

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB)

1. APPLICABILITY

These General Terms and Conditions of Business (hereinafter referred to as the GTCB) shall apply to the hiring of rooms and/or event facilities, as well as to all further services and supplies associated therewith which are provided AG HOTEL RESTAURANT SONNE (hereinafter referred to «Sonne») to a client (hereinafter referred to as the Organiser). All offers of the Sonne shall be based on these GTCB. These GTCB shall constitute an integral part of any agreement which is entered into. Any amendments to these GTCB shall require the express written agreement of the parties. Such a provision shall also apply to the waiver of this requirement that the written form be used. Should these GTCB conflict with any contractual terms of the Organiser, these GTCB shall take precedence over such conflicting terms.

2. CONCLUSION OF THE AGREEMENT

After the Organiser has made a reservation, they shall receive from the Sonne a written booking confirmation (by e-mail, fax or letter). The agreement between the parties shall not come into force until such written booking confirmation is provided by Sonne to the Organiser.

3. PERFORMANCE, PAYMENT AND PRICES

3.1 Sonne undertakes to provide the services requested by the Organiser which Sonne has agreed in writing to provide.

3.2 All prices shall be in Swiss francs (CHF) and shall include value added tax (VAT) at the statutory rate.

3.3 Sonne shall be entitled at any time to demand an appropriate advance payment. The amount of such advance payment and the date by which it must be paid shall be agreed in writing in the agreement. Should the Organizer not comply with their obligation to make such an advance payment by the due date, Sonne, after having stipulated an appropriate further period for compliance, shall be entitled to withdraw from the agreement. The Organizer shall be liable to Sonne for any loss suffered by it as a result.

3.4 Sonne is not able to send invoices abroad. Guests from abroad are requested to make payment in advance by bank transfer or to pay the final amount by credit card. Alternatively, the amount to be paid must be reserved on the customer's credit card as a guarantee before the start of the event.

3.5 To the extent that no advance payment is demanded by Sonne, the entire invoiced amount shall be paid in full by the Organizer either by credit card or in cash before departure at the latest. If a request is made to make payment on receipt of invoice, the entire invoiced amount shall be due and payable within 30 days of date of invoice. In the event of late payment, Sonne shall be entitled to charge interest at a rate of 5% to the Organizer as well as any debt enforcement or collection costs incurred.

3.6 Prices and offers are expressly subject to change by Sonne.

3.7 The organizer is liable for any unpaid invoices of the participants.

4. LIABILITY

4.1 The organizer shall be liable to Sonne for all damage and loss or other damage caused by itself, its employees, its agents, its event participants or other third parties. Sonne rejects (subject to Clause 4.3) any liability for theft of and damage to items brought in by the organizer, event participants or other third parties. The insurance of exhibits and other items brought in by the organizer, event participants or other third parties is the responsibility of the organizer. Sonne may demand proof of adequate insurance from the organizer at any time. Sonne shall be free to refuse its services until the organizer can provide proof of adequate insurance.

4.2 The organizer is obliged to maintain peace and order. He undertakes to indemnify Sonne in full against all claims under civil and public law brought against Sonne by authorities or third parties (including event participants, guests or employees and contractual partners of the organizer) as a result of his event, or to pay for all such claims.

4.3 Sonne shall only be liable for its own conduct in the event of intentional or grossly negligent contractual or non-contractual damage. Any further liability, in particular for slight or medium negligence, is excluded.



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4.4 Sonne shall only be liable for its auxiliary persons in the event of intentional or grossly negligent damage and for direct damage. Any further liability, in particular for slight or medium negligence and liability for indirect damage, is excluded. Indirect damages within the meaning of these GTC are in particular loss of profit and pure financial losses.

4.5 If external services are arranged, Sonne assumes no liability for the service ordered by the organizer.

5. WITHDRAWAL OF THE SONNE FROM THE AGREEMENT

5.1 Sonne can withdraw from the contract without giving reasons as long as the organizer is entitled to withdraw in accordance with Clause 6.

5.2 If the service to be provided by Sonne under the contract is significantly impeded or impossible in whole or in part due to force majeure (according to Swiss understanding, in particular natural disasters such as storm winds, floods or earthquakes as well as fire, hostage-taking, war, unrest, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.) or other circumstances for which Sonne is not responsible, Sonne may withdraw from the contract in whole or in part without compensation to the extent of the part of the contract not yet fulfilled. In the event that the performance of the contract is made significantly more difficult or impossible, in whole or in part, or due to other circumstances for which Sonne is not responsible, Sonne may withdraw from the part of the contract that has not yet been fulfilled, in whole or in part, without compensation.

5.3 Sonne shall also be entitled to withdraw from the contract without compensation if there is reasonable cause to believe that the event may jeopardize the smooth running of the business, the safety or the public reputation of Sonne or if the organizer breaches Clause 16 of these GTC. Sonne expressly reserves the right to assert any claims for damages against the organizer.

6. WITHDRAWAL OF THE ORGANISER FROM THE AGREEMENT

6.1 Cancellation by the Organizer is generally governed by the provisions on cancellation in accordance with sections 13 and 21 of these GTC.

6.2 If cancellation is excluded in accordance with Sections 13 and 21 of these GTC and it is impossible for the Organizer to obtain the agreed services due to force majeure (as understood in Switzerland, in particular natural disasters such as storm winds, floods or earthquakes as well as fire, hostage-taking, war, unrest, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.), the Organizer may withdraw from the contract in return for payment of the services already provided and payment of a fee. If the customer is unable to obtain the agreed services, he may withdraw from the contract against payment of the services already performed and payment of 50% of the services not yet performed.

6.3 The price according to the reservation confirmation (incl. VAT) is decisive for the calculation of the cancellation costs of the individual services according to clause 6.2 above.

7. CREATING RECORDINGS

Visual and/or audio recordings of any kind (such as photos or videos) for commercial purposes on the Sonne premises are prohibited and require the express written consent of the Sonne as part of a corresponding agreement. Requests to this effect must be sent to the following e-mail address, stating the person making and publishing the recordings (client), the specific purpose of use (product/service to be marketed, publication medium) and any further details (concept): home@sonne.ch. If recordings are made without the corresponding written consent, the Sonne shall be entitled to withdraw from the contract. The organizer shall be liable to Sonne for any resulting damages.

8. USE OF LABELS / RECORDINGS

The use for commercial purposes of trademarks (e.g. logos, brands, hotel and company names) as well as photos, videos and audio and/or visual recordings of all kinds on the premises of Sonne as well as material owned by Sonne requires the prior written consent of Sonne. Corresponding requests must be sent to the following e-mail address home@sonne.ch, stating the person making the publication (client), the specific purpose of use (product/service to be marketed, publication medium), the trademarks/images to be used and any other details. If a publication is made without the corresponding written consent, Sonne shall be entitled to withdraw from the contract. The organizer shall be liable to Sonne for any resulting damage.

9. SEVERABILITY CLAUSE

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision shall be replaced by a similar but valid provision.

10. APPLICABLE LAW / PLACE OF JURISDICTION

The contract shall be governed exclusively by Swiss law. The place of performance and jurisdiction is the district of Meilen.

ROOMS

11. ARRIVAL AND DEPARTURE TIMES

The hotel rooms are ready for occupancy from 3 p.m. on the day of arrival and shall be vacated before 11 a.m. on the day of departure.

12. GROUP BOOKINGS / ROOM ALLOCATION

For group bookings of 10 rooms or more (hereinafter referred to as "group bookings"), Sonne shall receive a binding list of participants (hereinafter referred to as "list of participants") from the organizer no later than 7 days prior to arrival with the following information:

- First and last names of the guests
- Payment conditions of the guests

If the organizer has booked a room contingent and this is not fully utilized by the registered list of participants (or if no list of participants is registered in due time), the rooms still available in the respective contingent will be released for open sale again.

13. CANCELLATION CONDITIONS FOR HOTEL ROOM RESERVATIONS

13.1 Cancellation of a hotel room reservation must be communicated to Sonne as early as possible and in writing. The following cancellation conditions shall apply both to the cancellation of bookings and to no-shows and early departures.

13.2 Cancellations of bookings of individual hotel rooms (up to a total of 4 rooms) must be received by Sonne by 3 p.m. (local time) at the latest, 2 days before arrival. In the event of a later cancellation, the room price for one night will be charged. For long-stay bookings for stays of more than 10 nights, the cancellation deadline is 7 days. Cancellation fees will be agreed in writing in the reservation confirmation. In the event of a no-show or early departure, the Sonne reserves the right to charge the full amount of the unused room nights.

13.3 In the event of cancellation of all or part of the group booking (of 5 rooms or more), the following cancellation costs shall be charged to the organizer (calculation basis is the maximum number of rooms booked on one of the days of stay according to the reservation confirmation; a subsequent reduction in the number of rooms shall not be taken into account):

5 - 15 rooms

- up to 31 days before arrival: no cancellation costs
- 30 - 21 days before arrival: 50 % of the total amount of the room nights affected by the cancellation according to the reservation confirmation
- 20 - 10 days prior to arrival: 80 % of the total amount of the room nights affected by the cancellation according to the reservation confirmation
- from the 9th day prior to arrival: 100 % of the total amount of the room nights affected by the cancellation according to the reservation confirmation

16 - 40 rooms

- up to 60 days before arrival: no cancellation costs
- 59 - 31 days before arrival: 50% of the total amount of the room nights affected by the cancellation according to the reservation confirmation
- 30 - 10 days before arrival: 80% of the total amount of the room nights affected by the cancellation according to the reservation confirmation
- from the 9th day before arrival: 100% of the total amount of the room nights affected by the cancellation according to the reservation confirmation

13.4 In the event of the cancellation of rooms booked with an event, the cancellation costs of the event shall apply.



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14. CHANGE OF BOOKING BY SONNE

If Sonne is unable to provide the organizer with one or more booked rooms for any reason, Sonne shall provide the organizer with an equivalent room. If no equivalent room is available, Sonne shall provide the organizer with an available room of a different category.

EVENTS

15. USE OF ROOMS / AUTHORISATIONS

15.1 Sonne reserves the right to make room changes, provided that the new premises meet the requirements and interests of the organizer and are acceptable to the latter. Any subletting or re-letting of rooms or areas by the organizer shall require the prior written consent of Sonne.

15.2 Unless otherwise stipulated in the contract, the organizer shall obtain any necessary permits itself and at its own expense. Copyright compensation in connection with music performances must be registered and settled by the organizer itself.

16. DETAIL INFORMATION, NUMBER OF PARTICIPANTS

16.1 All important details for the organization of an event, such as menu and wine selection, seating, table and room decorations, menu printing, technical aids, program schedule and others must be communicated to Sonne at least 14 days before the event.

16.2 The organizer must inform Sonne in writing of the final number of participants (guaranteed number) as early as possible, but no later than 3 working days before the event.

16.3 Costs for a reduction in the number of participants for events with up to 100 participants are calculated as follows:

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

16.4 Costs for a reduction in the number of participants for events with 101 or more participants are 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 a maximum of 20% of the originally confirmed number of participants
- Free reduction of the number of participants from 20 to 7 days before the event by a maximum of 5% of the originally confirmed number of persons. Cancellations beyond this will be charged for the difference to the final number of participants.

16.5 If the actual number of persons is subsequently lower, the specified guaranteed number shall be used as the basis for invoicing; if the specified guaranteed number is higher, the actual costs incurred shall be invoiced.

If the effective number of participants is higher than the guaranteed number stated, Sonne does not guarantee that all guests will be accommodated. The additional costs incurred by the additional participants shall be invoiced.

16.6 Sonne shall be entitled to invoice the additional costs incurred due to changes to the event at short notice, such as menu, table arrangements, room set-up, number of persons.

17. FIRE REGULATIONS / OTHER SAFETY REGULATIONS / INSTALLING DECORATIONS

17.1 Sonne regulations, in particular keeping escape routes clear, observing the smoking ban, etc., must be complied with. Any decoration material brought in by the organizer must also comply with the fire regulations.

17.2 The organizer is also responsible for ensuring that no more people are admitted than the capacity of the room in question. The maximum numbers specified by Sonne are binding. In the event of non-compliance, Sonne accepts no liability.

17.3 The setting up, installation or bringing in of objects and equipment of any kind in connection with the event within the event premises and on the grounds of Sonne, including decorative material, must be agreed in detail in advance and approved in writing by Sonne. The scattering of rice, confetti, rose petals or similar decorative materials is prohibited both indoors and outdoors.

17.4 The organizer must obtain the official permits required for a special event (e.g. for fireworks) in good time and at his own expense. Highly flammable items such as "sky lanterns" may not be used on the grounds of Sonne under any circumstances, nor may items whose use is not permitted by the authorities.

17.5 The use of fog machines, sparklers and sparklers, naked flames, table fireworks and other highly flammable and harmful objects is strictly prohibited for reasons of monument protection.

18. INFORMATION ON THE EVENT AND GUARENTEE OF SECURITY

18.1 The organizer must inform Sonne transparently about the purpose and nature of the event. Should the organizer change the purpose and nature of the event, Sonne must be informed immediately. If Sonne establishes that the organizer has not informed Sonne correctly about the purpose and nature of the event and that the event could represent a reputational risk for Sonne, it shall be entitled to withdraw from the contract. The organizer shall be liable to Sonne for any resulting damage.

18.2 The organizer shall be responsible for the correct use and proper return of all technical aids or equipment provided by Sonne or procured on its behalf via third-party companies, and shall be liable for any damage or loss. Sonne shall not be liable for claims by third parties.

19. SURCHARGES

From 00.00 a.m., a night surcharge of CHF 300.00 will be charged for each hour or part thereof. The night surcharge can be extended to a maximum of 4.00 am. In the outdoor area of Sonne, the official night-time quiet applies from 10.00 p.m. for noise protection reasons.

20. CATERING

Unless otherwise agreed in writing, the organizer is obliged to purchase all food and beverages from Sonne.

21. CANCELLATION OF THE EVENT BY THE ORGANISER

21.1 Cancellations of a reservation of event rooms must be communicated to Sonne 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.

21.2 In the event of a cancellation after the above 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 before the date of the event: 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.

21.3 Special cancellation policy when booking the ballroom in the period from May to and including September and in December:

- On Saturdays: Cancellation costs of CHF 5,000.00 from 9 months before the event
- On Fridays: Cancellation costs of CHF 3,000.00 from 6 months before the event.

21.4 The flat-rate cancellation fee includes all agreed services such as room rental, technical infrastructure, food and beverage offerings and third-party services. For banquet events, we charge at least CHF 100.00 for food and beverages and CHF 50.00 for aperitifs per registered guest.

21.5 Services provided in advance by Sonne or non-refundable services provided by third parties must always be paid for by the organizer.

21.6 If the loss of revenue incurred is compensated by customer bookings from third parties for the same period and the same rooms, the Sonne may, at its own discretion, waive or reduce the cancellation costs.

21.7 For all cancellations, it also applies that services provided in advance by Sonne and its partners must be paid in full in all cases.

Küsnacht, April 2024