the service to be performed by the hotel under contract is wholly or partly made significantly more difficult or impossible through force majeure or other circumstances which the hotel is not responsible for.

V. FOOD AND DRINKS

- a. All food and drinks must be obtained from the hotel.
- b. In special cases, a written agreement about suitable service and/or corking charges can be made in advance regarding bringing in drinks and/or food. If food and/or drinks not obtained from the hotel are consumed without prior consent, the hotel is entitled to charge the organiser for the lost revenue.
- c. The hotel does not assume any liability for the quality and edibility, in particular for perishable food and/or drinks brought in. The organiser frees the hotel from all claims by third parties.

VI. CHARGE FOR DRINKS

If no other agreement is made, drinks shall be charged according to actual consumption. Opened bottles are considered consumed.

VII. VALUABLES

- a. Valuables of any kind can, insofar as the capacity exists, be put in the hotel safe. The organiser is obligated to inform the hotel beforehand about the capacity requirements.
- b. The terms and conditions of use for the cloakroom apply for using the cloakroom (in particular, no liability for unmonitored cloakroom).
- c. The hotel assumes no liability for objects of any kind brought in. The organiser is directly responsible for insuring objects brought in.

VIII. GENERAL LIABILITY

The hotel is only liable for intentional or grossly negligent contractual or non-contractual damage, and only for direct damages. Any further liability, in particular for slight or indirect negligence, or for indirect damages, such as in particular lost profits, shall be waived. The users of the hired rooms are obligated to observe quiet and order. The organiser is liable for all damages, losses or injuries caused by him, his employees, his authorised persons, his guests, the event participants and all other persons staying in or around the premises of the hotel on the basis of the event.

The hotel is free to determine a site visit with acceptance of the rooms before setting up, as well as after dismantling. This is to be carried out through an employee of the contract partner who is authorised to sign and make decisions.

If special cleaning or additional removal of refuse needs to be carried out, the organiser carries the corresponding additional expenses.

The organiser completely releases the hotel from all civil and public law claims which are brought by authorities or third parties (including event participants, guests or employees and contract partners of the organiser) against the hotel on the basis of the event, and assumes

all costs, including possible costs for legal advice and court costs, as well as possible compensation payments or fines. The hotel can at any time request evidence of sufficient insurance cover of the organiser. The organiser is responsible for ensuring that no more persons are granted admittance than the capacity of the appropriate room. The maximum numbers stated by the hotel are binding for this. The organiser is also responsible for observing the safety regulations (no blocking of the emergency exits, observing the smoking ban etc.). The hotel assumes no liability in the case of a breach.

IX. DECORATIONS BROUGHT IN

- a. Decorations brought in by the organiser must correspond with the fire protection provisions. In case of doubt, the hotel can remove the decorations without providing compensation. The organiser is to inform the hotel in good time about planned decorations.
- b. Bringing in decoration materials and other objects on walls, doors and floors must always be approved by the hotel. Possible damages shall be charged to the organiser.

X. TECHNICAL FITTINGS

Should the hotel under agreement obtain for the organiser technical fittings from third parties for the holding of the event, the hotel acts in the name and on the account of the organiser. The organiser is liable for careful treatment and proper return and releases the hotel from all claims by third parties. The organiser shall be charged for losses. Should the organiser cancel the technical fittings from third parties, he is to compensate the third parties according to their cancellation conditions. The organiser is prohibited from undertaking any changes to structural and technical fittings without the prior written consent of the hotel.

XI. MEDIA ADVERTISEMENTS

Media advertisements (like posters, flyers, newspapers, radio, television, internet) referring to events in the hotel fundamentally require the prior written agreement of the hotel. In the case of publication without this agreement, the hotel can refuse the event, insofar as material interests of the hotel are restricted by this. The hotel's full claim to remuneration and possible claims for compensation for damages remain unaffected.

XII. APPROVALS

Insofar as the event contract does not provide otherwise, the organiser is to apply for possible necessary approvals himself. In this regard the hotel assumes no liability. Damages related to copyright in connection with musical performances are to be asserted and settled directly by the organiser.

XIII. INVOICING

- a. The hotel is entitled to request advance payments from the organiser.
- b. The hotel sends no invoices abroad. Organisers with registered seats/domiciles outside Switzerland shall be billed 100% of the total revenue expected as advance payment. Possible additional orders shall be settled on check-out.
- c. Insofar as the event contract does not provide otherwise, all invoices from the hotel are to be paid within 7 days from the date of the invoice.
- d. All prices are gross in Swiss francs, including the respective valid value-added tax. An increase in the value-added tax after the conclusion of the contract is at the expense of the organiser.
- e. In the case of delay in payment, the hotel is entitled to charge dunning fees and interest on delay amounting to 6%.

XIV. FURTHER PROVISIONS

- a. The beginning and end of the event shall be agreed in the event contract. Later changes to the agreed times require the agreement of the hotel.
- b. Extensions of events beyond midnight are only possible with prior agreement. If need be, necessary approvals remain reserved.
- c. These GTCs as well as the entire contractual relationship are subject to Swiss law. Zürich is agreed as the place of performance and jurisdiction.
- d. Should individual provisions of these GTCs be ineffective, this does not affect the validity of the remaining provisions. In such a case, the legally ineffective provisions shall be replaced by a similar but effective provision mutatis mutandis.
- e. Additions, changes or subsidiary agreements to these GTCs are required to be in writing in order to be valid. This also applies for lifting the requirement of writing.
- f. These GTCs exist in both English and German. In the case of deviations between the German original and the English translation, the German version applies.
- g. By signing the event contract, the organiser recognises these GTCs as an integrated part of the contract. He confirms that he has read and accepted them.