

## General Terms and Conditions Hotel and Bookings

### 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 written confirmation by the hotel. 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.

### Allocation of hotel rooms

Within the scope of the booked room category, the hotel is responsible for the effective room allocation in order to optimise the occupancy rate. Special room numbers and other preferences will be taken into account in the allocation as far as possible. No claim can be made on the part of the booker for preferences. The maximum number of persons per room must be complied with. This also applies to children and infants. The hotel reserves the right to allocate a larger room category for an additional charge if necessary.

### Cancellation/No show

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 reservations of 1 to 10 hotel rooms: If no special conditions are stated in the contract, 100% charges for the booked services will apply after the stated deadlines:

|                            |   |
|----------------------------|---|
| Cancellation of 1-3 rooms  | free of charge until 2 days prior to arrival, 6 p.m.  |
| Cancellation of 4-6 rooms  | free of charge until 7 days prior to arrival, 6 p.m.  |
| Cancellation of 7-10 rooms | free of charge until 14 days prior to arrival, 6 p.m. |

Valid for reservations of 10 or more hotel rooms, 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    | 50% of the daily rate including hotel rooms  |
| 20 to 7 days prior to event     | 80% of the daily rate including hotel rooms  |
| 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.

### Reservation room contingent

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.

Subject to availability, early check-in can be booked one day before arrival and late check-out one day before departure against payment of a supplement.

### **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.

### **Nighttime**

The maximum volume for music, conversations and other noises must be limited to room volume. From 11.00 p.m. onwards, any noise pollution in the outdoor area as well as on the balconies must be stopped.

### **Decoration / fire police requirements**

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.

### **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 guest 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. In the case of a bank transfer from abroad, the client shall bear the fees.

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.

### **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, 16<sup>th</sup> March 2023