

General Terms & Conditions

The general terms and conditions regulate the contractual relationship between the customer and Hotel Boldern. Please read the following terms of business carefully as they are part of the contract.

1. Reservations

A contract between the organizer and Hotel Boldern is established if

- a. a quotation from Hotel Boldern has been confirmed in writing by the organizer or the organizing party
- b. a request/enquiry by the organizer was confirmed back in writing by Hotel Boldern

Possible changes to the content of the contract are binding only after they have been confirmed in writing by Hotel Boldern.

1.1 Quotation

The term of acceptance for a quotation of Hotel Boldern is set at 14 days, unless otherwise agreed upon. After this deadline Hotel Boldern is no longer bound by the quotation. Hotel Boldern reserves the right to withdraw its quotation on the grounds of important reasons.

1.2 Dates of options

Dates of options are, for the duration of the agreed upon term of acceptance, binding for both parties. After expiration of this period Hotel Boldern reserves the right to release the reserved dates and rooms/services, as long as no written and mutually signed confirmation exists.

2. Changes to the number of participants

The organizer is obliged to inform Hotel Boldern of any possible changes in regards to the number of participants as early as possible. Hotel Boldern generally tries to sell non materialized bookings to other parties at the same conditions whenever possible.

2.1 The final number of participants of seminars, meetings and events is to be confirmed to Hotel Boldern no later than 14 days prior to the event/function. Further reductions to the number of participants of maximum 10% (of the total agreed upon number) up to 3 working days prior the event will not be charged. The reduction in number of participants may result in the allocation of a different function room than originally agreed upon. In the event that more participants than informed will attend the function/event, the actual number of participants will be charged.

2.2 For reductions in the number of participants following conditions on booked hotel rooms apply:

Parties up to 5 rooms

For reductions in the number of participants from the registered number of participants, 100% of the charges for the non-shown up participants will be charged to the organizer.

Parties 6 to 9 rooms

For reductions in the number of participants of more than 1 room from the registered number of participants, 100% of the charges for the non-shown up participants will be charged to the organizer.

Parties of 10 rooms and above

For reductions in the number of participants of more than 10% of the total registered participants, 100% of the charges for the non-shown up participants will be charged to the organizer.

3. Rescission by the organizer

3.1 Cancellations of events need to be informed to Hotel Boldern in writing as early as possible.

Cancellations of entire events such as banquets, seminars and room reservations following cancellation fees apply:

Cancellations of events and exclusive bookings of facilities

120 to 61 days prior to the event: 25% of the total amount

60 to 31 days prior to the event: 50% of the total amount

30 to 15 days prior to the event: 75% of the total amount

as of 14 days prior to the event: 100% of the total amount

The incoming date of the cancellation to Hotel Boldern applies in order to calculate the number of days.

3.2 Cancellation terms of room reservations for FITs (free independent traveller)

A room reservation is confirmed if a credit card guarantee or a written acceptance of the quotation exists.

4. Rescission by the hotel

4.1 In the event that Hotel Boldern has reasonable doubts that the event or the arrangement jeopardizes the hotel's security or reputation, in an incident of force majeure or the agreed upon deposit requirements under 9.1 were not met by the organizer, Hotel Boldern reserves the right to cancel the entire event without compensation. Claim for damages by the organizer cannot be asserted.

5. Usage time of rooms/meeting space

5.1 The usage time of rooms/meeting space for the organizer is clearly stated in the quotation as well as in the booking confirmation. Outside these times Hotel Boldern reserves the right to dispose of these rooms for other purposes.

5.2 **Hotel Rooms** are generally available as of 2 pm on the day of arrival. On the day of departure the hotel rooms are available until 12 noon. If the hotel rooms are not vacated after the check-out time (12 noon) the hotel reserves the right to charge 50% of the room rate. Check-out times beyond 6 pm are subject to 100% of the room rate.

5.3 Surcharge for night events

For events lasting beyond midnight, a night surcharge of CHF 200.00 per hour (counted in full hours) is applicable regardless of the number of guests staying past midnight.

5.5 **Additional workload caused by abnormal cause**, such as cleaning up (beyond the usual), rearranging the room set up (compared to the agreement), disposal of excessive garbage, deep-cleaning, which were not agreed upon in the original confirmation, will be charged according to the costs involved. Attaching of decorative items may only be allowed with easily removable adhesive strips. The usage of nails and/or screws is prohibited.

5.6 **Preparatory time** which is required for the installation and/or dismantling of seminars and/or exhibitions is considered as part of the rented time of the space (chargeable).

6. Delivery

6.1 For exposition material or technical equipment that is arranged by the organizer the hotel does normally not provide any storage space. We kindly ask you to have your equipment delivered earliest 3 days before the event and to have it picked up latest 24 hours after the end of the event. For equipment being delivered before that a written approval from Hotel Boldern is required.

6.2 **Exposition items** that are left in the seminar facilities overnight are to be insured by the organizer. The hotel management refuses any liability.

7. Room rental fees

7.1 **For banquets** no room rental fee is generally applicable, however a minimum consumption applies.

7.2 **Events** that are used for sales purpose or that do not involve any hotel's food and beverage consumption the hotel reserves the right to charge the minimum consumption as a room rental fee.

8. Bringing along of food & beverage items

Brought in food and beverage items are generally not permitted. Exceptions to this rule require a written approval by Hotel Boldern.

9. Payment conditions

Invoices from Hotel Boldern are to be settled within 30 days after being issued.

9.1 **Hotel Boldern** reserves the right to charge a 50% down-payment for individual bookings or a 75% down-payment on banquets and/or seminars. For bookings involving foreign billing addresses or for bookings from abroad a 100% advanced payment is applicable. In the event that the organizer is not able to fulfil the agreed prepayment, Hotel Boldern reserves the right to withdraw from the agreement (according to point 4.1).

For cancellations of events the prepayment will be credited to the total cancellation fee.

10. Liability

10.1 **Hotel Boldern** is liable towards the client with intentional or gross negligent contractual or non-contractual damage. The duty to obtain proof of such gross negligence lies with the client. Hotel Boldern is not liable for damages caused by light negligence by the hotel.

10.2 Hotel Boldern is not liable for theft and/or damage caused to the **property/belongings of clients**, organizers, referees, seminar participants and/or third parties. Such property may include clothes, other belongings as well as vehicles parked on the hotel grounds.

10.3 The **client is liable for damages and loss of hotel property** caused by the client, the client's guests, seminar participants and/or assistants. Hotel Boldern is not required to prove the fault of the client.



10.4 For instructions by the client to the hotel involving third parties, Hotel Boldern deals as the intermediary in the name of the client. The client is liable for the maintenance/care as well as its proper return and discharges Hotel Boldern of any claims.

10.5 **Insurance** for events as well as material belonging to the client is the duty of the client. Hotel Boldern may request such an insurance verification.

10.6 For all damages or for unusual soiling of the hotel's rooms, furniture and technical equipment, the client is fully liable.

10.7 Without written approval by the hotel, **no additional decoration material** is to be used. The organizer is responsible that the material used by the client follows fire retardant standards (approved by the fire police). The hotel may request proof of such standard. Liability towards the fire police lies with the organizer.

11. Media / Publication

11.1 **Media coverage** by the organizer (such as newspaper, radio, TV, internet) with reference to an event at Hotel Boldern require prior written approval by Hotel Boldern.

11.2 The organizer of all events (except family parties and weddings) involving **musical entertainment**, is requested to report the details to the "Cooperative Society of Music Authors and Publishers in Switzerland", SUISA ("Schweizerische Gesellschaft für die Rechte der Urheber musikalischer Werke"). The hotel denies any liability with regards to the failing of this notification requirement by the organizer.

12. Various

12.1 **Dogs** are allowed in public space of the hotel, the exterior as well as the restaurant provided they are on a leash and do not cause any disturbance to other guests. With advanced information dogs may be allowed in hotel rooms.

13. Applicable law / Jurisdiction

For all agreements in regards to bookings including general terms and conditions as well as possible additional agreements and contracts Swiss law shall apply exclusively. The courts at the registered office of Hotel Boldern Männedorf (Zürich) have sole jurisdiction over any disputes over the general terms and conditions.

14. Final Clause

14.1 **Changes to the selling prices** and rates are subject to change without notice.

14.2 All stated selling prices and rates are in Swiss Francs (CHF) and are inclusive of the applicable VAT. Possible increases to the VAT after a contract was made shall be borne by the organizer.

14.3 **Changes** to these terms and conditions require written approval.