

## General Terms and Conditions of Business for Seminars and Events

## Scope of application

The General Terms and Conditions (GTC) apply to all contracts and agreements pertaining to the rental of conference, banquet and event facilities and hotel rooms at Hotel Bad Horn (hereinafter referred to as Hotel) as well as for events such as banquets, seminars, conferences, etc. and for all other related services provided by the Hotel, such as meals and accommodation. The current GTC are also published on the Hotel's website.

#### Reservations

A reservation only becomes definitive and legally binding upon the signing of the written reservation confirmation. Option dates are binding for both parties. Upon expiry of the option deadline, the Hotel may automatically dispose of the reserved facilities/rooms.

The Hotel reserves the right to adjust the prices if the event organiser requests subsequent changes to the booked services.

#### **Room allocation**

The size of the group determines the room selection. The Hotel reserves the right to change the facilities if there are material changes to the original number of participants.

### Final agreements regarding the event

The requirements regarding menus, drinks, seating arrangements, technical tools, etc. must be notified 14 days before the event at the latest. The hotel reserves the right to charge an additional service fee if the deadline is not met. For groups of 11 persons or more, we serve a standard menu according to the customer's wishes.

#### Cancellation/No show

Deviations of more than 5% in the number of participants confirmed until 48 hours before the event shall be charged in full. This applies to all booked services within the scope of the event, including any reserved hotel accommodation.

If no definitive menu and beverage selection has been determined in advance, CHF 80.00 per registered person will be charged as the basic rate.

The cancellation conditions listed below are independent of the reason for cancellation and also apply in the event of illness, accidents or other unforeseeable events.

Cancellation of a definite booking requires written notification.

The following costs will be charged:

Valid for seminars and meetings with and without hotel accommodation, if no special conditions are specified in the contract:

Up to 60 days prior to event no charges

59 to 21 days prior to event
20 to 7 days prior to event
Less than 7 days prior to event
50% of the daily rate including hotel rooms
100% of the daily rate including hotel rooms

Valid for events with and without hotel accommodation, if no special conditions are specified in the contract:

Up to 90 days prior to event no charges

89 to 30 days prior to event
50% of the daily rate including hotel rooms
29 to 14 days prior to event
Less than 7 days prior to event
100% of the daily rate including hotel rooms



## Resignation/Cancellation by the hotel

If the hotel has a reason to believe that the existing booking may be detrimental to the running and/or security of the business or may not provide sufficient assurance, the hotel reserves the right to unilaterally terminate the agreement at any time without liability for damages. This also applies if the clientele or the content of the planned event could damage the hotel's reputation. This applies in particular if untrue/incomplete information has been provided about the content and course of the event.

#### Room reservations

A definitive and detailed list of names and rooms must be sent to the hotel at least 14 days before arrival. If the confirmed number of participants is exceeded, prior agreement with the hotel is required. Payment instructions for the hotel rooms and extras must also be recorded on this list. The hotel reserves the right to charge an additional processing fee if the deadline is not met.

## Check-in/Check-out times

Check-in from 3 p.m. / Check-out until 11 a.m.

### Parking spaces

The hotel's parking spaces are available to guests for an additional charge subject to availability, unless otherwise communicated. Parking spaces cannot be reserved.

#### **Smoking**

Smoking is not permitted anywhere in the event facilities, public areas and rooms, except for the Faro Bar (only open at night). If guests nevertheless smoke inside, we shall charge cleaning costs of at least CHF 150.00.

## Viewing of the premises/Rehearsal dinner.

A tour of the premises is possible by appointment. Even after a site visit, the hotel reserves the right to adjust the room allocation if necessary. Rehearsal dinners are possible at lunchtime or in the evening (except Saturday evening) by prior arrangement. Consumption is at the expense of the organizer.

## Additional installation and dismantling work

The Hotel sets up the event facilities according to the prior arrangements made. Additional work needed for installation, alteration or dismantling is charged at CHF 60.00 per employee hour. This also applies to desired adjustments on site with regard to the type of seating.

## Rest/Night surcharge

The maximum volume for music is 60 decibels. Out of consideration for hotel guests and neighbours, all windows in the hall are to be closed from 10 p.m. From the official closing time on midnight, the music must be limited to room volume. Until 2 a.m. an extension of the event is possible. Until 4 a.m. there is the possibility to let the party end in the "Faro Bar".

After midnight, there is a night surcharge for each hour or part thereof. Closing times in the outdoor area: According to the Municipal Ordinance of Horn, there is a night-time curfew from 10 p.m..

All outdoor areas must be closed from 11 p.m., also out of consideration for the hotel guests.

# **Decoration / fire police requirements**

The hotel provides simple floral or plant decorations for tables at events. For special requests and table decorations, the hotel will be happy to arrange florists from the region or organise an appropriate flower decoration at a charge. Decorations brought in by the guests themselves must be agreed in advance and must comply with the regulations of the fire police. Pyrotechnics and drone photography are not permitted on the hotel premises.

## Waste disposal

The event organiser can ask the Hotel to dispose of decorations or documents after the event. The Hotel reserves the right to charge a disposal fee for large amounts of waste.



### Liability

The Hotel does not accept any liability at all for theft or damage to goods, luggage, items and materials brought along by guests.

The event organiser is liable to the Hotel for any damage to the furnishings or inventory and for losses caused by the organiser themselves, the participants and their employees.

#### **Data protection**

The general provisions of data security apply to the hotel. The hotel guarantees that no data will be passed on to third parties.

#### **Prices and payment terms**

All prices are quoted in Swiss francs (CHF) and include service and VAT.

The Hotel reserves the right to request payment of a deposit. In this case, the booking only becomes definitive after the deposit has been paid. The deposit will not be repaid if the event is cancelled during the chargeable cancellation period.

If the invoice address is located abroad, the confirmed amount has to be paid in full in advance (30 days before arrival) by way of a credit card guarantee or bank payment. If payment is made in a foreign currency, the amount is calculated at the applicable daily exchange rate.

Invoices are to be paid within 30 days of receipt without deduction. All bank charges or differences in the exchange rate shall be borne by the invoice recipient.

If some services have to be paid by the participants themselves, the Hotel shall collect payment on site. If this is impossible for whatever reason, the event organiser is obliged to assume the costs, unless a valid invoice address for the participants can be provided.

#### **Applicable law**

Swiss law shall apply exclusively. The place of jurisdiction is Horn TG. These GTC are part of the definitive reservation contract. Should individual points be ineffective, the GTC do not lose their complete effectiveness. The hotel reserves the right to update the GTC at any time.

Horn, 22. December 2022