

## GENERAL TERMS AND CONDITIONS

These general terms and conditions (T&C's) govern the contractual relationship between "you", meaning the party to whom this offer is directed, and HRP AG, which serves as the operating company for the Hilton Garden Inn Zurich Limmattal, Kreuzackerstrasse 5, CH-8957 Spreitenbach (subsequently called „hotel“).

### 1. Scope of Application

The contract governs the terms and conditions by which the hotel supplies seminar rooms, conference rooms, banquet facilities and hotel rooms, as well as other services that are required for implementing the organized event. The contractual offer will be transformed into a legally binding contract once it is signed by both parties as well as once an adequate prepayment has been made. By signing the offer both parties fully agree to the T&C's which are a binding component of the offer. Without prior consent of the hotel, the contractual offer may not be assigned to any third party including affiliated group companies, and the hotel reserves the right to modify the terms and prices in case of an assignment. Modifications to the content of the contract will not be binding until you have received a written confirmation from the hotel.

### 2. Duties of the Event Organizer

#### 2.1 Reservations

The acceptance period for offers made by the hotel is 7 days, unless a different period was agreed upon. After this deadline, the hotel will no longer be bound by the offer. The hotel reserves the right to revoke an offer on good grounds.

3 business days prior to the event, the exact number of persons attending must be communicated; otherwise the last headcount communicated in written form will be invoiced. Any changes to the total number of attendees might result in cancellation fees. If there are more participants than the headcount number given, the actual headcount of participants will be charged.

#### 2.2 Event Equipment and Facilities

The hotel will provide the installations and the relevant facilities and equipment in accordance with the information contained in the contractual offer. The hotel reserves the right to modify booked facilities in case the actual circumstances change. Such circumstances include but are not limited to an increase or decrease in the number of participants, a technical problem with the equipment, or the emergence of health and security risks.

Any additional days or nights that are required for setting up and disassembling seminars or exhibitions will trigger costs that will be charged to the total bill. Additional expenses involving on-site personnel (for example additional clean-up efforts, seating rearrangement, trash removal) that were not stipulated in the confirmed offer will be charged.

External technical equipment may not be installed and used without prior consent of the hotel. You may request the hotel to procure on your behalf to organize technical and other equipment from third parties. Any additional electricity costs resulting from the use of requested technical equipment may be charged to your bill. Also, extra charges may apply to cover the costs for interconnection fees of the IT equipment. The installation and use of further non-technical equipment and the decoration of walls and ceilings needs the prior consent of the hotel. Only in the consent of the hotel easily removable tape may be used to affix decorations. Nails and screws may not be used.

Any changes of agreed times and dates will require the consent of the hotel. Outside of the defined period, the hotel may use the facilities at its sole discretion. The event organizer must affect insurance for exhibited items that remain in the exhibition room / seminar room overnight. The hotel assumes no liability.

### 2.3 Food and Beverages

In general, food and beverages should be purchased from the hotel. If rooms are rented for sales purposes or for events that do not include food and beverage consumption, the hotel reserves the right to charge higher room rates. In exceptional situations and with the consent of the hotel, the event organizer may delegate the catering services to a third party. In those cases, the hotel may implement service or corkage fees.

### 2.4 Guest Rooms

Hotel rooms will be ready for check-in at 3 PM. The rooms must be checked-out no later than 12 PM on the day of departure. If the room is not vacated until 12 PM, the hotel may invoice late check-out fees. Any reserved rooms that are not occupied by at least 6 PM may be used by the hotel for other purposes, unless a late arrival time is expressly agreed upon or the reservation is guaranteed with a credit card. If the participant leaves the hotel before the agreed departure date, cancellation fees may apply.

## 3. Conditions of Payment

### 3.1 Prepayment

The hotel reserves the right to demand an advance payment deposit of the agreed service charges. For reservations made under a foreign billing address or originating from a foreign country, an advance payment deposit equal to 100% of the reserved service amount will be demanded. If the event organizer is late with paying the advance payment deposit, the hotel will be entitled to rescind the contract and charge any expenses incurred up to that point to the event organizer. In any case, cancellation fees will be due.

### 3.2 Direct Billing

The full invoiced amount will be due for payment (without any deductions) within 10 days after invoicing. If payment is late, the interest on the overdue amount (default interest) will be 5%. The hotel is entitled to demand a reasonable prepayment at the time a contract is signed. The hotel assumes that a comprehensive or total invoice will be delivered to the event organizer. If the event organizer would like a special form of settlement or a certain itemization of the invoice, he must request so prior to the event. The event organizer will remain responsible for any and all unpaid invoices. No invoices will be issued to foreign billing addresses.

## 4. Cancellation Policies

### 4.1 Change in Number of Participants

The event organizer agrees to communicate the final participant headcount and changes in such in written form to the hotel as early as possible.

### 4.2 Rescission of the Event Organizer

If the booked service is cancelled for reasons related to the event organizer, if the event organizer rescinds the contract or if the event organizer lowers the participant headcount from the original number originally booked, then the event organizer will be obligated to compensate the following costs regardless of the circumstances:

Groups with up to 10 participants	Groups with 10+ participants
30-21 working days before the event 25%	50-31 working days before the event 25%
20-11 working days before the event 50%	30-11 working days before the event 50%
10-0 working days before the event 100%	10-0 working days before the event 100%
Groups with 50+ participants	Groups with 100+ participants
70-51 working days before the event 25%	90-71 working days before the event 25%
50-26 working days before the event 50%	70-26 working days before the event 50%
25-0 working days before the event 100%	25-0 working days before the event 100%

(working days = Monday - Friday)

If no food and beverage or other services were yet agreed to with the event organizer, the event organizer will be required to pay the compensation, nevertheless. In this case a suppositional figure of CHF 150 per person will be calculated.

#### **5. Liability**

The hotel will be liable to the customer for any contractual or non-contractual damages caused by the former's intentional or grossly negligent acts or omissions. The customer bears the burden of proving fault. Liability is disclaimed for any damages that are caused by mere negligence or are based on strict liability (irrespective of fault).

The hotel disclaims any liability for theft or damage to property, clothing or materials brought onto the property by the event organizer, event speakers, event participants or third parties. The foregoing disclaimer also applies to any vehicles parked in the hotel parking lot.

The customer shall be liable to the hotel for any and all damages and losses that were caused by the customer, his assistants, guests or participants, without the hotel having to prove that the customer was at fault. In any case, the tenant shall be liable for all damage to or crude defilement of the rooms, furnishings and technical items.

If and to the extent that the hotel procures technical equipment or other services from third parties on behalf of the event organizer, then it does so under the mandate and for the account of the event organizer. The event organizer agrees to indemnify the hotel for all expenditures and uses that have been made to correctly execute the mandate, and agrees to release the hotel from any assumed liabilities.

The event organizer will be liable for ensuring that the technical equipment rented is handled with care and duly returned. The event organizer shall be responsible for insuring the organized event and the materials that are brought onto the property. The hotel may demand proof of such insurance.

#### **6. Media / Publications**

Newspapers, magazines and other advertising (such as radio, television, internet, etc.) that contain any references to organized events at the Hilton Garden Inn Zurich Limmattal will require prior written consent. Any item "ready for print" using images, logos and / or other advertising materials of the hotel must be delivered to the hotel for approval.

#### **7. Rescission by the Hotel**

If the hotel has legitimate cause for concluding that the organized event or the arrangement would jeopardize the seamless business operation, security or reputation of the hotel operation, or if the event organizer does not comply these General Terms and Conditions, then Hotel Hilton Garden Inn Zurich Limmattal will be entitled to rescind the reservation agreement without having to pay compensation at any time. In this case, the event organizer may not enforce any compensatory damage claims against the hotel.

#### **8. Governing Law and Judicial Forum**

The use of the facilities and hotel services must comply with national and local laws and regulations. All hospitality services (for example extending the opening hours of the hotel bar) must be confirmed and approved prior to the date of the event. Unless expressly agreed otherwise, the event organizer must obtain the necessary permits and approvals and pay for the corresponding costs (for example royalties for the use of music rights, obligatory social security contributions for artists and others).

All reservation agreements, including general provisions and any addendum agreements, as well as contracts concluded on their basis, are governed exclusively by Swiss law. Exclusive jurisdiction and venue for adjudicating any and all differences arising from these General Terms and Conditions shall lie with the competent courts of Spreitenbach.

Any modifications to these General Terms and Conditions must be in writing.

Spreitenbach, March 2019