

General terms and conditions

The general terms and conditions regulate the contractual relationship between the customer and the Hotel Boldern AG. We kindly ask you to read the following terms and conditions which are part of the contract. Thank you very much for your attention.

1. Reservations

A contract between the organizer and the Hotel Boldern AG is concluded when

- a. an offer from Hotel Boldern AG has been accepted in written form
- b. a request from the organizer has been reconfirmed by Hotel Boldern AG in written form

Any changes to the content of a contract are only binding once they have been confirmed in written form by Hotel Boldern AG.

1.1 Offers

When no other period has been prearranged the term of acceptance for offers from Hotel Boldern AG is 7 days. After this term of acceptance Hotel Boldern AG is no longer tied to the offer. Hotel Boldern AG reserves its right to step back from offers for important reasons.

1.2 Options

Options are binding for both parties during the arranged term of acceptance. After expiration of the term Hotel Boldern AG can dispose over any of the reserved services and dates if there is no signed order confirmation.

2. Changes to the number of participants

The organizer is obligated to communicate any changes to the number of participants as early as possible. Hotel Boldern AG is generally seeking to sell the excess reservations at the same conditions.

2.1 The official number of participants for seminars and events has to be disclosed to Hotel Boldern AG at least 14 days prior to the event. Additional changes to the number of participants of a maximum of +/- 10% that are communicated up to 3 days prior to the event will not be charged. A reduction of participants can influence the allocation of the rooms. If more participants take part in an event the actual number of participants will be charged.

2.2 When reducing the number of participants the following policies apply to booked hotel rooms.

Events up to 5 rooms

In case of a reduction of participants compared to the bindingly communicated number of participants the organizer will be charged with 100% of the arrangement at any given moment.

Events with 6 to 9 rooms

In case of a reduction of more than 1 room compared to the bindingly communicated number of participants, the organizer will be charged with 100% of the arrangement at any given moment.

Events with 10 rooms or more

In case of a reduction of more than 10% compared to the bindingly communicated number of participants, the organizer will be charged with 100% of the arrangement per participant at any given moment.

3. Cancellations

3.1 Cancellations of events have to be communicated in written form as early as possible. For cancellations of entire banquets, seminars or room reservations the following cancellation fees will be charged:

Cancellation of events and exclusive bookings for rooms:

Up to 60 days prior to the event no costs

59 to 30 days prior to the event: 25% of the entire arrangement

29 to 15 days prior to the event: 50% of the entire arrangement

14 to 7 days prior to the event: 75% of the entire arrangement

Less than 1 week prior to the event: 100 % of the entire arrangement

Entire arrangement = confirmed services x announced number of participants

We kindly ask you to submit the cancellation in written form. Relevant for the calculation is the instant of arrival of the cancellation.

The number of participants and the duration of the event mentioned in the final booking confirmation are the allocation base.

3.2 Cancellation policy for individual bookings

A booking is considered confirmed as soon as a credit card that can be charged accordingly is submitted or when a written confirmation has been issued.

4. Withdrawal by Hotel Boldern AG

4.1 Hotel Boldern AG can withdraw from the contract at any given moment without compensation if there is reason to believe that the event or the arrangement could harm the business activities, pose a threat to the safety or reputation of the hotel, in an event of higher power or when prepayment agreements (acc. to chpt.9.1) have not been met. Claims for damages can not be enforced in any case.

5. Occupation and duration of occupation of rooms and accommodations

5.1 The duration of a booking or reservation is defined in the offer as well as in the booking confirmation. Beyond those times Hotel Boldern AG is free to dispose over rooms and accommodations.

5.2 **Hotel rooms** are usually ready for occupation after 3pm on the day of arrival. On the day of check-out the rooms have to be cleared by 11am. In case of a check-out later than 11am the hotel can charge 50% of the room price additionally. In case of a check-out later than 6pm 100% of the room night will be charged additionally.

5.3 Additional charges for late-night events

Events that keep going after midnight require a special permit allowing for the prolonging of closing time. The permit will be charged with 150 CHF and has to be requested at least 2 weeks prior to the event. After 12am every started hour will be charged with 200 CHF late-night-charge additionally. The charge is irrespective of the number of participants.

5.5 **Exceeding work and expense of staff**, e.g. tidying, cleaning, rearrangements or waste management that is not covered by the confirmed arrangement will be charged additionally. In order to fix any decorations only easily detachable tape can be used. Screws or nails cannot be used.

5.6 **Time for preparations** that are additional to setting up and demounting installations for seminars or exhibitions are chargeable.

6. Supply

6.1 There are no storage options for exhibition ware or brought along technical supply. We kindly request you to bring your own supplies no earlier than 3 days prior to your event. Please pick up any of your supplies within 24 hours after your event. For any supplies delivered in advance the organizer needs the approval of Hotel Boldern AG.

6.2 **Exhibits**, that are left in an exhibition or seminar room overnight have to be insured by the organizer. Hotel Boldern AG assumes no liability.

7. Rents

7.1 **For Banquets** usually no rents will be charged. However, a minimum consumption will be defined.

7.2 When **rooms are rented for sales purposes** or for a stay without any F&B consumption the minimum consumption will be charged in form of a rent.

8. Own food and beverages

Bringing along food and beverages is generally not allowed. Any exceptions require a written agreement with Hotel Boldern AG.

9. Payment terms

Invoices sent by Hotel Boldern AG are to be paid within 30 days.

9.1 **Hotel Boldern AG** reserves the right to request a form of prepayment of 50% for individual bookings or 75% for banquets and seminars or a different individually agreed amount. For reservations with an foreign billing address or reservations from foreign countries a prepayment of 100% of the booked arrangement is required. If the organizer delays the payment Hotel Boldern AG can withdraw from the contract according to chapter 4.1.

In case of cancellation the prepayment will be deducted from the cancellation fees.

10. Individual and group reservation

10.1 **Check-in** is as of 3pm. The hotel is opened from Monday to Friday until 11pm. Ask for our entrance code in case of a later arrival. Check-out until 11am.

10.2 **The City Tax** is charged by Zurich Tourism and costs CHF 2.50 per person/night.

10.3 **The Non Refundable Rate** requires a full prepayment by credit card during the booking procedure. In case of any changes or cancellation there is NO right to any refunds.

10.4 **The several areas** within the hotel are very popular for several events and parties. Especially on weekends just married couples spend their most important day with their beloved ones enjoying food, music and dance. We kindly ask our hotel guests to consider this information and thank them for their understanding.

10.5 **For group reservations** a name list, according category allocation and billing address will be needed at least two weeks prior to the arrival. This way we can provide an easy check-in.

10.6 **In case of cancellation of an individual booking of up to 5 rooms** within one to three days prior to arrival the booked rooms can be charged fully. A booking is considered confirmed when a guarantee in form of a credit card covering the expected amount has been delivered or when there is a written confirmation.

10.7 Cancellations of group reservations of 6 rooms or more

Up to 60 days prior to arrival no costs

59 to 30 days prior to the event: 25% of the entire arrangement

29 to 15 days prior to the event: 50% of the entire arrangement

14 to 7 days prior to the event: 75% of the entire arrangement

Less than 1 week prior to the event: 100 % of the entire arrangement

Entire arrangement = confirmed services x announced number of participants

We kindly ask you to submit the cancellation in written form. Relevant for the calculation is the instant of arrival of the cancellation.

The number of participants and the duration of the event mentioned in the final booking confirmation are the allocation base.

11. Liability

11.1 **Hotel Boldern AG** is liable in case of damages within and above the contract if they were caused on purpose or grossly negligent. The customer is obliged to prove the cause. There is no liability by Hotel Boldern AG for slightly negligent damages or damages without a certain cause

11.2 **For goods, clothes and materials brought along**, by the customer, the referent, the organizer, participants or third parties Hotel Boldern AG refuses any liability in case of robbery or damaging. Cars parked on the hotels premises are considered the same way.

11.3 **The customer** is for all damages and losses he or his helpers, guests and participants cause. The cause does not have to be proven by Hotel Boldern AG.

11.4 **Services by third parties** are organized by the hotel in the name of the billable customer. The ordering customer is liable for the maintenance and proper return and frees Hotel Boldern AG of any pretension.

11.5 **Appropriate Insurance Coverage** for the event and goods brought along has to be provided by the organizer. Hotel Boldern AG is able to ask for proof of insurance coverage.

11.6 Any damages and gross staining of rooms, premises, technic and furniture fall within the renters liability.

11.7 **No additional decorations** can be used without the clear permission of the hotel. The organizer is responsible for all decorations and their safety within the perimeters of the local fire police. The hotel can ask for proof. The liability towards the local fire police is covered by the organizer or renter.

12. Media / Publications

12.1 **Announcements in media** (e.g. Newspapers, radio, tv, internet) referring to the event at Hotel Boldern require a written approval of Hotel Boldern AG in advance to publication.

12.2 **Every Organizer of an event** (except for family parties and weddings) that have music entertainment is obliged to report to SUISA (SUISA represents the authors' rights of music creators and publishers in Switzerland). The hotel is not liable for a lack of report by the event organizer.

13. Additions

13.1 Dogs are allowed in outer premises, the public areas of the hotel and the restaurant. They have to be on a leash and be no disturbance to the business or other guest. Upon advance notice dogs are allowed in some of the hotel rooms.

14. Place of jurisdiction

For any reservation contracts including the terms and conditions and possible additional agreements only Swiss Law can be applied. Only place of jurisdiction for any differences resulting from the terms and conditions is Männedorf / Zürich.

15. Final clauses

15.1 Hotel Boldern AG reserves the right to price changes at any given moment.

15.2 The provided prices are in Swiss Francs including the VAT. Changes in the VAT that are decided after contract closing have to be absorbed by the customer or organizer. The hotel reserves the right to change the prices. For written confirmations the provided prices are decisive. Additionally Hotel Boldern AG is permitted to adjust prices for relevant reasons originating after closing the contract (e.g. energy costs, general price rising, transport costs etc.)

The rise of the prices has to be justified by the rise of cost building factors und have to be announced to the customer within a reasonable period. If fixed prices have been agreed upon this is only valid if the changes of costs happened after contract closing and were unpredictable.

15.3 Changes to the terms and conditions have to be submitted in written form

Männedorf, November 2022