

# General Terms & Conditions for the Hotel Accommodation Agreement

## I. Scope

1. These Terms & Conditions cover agreements on the renting of hotel rooms for accommodation purposes as well as all other products and services provided by the Hotel APART-HOTEL operated by HILTON, Elba II GmbH (hereinafter to be referred to as the "Hotel") to the Customer.
2. Any subletting or further letting of rented rooms as well as their use for non-accommodation purposes require the prior written approval of the Hotel.
3. Customer's terms and conditions shall only be applicable if they have been the subject of an express prior written agreement.

## II. Conclusion of an agreement, parties to the agreement and period of limitation

1. An agreement comes about through the acceptance of the Customer's booking request by the Hotel. The Hotel is free to confirm the booking in writing.
2. The parties to the agreement are the Hotel and the Customer. If a third party has booked on the Customer's behalf, then the third party together with the Customer shall be jointly and severally liable towards the Hotel for all obligations arising from the Hotel Accommodation Agreement.
3. All claims towards the Hotel are subject to a 6-month period of limitation after departure, unless longer periods are specified under mandatory legal provisions.

## III. Services, prices, payment and offset

1. The Hotel shall provide the rooms booked by the Customer and perform the agreed services.
2. The Customer undertakes to pay the prices of the Hotel that are applicable or which have been agreed for the renting of the rooms and for any further services used by the Customer. The same applies to any of the Hotel's services and expenses for third parties, where such services have been requested by the Customer.
3. The agreed prices are payable in Swiss francs and are inclusive of value added tax at the statutory rate applicable at the time.
4. Prices may be changed by the Hotel if the Customer subsequently requests changes to the number of booked rooms, to the service of the Hotel or to the length of stay of the guests and if the changes have been agreed by the Hotel.
5. The Customer undertakes to make an advance payment of 50% of the invoice total immediately upon a definitive booking / conclusion of an agreement and 50% two weeks prior to his/her arrival or event. If there are less than two weeks between the definitive booking / conclusion of the agreement and his/her arrival or event, then the full invoice total shall become due upon the definitive booking / conclusion of the agreement. Additional terms of payment and cancellation are possible depending of the size of the group. For individual bookings up to 9 rooms separate conditions apply as per booking confirmation.
6. Invoicing shall only be conducted *after* the stay or event if a specific prior written agreement has been concluded concerning terms of payment. Such invoices shall become payable upon receipt. The Hotel is entitled at any time to specify that outstanding debts should become due immediately and to request immediate payment. If the Customer fails to pay by the due date, then the Hotel is entitled to charge 5% p.a. interest in arrears.
7. No Invoices will be sent abroad.
8. The Customer may only offset or reduce claims of the Hotel against Customer's claims if the latter have been approved by the Hotel in writing or if such claims have been granted to the Customer through a non-appealable decision by a court of law.

## IV. Customer's rescission (cancellation) / non-use of the Hotel's services (No Show)

1. To cancel his or her agreement with the Hotel without incurring charges, the Customer requires the Hotel's written approval. If no such approval is provided, the price specified in the agreement shall become payable even if the Customer does not use the services specified in the agreement.

This provision does not apply if the Hotel has violated an essential contractual duty in such a way that the Customer can no longer be reasonably expected to continue under the agreement or if the Customer is entitled to some other statutory or contractual right of cancellation.

2. If a date has been agreed for free cancellation between the Hotel and the Customer for the agreement, then the Customer may cancel the agreement until that date without giving rise to payment or damage claims on the part of the Hotel. The Customer's right of cancellation lapses if he or she does not exercise this right towards the Hotel in writing by the agreed date.
3. If the customer is subject to a late cancellation or no-show charge, it is up to the hotel to request the contractually agreed payment, less a flat rate for the deduction of saved expenses. In such a case the Customer shall pay 100% of the contractually

agreed price for accommodation with or without breakfast and 90% for additional services.

The Customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

## V. Hotel's right of cancellation

1. If the parties have agreed on a Customer's free right of cancellation by a certain date, then the Hotel, in turn, shall be entitled to cancel the agreement during this period if it receives booking requests from other customers for the contractually booked rooms and if the Customer does not waive his or her right of cancellation when asked by the Hotel.
2. If the Customer fails to make an advance payment that has been either agreed or requested under clause III sub clause 5 (above), then the Hotel shall be entitled to cancel the agreement. In such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
3. The Hotel is entitled to affect cancellation of the agreement for objectively justified reasons, in cases such as the following:
  - If the fulfilment of the agreement is rendered impossible by force majeure or by other circumstances not within the responsibility of the Hotel;
  - if the booking of rooms was accompanied by misleading or incorrect statements of important facts, e.g. concerning the Customer as a person or the purpose of the stay; in such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
  - if the Hotel has justified reasons to assume that use of the hotel service may jeopardise the smooth running of the Hotel's operations, its safety or its public image in cases where this is not within the Hotel's power of control or organisational remit. In such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
  - if a violation of clause I subclause 2 (above) has occurred. In such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
4. If the Hotel cancels the agreement for a justified reason, then the Customer shall not be entitled to receive damage compensation.

## VI. Provision, hand-over and return of rooms

1. Unless otherwise agreed, the Customer acquires no claim to the provision of specific rooms.
2. Booked rooms shall be made available to the Customer from 2.00 pm on the agreed date of arrival. The Customer is not entitled to any earlier provision of rooms.
3. On the agreed date of departure rooms shall be vacated and made available to the Hotel by 12pm. Thereupon the Hotel may charge 50% of the full accommodation price (daily rate) until 6pm and 100% of this price after 6pm for the late vacation of the rooms and for use of the rooms in excess of the period specified in the agreement.
4. This shall not entitle the Customer to contractual claims. The Customer is free to prove that the Hotel incurred no claim or a substantially lower claim for a usage fee.

## VII. Liability of the Hotel

1. The Hotel shall use the diligence of a responsible business enterprise for commitments arising from the agreement. To the extent that such an exclusion is legally permissible, the Customer shall not be entitled to damage claims. This provision does not cover damage arising from injuries to life, limb or health in cases where the Hotel is responsible for a violation of duty as well as any other damage arising from a deliberate or grossly negligible violation of duty committed by the Hotel. If a violation of duty is committed by a representative or agent of the Hotel, then this shall be tantamount to a violation committed by the Hotel itself.

In the event of disruptions to or defects in the Hotel's services, the Hotel shall endeavour to remedy the situation upon gaining knowledge of the same or upon receiving a complaint from the Customer. The Customer shall do whatever can be reasonably expected in order to help remove the disruption and to keep the damage to a minimum.

2. The Hotel shall be liable within the legal provisions for any items brought into the Hotel by guests. The Hotel expressly excludes any liability for slight negligence.

## VIII. Final provisions

1. Changes or amendments to the agreement, to the acceptance of a booking request or to these Terms & Conditions for the Hotel Accommodation Agreement are only valid if they are made in writing. Unilateral changes and amendments are invalid.
2. The place of performance and payment shall be the Hotel's place of business.
3. This Agreement shall be subject to Swiss law.
4. The parties agree on Zurich, Switzerland, as the exclusive place of jurisdiction.