

## GENERAL CONDITIONS

General Conditions ('GC') for the lease of rooms, apartments, areas, seminar and conference rooms and various locations ('Rooms/Areas') at **Kurhaus Cademario Hotel & Spa, Cademario / Villa Sassa Hotel, Residence & Spa, Lugano / Esplanade Hotel Resort & Spa, Locarno-Minusio / Villa Principe Leopoldo, Lugano / Park Hotel Principe, Lugano-Collina d'Oro / E-rooms Minusio, Locarno-Minusio** (the 'Hotel') for overnight stays and/or the organization of conferences, banquets, catering, exhibitions and various events as well as for the additional services supplied by the Hotel (the 'Event').

### **I. Contracting parties and regulations**

1. Bids/offers by the Hotel shall at all times be deemed non-binding. The contract shall be deemed to have been entered into upon acceptance of the bid/offer by the Hotel.
2. The contract shall be between the Hotel and the client.
3. The lease and sub-lease of the Rooms/Areas to third parties and the use of the Rooms/Areas for purposes other than those agreed upon herein are prohibited save where written consent has been provided by the Hotel in advance.

### **II. Fees and payment**

1. The fee payable by the client for the Event shall be set out in the contract or in the acceptance of the bid/offer.
2. The Hotel shall be entitled to require, at any time, payment of an adequate sum by way of deposit and/or the details of a valid credit card (e.g. Visa or Master/Eurocard) as security. Save where agreed to the contrary in writing, deposits shall be as follows:
  - 25% of the fee upon entering into the contract (or upon acceptance of the bid/offer);
  - 50% of the fee within thirty days prior to the day of the Event.
3. Any claim regarding invoicing shall be notified immediately to the Hotel.

### **III. Events and Areas**

1. The client shall provide the Hotel with the final number of attendees six working days prior to the date of the Event at the very latest.
2. The Hotel shall recognise a reduction in the number of attendees of up to a maximum of 5% of the number provided when the contract is entered into. In the event of variations in excess of that figure, the number of attendees shall be taken as being that notified originally, less 5%.
3. Where the number of attendees exceeds that notified, the fee charged shall be on the basis of the actual number of attendees.
4. Where the number of attendees exceeds 10%, the Hotel shall be entitled to recalculate the fee agreed and to substitute the Areas confirmed with others, unless this is not acceptable to the client.
5. Where events continue beyond 01:00 (and no later than 03:00), the Hotel shall, from 01:00 onwards, be entitled to charge for each individual service.
6. The client shall not provide food and/or beverages for the Event itself.

7. The client shall be liable to pay for any additional food/beverages ordered by those attending the Event.
8. Where, given its content or nature, the Event may attract public interest or may prejudice or compromise the Hotel's interests, the client shall notify the Hotel of this, even if the Hotel has not in fact been asked to be notified.
9. It is essential that newspaper adverts or published material, in particular invitations to initial interviews, events of a political or religious nature or trade fairs that feature the Hotel, be approved in writing in advance by the Hotel.
10. The name of the Hotel and the Hotel logo shall not be used without the consent of the Hotel.

#### **IV. Rooms and Services**

1. The client shall to no extent be entitled to demand a specific room to be made available.
2. Save where agreed otherwise, the Rooms shall remain available to the client as from 15:00 on the agreed day of arrival. The client shall to no extent be entitled to demand the room booked to be made available earlier.
3. Save where agreed otherwise, the Rooms shall be vacated and delivered up to the Hotel by 11:00 at the latest on the agreed day of departure. After that time, the Hotel shall be entitled to charge 50% of the fee; where the Rooms are vacated/delivered up after 18:00, the charge shall be 100% of the fee.

#### **V. Technical equipment and connections to utilities**

1. Where, upon appointment by and at the request of the client, the Hotel provides technical or other equipment or requests the supply of services by third parties, it shall in any event act for and on behalf of the client. The client shall be liable for the safe custody and proper return of the equipment provided. The client shall not be entitled to impute any liability on the part of the Hotel regarding third party rights arising out of the provision of the aforementioned equipment.
2. Where technical installations are set up and technical systems are installed, the Hotel shall be entitled to require the client to have the same tested by authorized specialist technicians, and to present the relevant test certificate without being requested to do so.
3. Consent in writing by the Hotel is required in order for the client to be able to use its own electrical equipment and to connect up to the Hotel's power supply. In such circumstances, the Hotel shall be entitled to charge a one-off sum for the use of its power supply. The client shall be liable for any interference with or damage to the Hotel's systems as a result of the use, by the client, of its own equipment and devices, save where the Hotel itself is liable for such interference or damage.
4. Where the Hotel has provided its consent, the Client shall be entitled to use its own telephone and fax equipment as well as data transmission systems. The Hotel shall be entitled to require payment of a sum in exchange for the use of its connections.
5. Where, as a result of the client's technical devices being connected up and used, the Hotel's devices of a similar nature cannot be used, the Hotel shall be entitled to charge an adequate sum by way of compensation.

## **VI. Materials used for fitting-out and other items introduced by the client**

1. The materials introduced by the client and used for fitting-out shall comply with fire prevention legislation. The Hotel shall be entitled to require presentation of the relative fire prevention safety certificate issued by the relevant authority.
2. In order to prevent possible damage, structures or items shall not be assembled in such a way that they are stuck to or fixed to the walls.
3. Exhibition items together with any other items are to be removed promptly upon the conclusion of the Event. In the event of a failure to comply with the provisions of the previous point, the Hotel shall be entitled to have the items in question removed and placed in storage and to charge the relevant costs to the client. The rules set out above shall also apply to items leased from third parties and then introduced into the Hotel Areas.

## **VII. Withdrawal by the client**

1. For as long as there is a deadline in place for withdrawal from the contract without charge and which has been agreed upon by the Hotel and the client, the client shall, up until that point in time, be entitled to withdraw from the contract without incurring any liability for any sum or in damages. The client's right to withdraw shall expire where not exercised in writing by the agreed deadline.
2. The Hotel shall be entitled to charge:
  - 50% of the agreed fee, in the event of withdrawal up to thirty days prior to the date of the Event;
  - 70% of the agreed fee, in the event of withdrawal up to ten days prior to the date of the Event;
  - 100% of the agreed fee, in the event of withdrawal in the period between the ninth day prior to the event and the day of the Event.
3. Any costs of cancellation/withdrawal for technical equipment ordered for the purposes of putting on the Event shall be reimbursed by the client to the extent that, at the time of cancellation/withdrawal, an outlay has already been incurred for the supply of the same that cannot be covered by putting the said equipment to a different use.

## **VIII. Withdrawal by the Hotel**

1. Where a payment in advance is agreed upon or required and is not in fact made, including where a reasonable deadline has been set and has not been complied with, the Hotel shall be entitled to withdraw from the contract.
2. The Hotel shall be entitled to withdraw from the contract without incurring any liability in damages: (i) in the case of force majeure and any other reason that is beyond the control of the Hotel and which makes it impossible to fulfill the contract; (ii) where a request is made for hospitality services or events the basic elements of which, such as the identity of the client (and its guests/attendees) or the purpose of the Event, are misrepresented; (iii) where a reasonable suspicion arises that the Event may publicly compromise the Hotel's reputation, with the reasons for this being beyond the control of the Hotel or beyond the scope of its powers of organization; (iv) in the event of a failure to comply with point I 3.

**IX. Liability on the part of the client**

1. The client shall be liable for damage to the structure of the Hotel and/or to its furnishings caused by the client and/or its guests/attendees, visitors, staff and third parties involved in the Event. The client shall take out its own adequate insurance cover. The Hotel shall be entitled to require the presentation of documents demonstrating that such insurance cover is in place.
2. Save in the event of clear negligence or wilfull conduct on the part of the Hotel, the Hotel shall to no extent be liable for accidents that take place during the Event.

**X. Liability on the part of the Hotel**

No liability on any grounds shall be attributed to the Hotel, save in the case of wilfull misconduct or gross negligence on the part of the same and save in the case of a failure to comply with essential obligations that are the subject of this contract.

**XI. Final provisions**

1. In the absence of any other agreement in writing between the Hotel and the Client, the GC shall apply.
2. Any amendments to the contract and/or to the GC shall be in writing and shall take effect only where confirmed by the Hotel in writing.
3. The place of performance and payment shall be the Hotel premises.
4. Where separate provisions of the GC lose their effect or are or become null and void, this shall not prejudice the extent to which the remaining provisions take effect.
5. The contract and the GC shall be governed by Swiss law. The Court of Lugano shall have jurisdiction over any dispute regarding the interpretation or the performance of the contract and/or the GC.