

## General Terms and Conditions for Guest Accommodation

(hereafter "GTC")

### I. Scope

These GTC apply to the temporary, fee-based provision of hotel rooms for accommodation and to all related services, including advance performances carried out on behalf of the hotel guest.

Any terms and conditions of the guest shall not apply, unless agreed in writing by the parties in advance.

Both consumers and businesses operating commercially can be a guest within the meaning of these GTC.

### II. Contracting parties, conclusion of contract

The contracting parties are Neue Hotel Atlantis AG, represented by Giardino Group AG (hereafter "the hotel"), and the ordering party / customer (hereafter "the guest").

If a third party has acted on behalf of the guest, the guest shall be jointly and severally liable towards the hotel together with the third party for all liabilities arising out of or in relation to the stay in the hotel.

The contract comes into being when the hotel accepts the guest's booking request. If the hotel provides the guest with a binding quote, the contract comes into being when the guest accepts the hotel's quote. In both cases, the hotel is free to confirm the booking in writing, but this is not a requirement for the contract to be effective.

### III. Services, prices, payments, offsetting

The hotel is obliged to make the rooms booked by the guest available and to perform the services agreed with the guest.

The guest may only use the booked rooms as accommodation for the agreed period of time.

Use of the booked rooms by guests other than those listed in the original booking, even if in addition to the original guests, and the provision of services to recipients other than those listed in the booking, requires the prior written agreement of the hotel, which may be refused without providing any grounds. Any such refusal does not release the guest from their payment obligations towards the hotel.

The guest is obliged to pay the hotel the current or agreed fee for the rooms booked and the other services used by them. This also applies to services provided and costs paid to third parties at the guest's request.

Alongside a buffet breakfast in the restaurant, the room/suite prices and accommodation include room service and/or the services listed by the hotel along with the booking (use of dipiù SPA by GIARDINO, etc.), plus VAT at the rate applying at the time.

All prices are usually quoted in Swiss francs (CHF). Invoices are always issued in CHF only.

If the period between the booking and the performance of the contractual services exceeds 12 months, the hotel shall be entitled, unilaterally and without prior announcement, to bill the guest its current prices. These may not, however, exceed the prices quoted to the guest by more than 10%.

The hotel may also change its prices if the guest changes the number and/or type of rooms booked, the services being used or the length of stay of the guests, and the hotel agrees to this in writing.

Invoices from the hotel without a due date are deemed to be due and are payable without any deductions within 30 calendar days of the invoice date. The hotel is also entitled to demand immediate payment.

The hotel shall be entitled at any time to request a deposit of up to 100% of the agreed fee inclusive of VAT. This deposit can be paid by bank transfer or credit card. The deposit will be credited in full against the invoice. No interest is paid.

The deposit is due at the latest, without the need for a reminder, with the last booking confirmation issued in writing, unless otherwise agreed. Any bank charges are payable by the customer.

If the deposit paid by the guest exceeds the final invoice amount, the difference will – if technically possible – be refunded to the account from which the deposit was paid. Under no circumstances will the hotel make a cash payment exceeding CHF 1,000 or refund the difference to an account other than the one used for the deposit.

The guest shall be in arrears with their payment obligation at the latest if the invoice amount is not paid, or payment has not been irrevocably instructed, on departure. If payment is in arrears, the hotel shall be entitled to charge interest at the current statutory rate of 5%.

In addition, the hotel reserves the right to show that it has suffered a greater loss.

The guest does not have the right to object to the amounts owed to Neue Hotel Atlantis AG or Giardino Group AG being offset.

#### **IV. Provision, handover and return of rooms**

The guest has no entitlement to the provision of a particular room or rooms, unless this has been agreed in writing in advance.

The rooms are available to the guest at the earliest from 3 pm on the agreed arrival date. The guest has no entitlement to the room being ready earlier.

On the agreed departure date, the room must be cleared and made available to the hotel by no later than 12 noon.

Early check-in or late checkout can be agreed with the hotel in writing in advance. The hotel shall be entitled to charge a supplement. Any such agreement does not give rise to a contractual claim on the part of the guest.

In the event of overbooking, the hotel shall make every reasonable effort to secure a suitable alternative in the Zurich region.

#### **V. Cancellation by the guest / no show**

The hotel grants the guest a contractual right of cancellation in accordance with the following provisions:

If the guest has chosen a non-changeable and non-refundable booking option and has accepted at the time of booking that the full price of the stay will be deducted from their deposit and/or payment security, this amount is forfeited to the hotel without any compensation.

Otherwise the following cancellation provisions apply to individual bookings:

Until 3 pm on the day before arrival, no charge. Thereafter the room price for one night booked by the guest will be charged to the credit card notified to the hotel by the guest or deducted from the deposit or other payment security provided.

For group bookings with a room list (from 10 rooms per night), the following cancellation deadlines and refunds apply:

Up to 90 days before arrival	No charge
89 to 60 days before arrival	25% of the total fee
59 to 30 days before arrival	50% of the total fee
29 to 10 days before arrival	75% of the total fee
9 to 4 days before arrival	90% of the total fee
Up to 3 days before arrival	100% of the total fee

For group bookings on a call-in allotment basis, the rooms can be returned as follows:

##### **– Up to 20 rooms per night**

All rooms that have not been called in by 30 days before arrival automatically revert to free sale.

##### **– From 21 rooms per night**

Until 60 days before arrival – 50% of the allotted rooms that have not been called in revert to free sale. All rooms that have not been called in by 30 days before arrival automatically revert to free sale.

The cancellation deadlines for group bookings set out above apply to rooms that have been called in.

The above refund provisions apply analogously if the guest does not make use of the rooms or services that have been booked (no show).

If the hotel has granted the guest a contractual option in writing to withdraw from the contract within a certain period without any further consequences, the hotel is not entitled to compensation. The date on which the cancellation is received by the hotel is decisive for determining whether the cancellation has been made on time. The guest must cancel in writing.

Cancellations for treatments booked in the dipiù SPA must be notified a minimum of 24 hours before the appointment. If a cancellation is received less than 24 hours before the booked appointment, the treatment costs will be charged in full.

## VI. Withdrawal by the hotel

If a deposit or other payment security agreed or requested in accordance with section III above has not been paid even after the hotel has set a reasonable short grace period, the hotel shall be entitled to withdraw from the contract with immediate effect.

The hotel shall also be entitled to withdraw from the contract with immediate effect if it is unreasonable, or no longer reasonable, for the hotel to enter into, continue or perform the contract in full, especially in the following circumstances:

- force majeure / other circumstances outside the hotel's control make it impossible or unreasonable to fulfil the contract,
- false or misleading information of a material nature was provided when booking guest rooms and/or function rooms (e.g. relating to the identity of the guest or the purpose of the booking),
- the hotel has reasonable grounds for believing that use of the hotel could jeopardise the smooth running or safety of the hotel or the reputation of the other guests and/or the hotel, for reasons that lie outside the hotel's organisation and management.

In the above cases, the hotel is entitled to withdraw from the contract with immediate effect and the guest shall not be entitled to compensation. Any deposits or payment security provided by the guest may be retained by the hotel in accordance with the provisions of section V above.

## VII. Liability of the hotel

The hotel shall only be liable towards the guest for damages on account of malicious action or gross negligence as a result of failure by the hotel to perform its contractual obligations, or if they are performed in a materially inadequate manner. In all cases, compensation is limited to a maximum of the fee for the stay booked by the guest or actually paid on leaving the hotel (excluding VAT and cash drawings).

If there are problems with or disruptions to the hotel's services, the hotel will attempt to remedy them as soon as it becomes aware of them or upon being reprimanded promptly by the guest. The guest shall be obliged to make all reasonable efforts to assist in removing the disruption and/or minimising any potential damage as far as possible and must notify the hotel immediately of any damage or disruption.

In the event of loss or damage to items brought into the hotel, the hotel is also liable only in cases of malice and gross negligence. If the hotel is liable by law for third parties, its liability extends only to gross negligence by this third party. Liability on the part of the hotel is excluded if a third party has caused the damage deliberately.

The hotel's liability is explicitly limited, including for indirect damages suffered by third parties, to the coverage amounts of the hotel's liability insurance. Liability on the part of the hotel in excess of this amount is explicitly excluded. The hotel will only accept liability for valuables and cash if these are kept in the room safe or have been handed in at reception and receipted, up to a maximum amount of CHF 5,000 per loss event. The hotel is not liable for losses resulting from force majeure.

Liability claims lapse without compensation if the guest does not notify the hotel promptly in writing after becoming aware of an instance of loss, damage or destruction.

The hotel is not liable for theft of or damage to vehicles and their contents belonging to guests parked in the hotel grounds, provided it has not acted maliciously or with gross negligence.

Messages, mail and consignments of goods for the guest will be treated with care. The hotel will take charge of delivering and storing them and, on request, will forward them for a fee. Claims for damage not caused by gross negligence or malicious action, as well as indirect damages suffered by third parties, are excluded.

## VIII. Closing provisions, place of jurisdiction, applicable law and address for service

Unilateral amendments or additions to these GTC by the guest are null and void, even if in writing.

The place of performance and payment is Zurich.

Should individual provisions of these GTC be ineffective or void with respect to the temporary, fee-based provision of hotel rooms for accommodation, this shall not affect the validity of the other provisions. In such cases, the parties undertake to promptly replace the invalid provision with an admissible valid provision, the content of which comes closest in financial terms to the original intention.

The contractual relationship between the guest and Neue Hotel Atlantis AG is subject exclusively to Swiss substantive law, under the exclusion of all provisions of the IPRG and any applicable bilateral and multilateral international agreements.

The sole place of jurisdiction for all claims arising from or in connection with the contract between the parties mentioned at the outset is Zurich. The contractually agreed place of jurisdiction shall also apply to any pre-trial interlocutory measures.

Guests resident abroad, or guests without a fixed address, or whose place of residence is unknown, hereby declare that they wish to make themselves subject to enforcement in Switzerland within the meaning of Art. 50 (2) of the Swiss Debt Collection and Bankruptcy Act (Bundesgesetz über Schuldbetreibung und Konkurs) and choose Neue Hotel Atlantis AG and Giardino Group AG as their special domicile for the performance of all obligations arising from or in connection with the present contract.

Guests resident abroad and guests without a fixed address or whose place of residence is unknown agree that any court and/or enforcement documents from the Zurich court or legal authorities, including rulings and court orders, may be delivered to the hotel address with binding effect.

Zurich, 24 August 2015