

# ASTORIA

LUCERNE

## General Terms and Conditions

These general terms and conditions (GTCs) govern the contractual relationship between "you", meaning the party to whom this contractual offer is directed, and Astoria Betriebs AG, which serves as the operating company for Hotel Astoria Lucerne, Pilatusstrasse 29, CH-6002 Lucerne.

### 1 Scope of application

The contract governs the terms and conditions by which Hotel Astoria Lucerne supplies seminar rooms, conference rooms, banquet facilities and hotel rooms, as well as other services that are required for implementing the organized event. The contractual offer will be transformed into a legally binding contract when it is signed by both parties. The contractual offer may not be assigned, without our prior consent, to any third parties, including group companies that are affiliated with you, and we reserve the right to modify the terms and prices in the event of an assignment. Modifications to the content of the contract will not be binding until you have received a confirmation from Hotel Astoria Lucerne.

### 2 Duties of the event organizer

#### 2.1 Reservations

The acceptance period for offers made by Hotel Astoria is seven days, unless a different period was agreed. Thereafter, Hotel Astoria will no longer be bound by the offer. Hotel Astoria reserves the right to revoke an offer for good cause.

Three (3) business days prior to the event, the exact number of persons (exact headcount) must be communicated; otherwise the last headcount communicated in writing will be invoiced. If there are more participants than the headcount number given, then the actual headcount of participants will be charged.

#### 2.2 Event equipment and facilities

We shall make the installations and the relevant facilities and equipment available to you in accordance with the information contained in the contractual offer. We reserve the right to modify the booked facilities in the event the actual circumstances change. Such circumstances include, but are not limited to, an increase or decrease in the participant headcount, a technical problem with the equipment, or the emergence of health and security risks.

Any additional days or nights that are required to set up and disassemble seminars or exhibitions will trigger costs that must be paid. Additional expenses involving on-site personnel (for example, tidying-up work, seating rearrangement, trash removal and cleaning services that were not stipulated in the order confirmation) will be charged. If there is a request to reconstruct a room on the incoming day, then the hourly expense charge per employee will be CHF 55.

You may request that we procure on your behalf technical and other equipment from third parties, given that you may not install and use any of your own technical equipment without our prior consent. We have the right to bill you for the electricity costs resulting from the use of such equipment, and a charge may likewise ensue to cover the costs of paying the amounts owed on interconnection fees for using the IT equipment. The installation and use of any non-technical equipment and the decoration of walls and ceilings shall require our prior consent. In general, only easily detachable stickers and tape may be used to affix the decorations. Nails and screws may not be used.

Hotel Astoria Lucerne does not have any storage rooms available for exhibition items or other technology that was brought onto the property. We would ask that you deliver your items to the property as quickly as possible and that you retrieve these items no later than 24 hours after the event concludes. For any items that are delivered in advance, the event

organizer will be required to obtain the consent of Hotel Astoria Lucerne. In this regard, we hereby waive any liability for damages and theft.

The period during which the event organizer may use the rooms is stipulated in both the offer and the reservation confirmation. Any changes in the agreed times will require the consent of Hotel Astoria Lucerne. Outside of this prescribed period, Hotel Astoria Lucerne may use the areas at any time and at its sole discretion. The event organizer must insure the exhibited items that remain in the exhibition rooms or seminar rooms overnight. Hotel Astoria Lucerne assumes no liability in this regard.

Evening events must end by 12:30 AM (official police-enforced curfew). If the event should extend beyond this prescribed time, then the event organizer will be charged an extension fee (police service hour) equal to CHF 250.00 for each hour commenced.

If the rooms are rented for sales purposes or for events that do not include food and beverage consumption, then we reserve the right to charge a higher room rate.

#### 2.3 Food and beverages

In general, food and beverages should be purchased from Hotel Astoria. In exceptional situations and with the consent of Hotel Astoria, the event organizer may delegate the catering services to a third party, whereby Hotel Astoria would invoice a service or corkage fee. The event organizer must finalize the menu and wine selection no later than 14 days prior to the event.

#### 2.4 Guest rooms

Hotel rooms will be in move-in condition upon guest arrival at 3 PM. The rooms must be vacated no later than 12 PM on the day of departure. If the room is not vacated until after 12 PM, then Hotel Astoria Lucerne may invoice 50% of the room price. If departure occurs after 6 PM, then 100% of the room price will be invoiced. Any reserved rooms that are not occupied by at least 6 PM may be used by Hotel Astoria for other purposes. This last stipulation will not apply if a late arrival time is expressly agreed or the reservation was guaranteed with a credit card. If the participant leaves the hotel before the agreed departure date, cancellation fees may apply.

### 3 Terms and conditions of payment

#### 3.1 Advance payment deposit

Hotel Astoria Lucerne reserves the right to demand an advance payment deposit equal in value to 80% of the agreed service charges. Where reservations are made using a foreign billing address or they originate from a foreign country, then an advance payment deposit equal to 100% of the reserved services may be demanded. If the event organizer is late in making the advance payment deposit, then Hotel Astoria Lucerne will be entitled to rescind the contract pursuant to section 8 of these Terms and Conditions and to bill the event organizer any expenses incurred up to that point in time. In any case, the cancellation fee will be due in accordance with section 4 of these Terms and Conditions.

#### 3.2 Invoice

The full invoiced amount will be due for payment (without any deductions) within 10 days after invoicing. If payment is late, then interest on the overdue amount (default interest) will be 5%. Hotel Astoria Lucerne is entitled to demand a reasonable prepayment from the event organizer at the time the contract is signed or thereafter. Hotel Astoria Lucerne assumes that a comprehensive or total invoice will be delivered to the event organizer. If the event organizer would like a special form of settlement or

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a certain itemization of the invoice, then it must make this request prior to the event. In these cases as well, the event organizer will remain responsible for any and all unpaid invoices.

## 4 Terms of cancellation

### 4.1 Changes in the participant headcount

The event organizer agrees to communicate the participant headcount to Astoria in writing and as early as possible. Astoria shall generally endeavor to allocate unclaimed reservations on the same terms and conditions.

### 4.2 Rescission by the event organizer

If the booked service is canceled for reasons related to the event organizer, if the event organizer rescinds the contract or if the event organizer lowers the participant headcount by more than 10% from the headcount number originally booked, then the event organizer will be obligated to compensate the following costs regardless of the circumstances:

Days prior to organized event	Cancellation fee
120 to 90 days	10% of the agreed revenue
60 to 89 days	30% of the agreed revenue
40 to 59 days	50% of the agreed revenue
20 to 39 days	70% of the agreed revenue
04 to 19 days	80% of the agreed revenue
03 days until arrival	100% of the agreed revenue

This provision will apply if, within 72 hours prior to arrival, the agreed service is reduced by more than 10% of the service that was originally booked. One-hundred percent (100%) of the agreed services will be charged thereafter.

If no other services (food and beverages) were yet agreed to with the event organizer, then the event organizer will nevertheless be required to pay the compensation in accordance with the aforementioned percentage figures on the basis of CHF 150 per person.

## 5 Prices

Any and all prices listed herein include the applicable value added tax. If the value added tax is increased after the contract is concluded, then the event organizer shall bear the effects of such increase and assume these additional costs. All prices are subject to change at any time. If payment is made using a credit card, then the credit card fee totaling 2% of the amount paid with the credit card shall also be charged.

## 6 Liability

Hotel Astoria Lucerne will be liable to the customer for any contractual or tortious injury or damages caused by the former's intentional or grossly negligent acts or omissions. The customer bears the burden of proving fault. Liability is disclaimed for any damages that are caused by mere negligence or are based on strict liability (irrespective of fault).

Hotel Astoria Lucerne disclaims any liability for theft or damage to property, clothing or materials brought onto the property by the event organizer, event speakers, event participants or third parties. The foregoing disclaimer also applies to any vehicles parked in the hotel parking lot.

The customer shall be liable to Hotel Astoria Lucerne for any and all damages and losses that were caused by the customer or his assistants, guests or participants, without Hotel Astoria Lucerne's having to prove that the customer was at fault. In any case, the tenant shall be liable for all damage to or crude defilement of the rooms, furnishings and the technical items.

If and to the extent that Hotel Astoria procures technical equipment or other services from third parties for the event organizer, then it does so

under the mandate and for the account of the event organizer. The event organizer agrees to indemnify us for all expenditures and uses that Hotel Astoria had to make to correctly execute the mandate, and agrees to release Hotel Astoria from any assumed liabilities. The event organizer will be liable for ensuring that the technical equipment rented pursuant to its mandate is handled with care and duly returned.

The event organizer shall be responsible for insuring the organized event and the materials that are brought onto the property. Hotel Astoria may demand proof of such insurance.

## 7 Media / Publications

Newspapers, magazines and other advertising (such as radio, television, Internet, etc.) that contain any references to organized events at Hotel Astoria Lucerne will require our prior written consent. Any item "ready for print" must be delivered to Hotel Astoria Lucerne, if images of us or our logos and/or other advertising materials are to be used. The unauthorized placement of posters is prohibited. The event organizer shall be responsible for paying all fines and fees connected with such unauthorized poster placement.

## 8 Rescission by Hotel Astoria Lucerne

If Hotel Astoria Lucerne has legitimate cause for concluding that the organized event or the arrangement would jeopardize the seamless business operation, security or reputation of the hotel operation, or if the event organizer does not comply with subsection 3.1 of these General Terms and Conditions, then Hotel Astoria Lucerne will be entitled at any time to rescind the reservation agreement without having to pay compensation. In any case, the event organizer may not enforce any compensatory damage claims against Hotel Astoria Lucerne.

## 9 Governing law and judicial forum

Your use of our facilities and hotel services must comply with national and local laws and regulations. All hospitality services (for example, extending the hours in the bar) must be confirmed and approved prior to the date of the event. Unless expressly agreed otherwise, you must obtain the necessary permits and approvals and pay for the corresponding costs (for example, royalties for the use of music rights, obligatory social security contributions for artists and others).

All reservation agreements, including general provisions and any addendum agreements, as well as contracts concluded on their basis, are governed exclusively by Swiss law. Exclusive jurisdiction and venue for adjudicating any and all differences arising from these General Terms and Conditions shall lie with the competent courts of Lucerne.

Any modifications to these General Terms and Conditions must be in writing.

Lucerne, 31 July 2017

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