General terms and conditions
for seminars, events and hotel rooms
Hotel Sedartis, Thalwil

While we prefer the spoken word as a tool of communication, the ever increasing pace of business life prompts us to also put the rules guiding the guest/host relationship in writing.

1 Scope of the contract

These general terms and conditions govern the legal relationship between you and the Hotel Sedartis. The basis is the confirmed reservation/order or our offer, accepted and signed by you.

2 Option dates

Option dates (for offers, order confirmations, etc.) are binding for both parties. After expiration of the option period, use of the reserved rooms/accommodation automatically reverts to the Hotel Sedartis.

3 Cancellation

3.1 Cancellation or partial cancellation of events

We kindly ask you to inform us of significant modifications to your reservation in writing as soon as possible. If the reservation is completely cancelled, due to reasons for which we cannot be held responsible, the following annulation fees* are due:

- Cancellation 0 – 7 days before the event: 100 %
- Cancellation 8 – 14 days before the event: 75 %
- Cancellation 15 – 30 days before the event: 50 %
- Cancellation 31 – 60 days before the event: 25 %

* Subject to these annulation fees are all prior agreed upon services and products, such as room rentals, technical infrastructure, overnight stays as well as services by outside suppliers. For banquets, we charge a minimum of CHF 80.00 for food and beverages and CHF 50.00 for aperitifs per registered guest.

In case of the realization of a new equivalent event, within a period of six months after the annulation of the prior event, 50% of the paid annulation fee will be credited to the customer towards the costs of the new event (this does not apply for no-shows).
3.2 Cancellation of hotel reservations

If you have reserved a room without having guaranteed the reservation with a pre-payment or a credit card or by a reservation done by a business firm, we will keep the room(s) for you until 4 pm on the day of arrival. If you have not arrived by 4 pm, disposal of the room(s) will automatically revert to the Hotel Sedartis. In the case that your reservation has been guaranteed but you cannot make use of the reserved services, we ask you to cancel your reservation at the latest until 4 pm of the arrival date. In the case of late cancellation, no-show or late arrival, the first night of your reservation will be billed at 100% of the agreed upon room rate. In case of premature departure, the hotel must be notified at the latest until 8 pm on the day prior to departure. Departure must take place by 12 noon.

For reservations made through the online booking engine, the indicated respective reservations- and cancellations conditions apply.

For annulations of a number of 10 or more rooms for groups of 10 to 25 rooms the following applies:

- 0 – 7 days beforehand: 100 % of the lost room sales
- 8 – 14 days beforehand: 75 % of the lost room sales
- 15 – 30 days beforehand: 30 % of the lost room sales
  Charges for individual room cancellations as of 3 days or less before arrival are 100 %.

For annulations of a number of 10 or more rooms for groups of 25 or more rooms the following applies:

- 0 – 14 days beforehand: 100 % of the lost room sales
- 15 - 30 days beforehand: 75 % of the lost room sales
- 31 - 60 days beforehand: 30 % of the lost room sales
  Charges for individual room cancellations as of 3 days or less before arrival are 100 %.

4 Number of participants for events and seminar packages

Please inform us of the binding number of participants as early as possible, at the latest, however two days before the event (for functions without hotel rooms) or five days before the arrival for room bookings. Individual room annulations as of three days before the arrival date lead to 100 % annulation costs.
5 Payment conditions

We reserve the right to request partial or complete prepayment for reservations in advance.
For banquet events a prepayment in the minimum amount of CHF 80 x the number of registered guests plus the room rental is required. Due date is two months prior to the event.
For weddings two prepayments are requested:
The first prepayment in the amount of CHF 2'000 is due with the signing of the re-confirmation. This prepayment is for the definite booking of the banquet hall and is not refundable.
The second prepayment will be billed two months prior to your event:
• In case of the all-inclusive wedding package this amounts to the price of the package x 90% of the number of registered guests.
• In case of individual weddings this amounts to the fixed services (room rental, two hours of midnight supplemental charge, the amount of chair covers as well as the menu price x the number of registered guests.

For events where the billing address is abroad, we require a credit card number with expiry date as guarantee or, alternatively, 100 % payment in advance. This also applies to events booked from abroad.
Unless agreed otherwise, we will charge all incurred expenses at the end of the event or arrangement. The bill can be settled on the spot or within 15 days of the billing date (no deductions allowed).
Payments for events costing less than CHF 300 must be made immediately on the premises. For invoices sent abroad we will charge a fee of CHF 15 for banking fees.

6 Further conditions

6.1 Damages
Clients are liable to the Hotel Sedartis for damages and losses caused by them, their auxiliary personnel or participants, without the Hotel Sedartis having to prove fault. The Hotel Sedartis declines any and all responsibility for the theft or damage of materials brought in by the organizers, participants, speakers or third parties.

6.2 Fireworks
At festivities, wedding parties or other events it is not allowed to use fireworks, sky lanterns or any other similar objects in and around the hotel.

6.3 Fees concerning copyright
The lessee (client) of our event rooms acknowledges, that all fees concerning copyright which might be caused by his event have to be payed by him (i.e. SUISA Fee).

6.4 Applicable law and court of jurisdiction
For the legal relationship between you and the Hotel Sedartis, Swiss law is applicable. The nullity of individual provisions of the contractual relationship does not lead to nullity of the whole contract. Zurich is the agreed place of jurisdiction, but the Hotel Sedartis retains the option to take legal action at the defendant’s place of domicile.

Thalwil, January 2018