

Tristar Suisse AG General Terms and Conditions for Events

I. Scope

1. These General Terms and Conditions apply to contracts for the temporary use of conference, banquet and event rooms at hotels operated by tristar Suisse AG for the purpose of holding events of any kind, as well as to all other related services (including supplies of goods and services) provided by the Hotel. For any associated hotel room bookings, the tristar Suisse AG General Terms and Conditions concerning the provision of hotel rooms for accommodation shall apply on a secondary basis.
2. Any general terms and conditions of the Customer shall only apply if this has been expressly agreed in writing in advance.

II. Contract conclusion, contractual partner, conduct/use

1. A contract is concluded upon signature by both parties.
2. If a third party makes a booking on behalf of the Customer, and/or if a commercial intermediary or organiser is commissioned by the Customer, the relevant party is liable to the Hotel together with the Customer as a joint debtor for all obligations arising from the contract. The commissioning party is obliged to forward all information relevant to the booking, in particular the respective contract and these general terms and conditions, to the Customer. In addition, the commissioning party must provide the Hotel with the name and address of the Customer.
3. The subletting or reletting of the rooms, areas or showcases provided, as well as the invitation to and the conduct of job interviews, sales events or any other similar functions, requires the prior consent of the Hotel in writing.
4. Without being requested to do so, the Customer is obliged to inform the Hotel if the use of provided services is likely to jeopardise the smooth operation of its business, the safety or the reputation of the Hotel in public in light of the political, religious or other character of such use, no later than upon conclusion of the contract. In addition, the Customer is obliged to inform the Hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred. Awareness by the Hotel of the risk of jeopardising or potential for damage does not constitute approval of such conduct and the Customer shall be liable to the Hotel for any damages in connection therewith.
5. Rooms that have been provided to the Customer may only be used for the agreed purpose and must be used with the greatest degree of care and consideration.

III. Services, prices, payment, invoicing

1. The Customer is obliged to pay the applicable or agreed prices for agreed services and any services used in addition thereto. This also applies to any services provided and expenses made by the Hotel as initiated by the Customer for third parties.

2. Agreed prices are inclusive of taxes and other duties applicable at the time at which the contract is concluded. Prices will be adjusted accordingly if statutory taxes are changed or if other duties relating to the services are newly introduced, changed or rescinded after the contract is concluded. In cases of contracts with consumers, this will only apply should the period between the conclusion of the Contract and its fulfilment exceed four months.
3. Hotel invoices without a payment date are payable in full within ten calendar days of receipt. The Hotel is entitled to make accrued claims due at any time as well as to demand immediate payment. In the event of default of payment, the Hotel is entitled to demand the respectively applicable statutory default interest in the amount of currently 5% per annum. In the event of default of payment, the Hotel can charge a fee of EUR 5.00 per dunning notice. The Hotel reserves the right to prove and assert a higher claim for damages.
4. The Customer may only set off an undisputed or legally binding claim against a claim of the Hotel.
5. The Hotel is entitled to demand a reasonable advance payment or security deposit at any time. The Hotel is at liberty to reserve the right to agree on the amount of the advance payment and payment dates, as well as the type and amount of the security deposit, and the date of performance in writing.
6. If, after signing the contract, the Hotel becomes aware of circumstances which, in the opinion of the Hotel, cast doubt on the creditworthiness of the Customer, the Hotel is entitled to withdraw from the contract without liability to pay damages to the Customer, or may provide or render agreed services only against advance payment or provision of a security deposit.

IV. Cancellation by the Customer

1. The Customer may only cancel the contract concluded with the Hotel without charge if such right of cancellation was explicitly agreed upon in the contract, if another statutory right of free cancellation exists or if the Hotel gives its explicit consent to such cancellation. Any agreement to a right of cancellation, as well as consent to any such cancellation of the contract, must be made in writing.
2. If a cut-off date for cancellation of the contract at no cost is agreed between the Hotel and Customer in writing, the Customer may cancel the contract up until that date without triggering payment or damage compensation claims by the Hotel. The Customer's right to cancel free of charge lapses if they do not exercise their cancellation right vis-à-vis the Hotel in writing by the agreed date.
3. If a free cancellation right has not been agreed or has already expired, there is no statutory right of withdrawal or termination and, if the Hotel does not agree to cancel the contract, the Hotel will have a claim to the agreed remuneration despite the fact that the service was not used. The Hotel must credit the income from renting the rooms to other parties as well as for saved expenses. The Customer is at liberty to prove that the claim was not incurred at all or that it is lower than the amount claimed. The Hotel is at liberty to prove that it has incurred higher damages.
4. These provisions are applicable accordingly if an event is ended prematurely.

V. Cancellation by the Hotel

1. If the Hotel has agreed in writing to grant the Customer the right to cancel the contract free of charge ("cancellation right") up to a certain point in time, the Hotel is likewise entitled to cancel the contract through such point in time without the need to indicate the grounds therefore.
2. The Hotel shall be entitled to withdraw from the contract if an agreed or advance payment or security deposit is not made even after expiration of a reasonable grace period set by the Hotel.
3. Moreover, the Hotel is entitled to cancel the contract on objectively reasonable grounds if, for example:
 - a. force majeure or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - b. event rooms are reserved under provision of misleading or false information regarding material facts, such as the identity of the Customer or the purpose;
 - c. the Hotel has justified cause to believe that use of the Hotel's services might jeopardise the smooth operation of its business, its safety or public reputation, without being attributable to the Hotel's sphere of control or organisation;
 - d. there is any breach of Sections II.3, II.5.
4. If the Hotel justifiably withdraws, the Customer will have no right to claim compensation.

VI. Changes to the number of participants and time/date of the event

1. The conditions agreed in the contract shall apply to changes in the number of participants after booking. The following provisions of this Section VI shall also apply unless otherwise expressly provided in the contract.
2. If the number of participants deviates by more than 5% from the booked number of participants, it may no longer be possible to serve the desired meal plan, unless the Hotel has agreed to the change in writing and the desired meal plan has been confirmed.
3. If the number of participants deviates by more than 10%, the Hotel is entitled, but not obliged, to change the arranged prices, and change the confirmed rooms. If the deviation exceeds available capacity, the Hotel may deny the requested change.
4. If the event's agreed starting or ending times change and the Hotel agrees to such changes in writing, the Hotel may reasonably charge for the added cost of stand-by service, unless the Hotel is at fault.
5. The provisions of Section 4 above shall also apply in the event of postponements of the agreed starting and/or ending times of the events without the consent of the Hotel. In addition, the Customer shall bear all costs and expenses incurred by the Hotel caused by a postponement (e.g. if the Hotel has to accommodate guests in another Hotel due to any delays in vacating rooms), unless the Hotel is at fault for the postponement concerned. Additional claims for damage on the part of the Hotel are reserved.

6. The Hotel may charge the Customer for documented travel expenses incurred by its employees if they are required to depart for home after business hours and if additional costs are incurred as a result.

VII.

Bringing and removing food

The Customer may not bring food or drink to events. Exceptions must be agreed in advance with the Hotel in writing. In such cases, a fee shall be charged to cover any overhead costs. In the event of a violation, the Hotel is entitled to claim flat-rate amount of damages per participant for the loss incurred on the basis of what the Hotel would have earned for the provision of the service. The Customer retains the right to prove that lower damages were in fact incurred. The Hotel does not assume liability for any harm to health caused by the consumption of food and beverages brought onto the premises.

VIII.

Technical systems and connections

1. To the extent the Hotel obtains technical and other systems or equipment from third parties for the Customer at the Customer's request, it does so in the name of, on the authority of and for the account of the Customer. The Customer shall be liable for their careful handling, proper operation and return; this shall apply without limitation for any systems and equipment of the Hotel. The Customer shall indemnify the Hotel from any and all claims of third parties arising from the provision of any such systems and equipment.
2. The use of the Customer's own electrical equipment using power supplied by the Hotel requires the Hotel's written consent. Malfunctions of or damage to the technical systems of the Hotel caused by the use of these devices and systems shall be charged to the Customer, unless the Hotel is responsible for such damage. The Hotel may charge a flat fee for electricity costs incurred through such usage by the Customer.
3. The Customer is entitled to use their own telephone, fax, and data communications equipment with the Hotel's prior written consent. The Hotel may charge a connection fee.
4. If suitable Hotel equipment remains unused due to the Customer's use of their own systems, a default fee may be charged.
5. Interruptions or damage to facilities provided by the Hotel or other facilities caused by the Customer, participants, auxiliary persons or other third parties under its control will be remedied immediately at the Customer's expense, if possible.
6. The Customer must obtain any official licenses, requirements or other permits required for an event in good time at its own expense. The Customer is responsible for compliance with requirements under public law, other regulations, noise protection ordinances, protection of minors, etc., as well as registration and payment of SUISA fees.

IX.

Loss of or damage to items brought to the event

1. The Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/Hotel by itself, its customers, participants, auxiliary persons or others under its control. The Hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the Hotel.
2. Decorations brought onto the premises must comply with fire safety regulations. The Hotel is entitled to demand official proof of this. Should such proof not be provided, the Hotel is entitled to remove decorative materials, or prohibit their installation, already brought onto the premises at the cost of the Customer. To eliminate any potential damage, the Hotel's consent must be obtained before any decorative materials are set up or attached. In all other respects, Section 1 shall apply accordingly.
3. Objects on exhibit and other items must be removed immediately following the end of the event. If the Customer fails to do so, the Hotel may remove and store such items at the Customer's expense. If the objects remain in the event room, the Hotel may charge an appropriate compensation for use for the duration for which they remain there. In such cases, the basis for calculation shall be 150% of the pro rata rent attributable to the period during which the room could not be used, plus any damages and compensation for administrative costs. The Customer is at liberty to prove that the claim asserted by the Hotel did not arise, or that it did not arise in the amount claimed.
4. Other items left behind by the Customer, its participants, auxiliary persons or other third parties under its control will only be forwarded at the request, risk and expense of the person concerned. The Hotel will keep items for three months, after which they will be handed over to the local lost property office if they have any apparent value. Customers shall bear the costs of storage. In cases in which such items are of no recognisable value, the Hotel reserves the right to destroy the goods at the Customer's expense after expiry of the deadline.
5. Packaging material used in connection with supplies of goods and services to the event by the Customer or third parties must be disposed of by the Customer before or after the event. If the Customer leaves packaging material in the Hotel, the Hotel is entitled to dispose of such material at the Customer's expense.

X.

Customer's liability for damage; notification duties

1. The Customer is liable for any and all damage caused by it or by event participants or visitors, employees and other auxiliary persons or third parties within its control.
2. The Hotel may require the Customer to provide appropriate security (e.g. insurance, deposits, guarantees).
3. Publications of any kind in which reference is made to the Hotel must be sent to the Hotel on a timely basis in advance for informational purposes. They must be approved by the Hotel in writing.

XI. Liability of the Hotel

1. Should disruptions or defects in the performance of the Hotel occur, the Hotel will endeavour to remedy the situation upon knowledge thereof or upon objection by the Customer made without undue delay. The Customer is obliged to make reasonable effort to rectify any disruption or defect and minimise damage as well as to report all disruptions and/or defects and damages to the Hotel without undue delay. There is no entitlement to a reduction of agreed fees if the Customer does not notify us without undue delay. Contractual services are provided by the Hotel with due care, but the Hotel does not assume any responsibility for the results of such services.
2. In the event any damage is caused, the Hotel will only be liable in cases of intent and gross negligence, including on the part of its vicarious agents. The Hotel shall not be liable in cases of simple negligence, including on the part of its vicarious agents. Additional mandatory legal liability, e.g. in the event of injury to life, limb or health, remains reserved. The Hotel is not liable for services which it has merely mediated.
3. If applicable, the Hotel is liable to the Customer in accordance with the statutory provisions of Art. 487 et seq. of the Swiss Code of Obligations for items brought into the Hotel, but liability for simple negligence is excluded. Any claims on the part of the Customer shall lapse if the Customer does not notify the Hotel of the damage concerned without undue delay upon discovery.

XII. Final provisions

1. Verbal ancillary agreements shall only be binding if confirmed in writing. Amendments and supplements to the contractual terms or of this clause, the acceptance of requests or these General Terms and Conditions must be made in writing. Any unilateral amendments or additions by the Customer shall not be effective.
2. The place of performance and payment is the location of tristar Suisse AG's registered office.
3. The exclusive place of jurisdiction is the location of tristar Suisse AG's registered office. For Customers with (residential) domicile abroad, another permissible location for collection proceedings (special domicile within the meaning of Art. 50 (2) of the Swiss Federal Law on Debt Collection and Bankruptcy) is deemed to be the location of tristar Suisse AG's registered office. However, the Hotel and/or tristar Suisse AG may also assert its/their rights before all other competent authorities and/or courts. Applicable mandatory provisions of law remain reserved.
4. Swiss substantive law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
5. Should any of the individual provisions of these Terms and Conditions be invalid or void or become so, this will not affect the validity of the remaining provisions. Statutory provisions shall apply in all other respects. Any invalid or void provision shall be replaced by a provision that comes as close as possible to achieving the intended purpose of such invalid or void provision.
6. These General Terms and Conditions are also provided in English. In the event of inconsistencies, the German version of these General Terms and Conditions shall prevail.

Zurich, April 2022