

General terms and conditions

1. Scope

- 1.1. These General Terms and Conditions (hereinafter referred to as GTC) apply to the temporary and remunerated provision of conference and event facilities of AG Hotel Restaurant Sonne Küsnacht (hereinafter referred to as Seehotel Sonne Küsnacht), as well as to all other related services and deliveries of Seehotel Sonne Küsnacht to customers. All offers of Seehotel Sonne Küsnacht are based on these GTC. They form an integral part of every contract. Changes to these GTC require an express written agreement between the parties.
- 1.2. Any terms and conditions of the organizer shall not apply, subject to a previously agreed written agreement to the contrary. This also applies to the cancellation of the written form requirement. Organizer in the sense of these terms and conditions are both the end consumer, as well as the commercially active entrepreneur.

2. Contractors

The contracting parties are AG Hotel Restaurant Sonne Küsnacht (hereinafter referred to as "Seehotel Sonne Küsnacht") and the orderer/customer - hereinafter referred to as "organizer".

3. Origin of the contractual relationship

- 3.1. The contractual relationship comes into effect with the signing of the event contract or the electronic confirmation to the organizer. Changes or cancellations can only be made within the framework of these GTC.
- 3.2. If a third party has acted on behalf of the organizer, the organizer shall be liable to Seehotel Sonne Küsnacht together with the third party as joint and several debtors for all obligations arising from or in connection with the event(s) covered by the contract.

4. Prices

- 4.1. Prices for rooms and services of the Seehotel Sonne Küsnacht are quoted exclusively in Swiss francs (CHF) and include the statutory value added tax according to Swiss law.
- 4.2. Seehotel Sonne Küsnacht expressly reserves the right to make changes to prices and offers.

5. Reservations

- 5.1. Following the request, the organizer will receive a written offer from Seehotel Sonne Küsnacht stating how long the premises will be provisionally reserved. If no definitive written reservation is made by the organizer by the end of the provisional reservation period, Seehotel Sonne Küsnacht reserves the right to cancel the provisional reservation of the premises without consulting the organizer. If further requests are received for the date of the provisional reservation period, Seehotel Sonne Küsnacht will contact the organizer and the option date may be shortened by mutual agreement.

- 5.2. The preparation of the first offer by Seehotel Sonne Küsnacht is free of charge. If the customer requests more detailed offers and a contract is not subsequently concluded, the Seehotel Sonne Küsnacht is entitled to demand compensation for its efforts according to expenditure and expenses.
- 5.3. A reservation becomes binding for the organizer upon written confirmation by the Seehotel Sonne Küsnacht. The confirmation must be countersigned by the organizer in due time. This document is legally binding and is considered a contract. With the signature, the organizer also accepts the present GTC of the Seehotel Sonne Küsnacht.

6. Services, invoicing, payment

- 6.1. Seehotel Sonne Küsnacht undertakes to provide the services ordered by the organizer and guaranteed in writing by Seehotel Sonne Küsnacht.
- 6.2. The Seehotel Sonne Küsnacht is entitled to demand a deposit of up to 100% of the agreed service compensation (incl. VAT) at any time. This advance payment can be made by bank transfer or credit card payment. The advance payment amount made will be credited in full to the invoice - but without interest.
- 6.3. The deposit is due at the latest and without reminder with the last written reservation confirmation, unless otherwise agreed. Any transfer costs are to be borne by the customer.
- 6.4. The amount of the deposit and the payment dates are agreed in writing in the contract. If the organizer does not fulfill his obligation to make the down payment in due time, Seehotel Sonne Küsnacht is entitled to withdraw from the contract after setting a reasonable grace period. The organizer is liable to Seehotel Sonne Küsnacht for the resulting damage.
- 6.5. If the advance payment made by the event guest exceeds the balance invoice amount, the difference will be credited back to the account used for the advance payment in each case. A cash payment or a transfer back to an account other than the one used for the advance payment will not be made under any circumstances.
- 6.6. All invoices are generally at the expense of the organizer and will be issued in Swiss francs (CHF). If a special form of billing or splitting of the invoice is desired, this must be communicated to Seehotel Sonne Küsnacht prior to the event.
- 6.7. The organizer is liable for any unpaid invoices of the participants.
- 6.8. It is not possible for the Seehotel Sonne Küsnacht to send invoices abroad. Guests from abroad are requested to make payment in advance by bank transfer or to settle the final amount with a credit card. Alternatively, the amount to be paid is to be reserved on a credit card of the customer as a guarantee before the start of the event.
- 6.9. Unless a deposit is required by Seehotel Sonne Küsnacht, the entire invoice amount is to be paid by the organizer by credit card or in cash at the latest at the end of the event. If payment by invoice is agreed, the entire invoice amount is due 10 days after the invoice date.
- 6.10. The organizer is in default of payment if the invoice amount is not paid or irrevocably instructed within the specified payment period. After default of payment, the Seehotel Sonne Küsnacht is entitled to charge the applicable statutory default interest currently in the amount of 5%, as well as any debt collection costs.
- 6.11. The organizer is not entitled to a set-off defense against Seehotel Sonne Küsnacht.

7. Detailed information, number of participants

7.1. All details important for the realization of an event, such as menu and wine selection, seating, table and hall decoration, menu printing, technical aids, program schedule and others must be communicated to the Seehotel Sonne Küsnacht at least 14 days before the event.

7.2. The organizer shall notify Seehotel Sonne Küsnacht in writing of the final number of participants (guaranteed number) as early as possible, but no later than 3 working days before the event.

Costs for reduction of the number of persons for events up to 100 participants are calculated as follows:

- Free reduction in the number of participants up to 30 days before the event.
- Free reduction of the number of participants between 10 and 29 days before the event of maximum 20% of the originally confirmed number of people.
- Free reduction of the number of participants from 3 to 9 days before the event of maximum 10% of the originally confirmed number of people.

7.3. Costs in case of reduction of the number of persons for events with 101 or more participants will be calculated as follows:

- Free reduction in the number of participants up to 60 days before the event.
- Free reduction in the number of participants between 21 and 59 days before the event of maximum 20% of the originally confirmed number of people.
- Free reduction of the number of participants from 20 to 7 days before the event of maximum 5% of the originally confirmed number of people.

For cancellations exceeding this amount, the difference to the definitive number of participants will be charged.

7.4. If the effective number of persons is subsequently lower, the indicated guarantee number shall be the basis for charging; if the indicated guarantee number is higher, the effectively incurred costs shall be charged.

If the actual number of participants is higher than the guaranteed number indicated, Seehotel Sonne Küsnacht does not guarantee that all guests will be accommodated. The additional costs incurred due to the additional participants will be invoiced.

7.5. Seehotel Sonne Küsnacht is entitled to charge for additional expenses due to last-minute changes to the event such as menu, table order, room setup, number of persons.

8. Room use, room change, additional services

8.1. An exclusive booking of the publicly accessible rooms of the Seehotel Sonne Küsnacht can be requested in advance and is subject to availability. In the event of a commitment, a minimum consumption fee will be charged depending on the type of use. This includes only the consumption of food and beverages. The costs for technology, decoration as well as increased costs for employee expenses/night surcharge are not included. The amount of the minimum consumption can vary seasonally and can be requested from the contact person.

8.2. Depending on the type of event and the number of people, exclusive use / partial exclusive use of the premises is mandatory. For exclusive use / partial exclusive use, a minimum consumption is required.

8.3. Reserved event rooms are exclusively available to the organizer - and his guests - only for the purpose agreed in writing and limited for the respective agreed period of time.

- 8.4. Seehotel Sonne Küsnacht reserves the right to make changes to the rooms, provided that the rooms meet the requirements and interests of the organizer and are reasonable for the organizer. Any subletting or reletting of rooms or areas by the organizer requires the prior written consent of Seehotel Sonne Küsnacht.
- 8.5. Seehotel Sonne Küsnacht reserves the right to adjust the room in case of reduced number of persons.
- 8.6. Unless otherwise stipulated in the contract, the organizer must obtain any necessary permits himself and at his own expense. Copyright compensation in connection with music performances must be registered and paid by the organizer himself.
- 8.7. From 00.00 a.m. onwards, a night surcharge of CHF 300.00 will be charged per commenced hour. The night surcharge can be extended to a maximum of 2.00 am. In the outdoor area of the Seehotel Sonne Küsnacht, the official night-time rest period applies from 10.00 p.m. for noise protection reasons.

9. Technical aids

- 9.1. The organizer is responsible for the correct use and proper return of all technical aids or equipment provided to him by Seehotel Sonne Küsnacht or procured on its behalf through third-party companies, and is liable for any damage or loss. The Seehotel Sonne Küsnacht is not liable for claims of third parties.
- 9.2. The setting up and the addition or insertion of objects and installations of any kind in connection with the event within the event premises and on the grounds of the Seehotel Sonne Küsnacht, including decorative materials must be agreed in detail in advance and approved in writing by the Seehotel Sonne Küsnacht. The scattering of rice, confetti, rose petals or similar decorative materials is prohibited both indoors and outdoors.
- 9.3. In particular, the organizer shall guarantee that all objects and installations set up, added or brought in comply with the relevant applicable safety and police regulations, in particular the requirements of the fire police, and can be removed again without damage.

10. Fire regulations

- 10.1. The organizer assumes responsibility for ensuring that no more persons are admitted than the capacity of the corresponding room. The maximum numbers specified by the Seehotel Sonne Küsnacht are binding. In case of violation, the Seehotel Sonne Küsnacht declines any liability.
- 10.2. The organizer undertakes to comply with the fire regulations of the Seehotel Sonne Küsnacht, in particular to keep escape routes clear, and guarantees that all materials brought in and any decorations comply with the fire regulations.
- 10.3. Smoking is not permitted in any event space or public area.
- 10.4. The use of fog machines, spray and sparklers, open fires, table fireworks and other highly flammable and health-damaging objects is strictly prohibited for reasons of monument protection.
- 10.5. The organizer must obtain the official permits required for a special event (e.g. for fireworks) in good time at his own expense. Flammable items such as "sky lanterns" may not be used on the premises of the Seehotel Sonne Küsnacht under any circumstances, nor may items whose use is not permitted by the authorities.

11. Material shipping

- 11.1. Shipments for events must be notified in writing to the Event Department of the Seehotel Sonne Küsnacht in good time, at least before the arrival of shipments. Seehotel Sonne Küsnacht reserves the right to reject shipments without a sender or to unknown recipients. Any resulting obligation or liability is rejected.

- 11.2. Shipping costs and customs charges for incoming packages are not covered by Seehotel Sonne Küsnacht itself. Should this not be complied with, acceptance may be refused.

12. Bringing food and drinks

If no other written agreement has been made, the organizer is obliged to obtain all food and beverages from the Seehotel Sonne Küsnacht. Otherwise, a "tap fee" agreed in advance will be charged after prior clarification in the case of drinks or a flat rate in the case of food brought in by the organizer.

13. Liability

- 13.1. The organizer is liable to the Seehotel Sonne Küsnacht for all damages and losses or other damages caused by himself, his employees, his agents, his event participants or other third parties.
- 13.2. Seehotel Sonne Küsnacht declines all liability for theft of and damage to items brought in by the organizer, event participants or third parties. The insurance of exhibits as well as other items brought in by the organizer, event participants or third parties is the responsibility of the organizer. The Seehotel Sonne Küsnacht may demand proof of sufficient insurance from the organizer at any time.
- 13.3. The organizer is obliged to maintain peace and order. He undertakes to fully indemnify the Seehotel Sonne Küsnacht against all civil and public law claims brought against the Seehotel Sonne Küsnacht by authorities or third parties (including event participants, guests or employees and contractual partners of the organizer) on the basis of his event or to pay for all corresponding claims.
- 13.4. The Seehotel Sonne Küsnacht is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular for slight or medium negligence or for indirect damage, such as in particular loss of profit, is excluded. If external services are arranged, Seehotel Sonne Küsnacht assumes no liability for the services ordered by the organizer.

14. Copyrights, licenses

- 14.1. The organizer is obligated to register services or actions that are associated with licensing, copyright, personal rights and exploitation rights, without being requested to do so and independently with the relevant authorities or exploitation societies and to pay the associated fees/costs directly.
- The Seehotel Sonne Küsnacht assumes no responsibility or liability for this.
- 14.2. Newspaper advertisements and other advertising in the broader sense - also in parts or in revised form - with reference to events are only permitted with the prior express written consent of Seehotel Sonne Küsnacht.
- 14.3. The Seehotel Sonne Küsnacht reserves the right to grant the organizer - against payment of a fee - a temporary, non-exclusive license right for the use of the trademarks and/or logos to which it is entitled. However, the customer has no claim to the granting of the license rights.

15. Cancellation

- 15.1. Cancellations of a reservation of event rooms must be communicated to the Seehotel Sonne Küsnacht as early as possible and in writing by the organizer.
Cancellation of the event free of charge is possible up to 60 days before the start of the event.
- 15.2. In case of cancellation after the above mentioned deadline, the organizer will be charged the provision costs and the following cancellation fees of the expected invoice amount (calculated according to the number of participants listed in the reservation confirmation):
 - 59 to 31 days prior to the event date: payment of 25% of the lost revenue according to the reservation confirmation
 - 30 to 15 days before the date of the event: payment of 50% of the lost revenue according to the reservation confirmation.
 - 14 to 10 days before the date of the event: payment of 75% of the lost revenue according to the reservation confirmation.
 - From the 9th day before the date of the event: payment of 100% of the lost revenue according to the reservation confirmation.
- 15.3. Special cancellation policy for booking the banquet hall in the period from May to and including September and in December:
 - On Saturdays: Cancellation fee of CHF 5'000.00 as of 9 months before the event
 - On Fridays: Cancellation fee of CHF 3'000.00 as of 6 months before the event
- 15.4. The cancellation fee includes all agreed services such as room rental, technical infrastructure, food / beverage offer and third-party services. For banquet events we charge at least CHF 100.00 for food and beverages and CHF 50.00 per registered guest for aperitifs.
- 15.5. Services provided in advance by Seehotel Sonne Küsnacht or non-refundable services provided by third parties must be paid for by the organizer in all cases.

16. Resignation of the Seehotel Sonne Küsnacht

- 16.1. The Seehotel Sonne Küsnacht may withdraw from the contract without giving reasons as long as the organizer is entitled to withdraw according to section 15.1
- 16.2. If an agreed or requested advance payment or other security for payment is not made even after a reasonably short grace period set by Seehotel Sonne Küsnacht has expired, Seehotel Sonne Küsnacht is entitled to withdraw from the contract immediately.
- 16.3. If the performance to be rendered by Seehotel Sonne Küsnacht under the contract is made difficult or impossible in whole or in part by force majeure (according to Swiss understanding in particular natural disasters such as storm winds, floods or earthquakes as well as fire, hostage-taking, war, riots, nuclear & reactor accidents, strikes, unforeseeable official restrictions as well as effects of epidemics and pandemics etc.) or other circumstances for which Seehotel Sonne Küsnacht is not responsible, the Seehotel Sonne Küsnacht may withdraw in whole or in part without compensation to the extent of the unfulfilled part of the contract.
- 16.4. Seehotel Sonne Küsnacht is also entitled to withdraw without compensation if there is reasonable cause to believe that the event may jeopardize the smooth operation of the business, the safety or the reputation of Seehotel Sonne Küsnacht in the public or if the organizer violates section 6.4 of these GTC.

16.5. Any claims for damages by Seehotel Sonne Küsnacht against the organizer are expressly reserved.

17. Applicable law/jurisdiction

Applicable to the contract is exclusively Swiss law. Place of performance and jurisdiction is the district of Meilen. Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such a case, the legally ineffective provision shall be replaced by a provision that is analogously similar but effective.

Küsnacht, July 2023