

## General terms and conditions

### Hotel Sedartis

#### 1 Scope of the contract

These General Terms and Conditions govern the legal relationship between you and Hotel Sedartis. The reservation / order confirmation or the offer signed by you for confirmation serves as the basis.

#### 2 Reservation dates

Reservation dates (offers, order confirmations, etc.) are binding for both parties. Hotel Sedartis may use the reserved premises / rooms at its own discretion after expiry of the reservation period.

#### 3 Cancellation

##### 3.1 Cancellation or partial cancellation of seminars

Cancellations must be communicated in writing. If the reservation is cancelled in its entirety through no fault of our own, the following cancellation costs are owed:

- 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%

In the event of a new staging of an equivalent event within six months of the cancellation, 50% of the cancellation costs will be credited to the customer towards the newly booked event costs, (this does not apply to no-shows).

##### Partial cancellation

We kindly ask you to inform us in writing of any major changes to your reservation.

Participant numbers with a deviation of 20% of the total number can be adjusted free of charge up to 3 days before the event.

Partial cancellations and adjustments can be notified free of charge up to 15 days before the event. After that, the following costs will be charged:

- Partial cancellations 2 – 0 days before the event: 100%
- Partial cancellations 15 – 3 days before the event: 50%

Participant numbers with a deviation of 20% of the total can be adjusted free of charge up to 3 days before the event. Later adjustments will be charged at 100%.

##### 3.2 Cancellation or adjustments of aperitifs & banquets

Cancellations must be communicated in writing. If the reservation is cancelled in its entirety through no fault of our own, a cancellation fee is owed:

The cancellation fee includes all agreed services such as room rental, technical infrastructure, third-party services, aperitif (flat rate CHF 40.00 per registered guest) and dinner (flat rate 100.00 per registered guest):

- 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%

## Adjustments

We kindly ask you to inform us in writing of any major changes to your reservation.

Participant numbers with a deviation of 20% of the total number can be adjusted free of charge up to 3 days before the event. Later adjustments will be charged at 100%.

### 3.3 Cancellation or partial cancellation of weddings

Cancellations must be communicated in writing. If the reservation is cancelled in its entirety through no fault of our own, the following cancellation costs are owed:

- The first deposit of CHF 2,000.00 is non-refundable

Furthermore, from the following deadlines onwards, all other agreed services (flat rates, room & space rental, F&B costs, chair covers and services of third parties, etc.) will be charged as follows, less the CHF 2,000.00 already mentioned:

- 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%

## Partial cancellations and adjustments

We kindly ask you to inform us in writing of any major changes to your reservation.

Participant numbers with a deviation of 20% of the total number can be adjusted free of charge up to 3 days before the event. Later adjustments will be charged at 100%.

### 3.4 Cancellation of individual room reservations

If you have reserved a room without guaranteeing the reservation by means of a prepayment, credit card or company, we will hold the room for you until 4pm on the day of arrival. If you do not show up by 4 pm, Hotel Sedartis may dispose of the room(s) at its own discretion.

If your reservation is guaranteed, your room will be reserved for you even after 4 pm.

A cancellation free of charge is possible until 4 pm the day before your arrival at the latest. In case of late cancellation, no-show or late arrival, the first night of your reservation will be charged at 100% of the agreed room rate. In the event of early departure, the hotel must be notified no later than 4 pm the day before.

For reservations made using the online booking engine, the respective reservation and cancellation conditions apply.

### 3.5 Cancellation of group reservations for rooms

In the event of a cancellation of 8 or more rooms for groups (from 8 to 19 rooms in total), the following applies:

- 0 – 7 days before: 100%
- 8 – 14 days before: 75%
- 15 – 30 days before: 30%

Single room cancellations from three days prior to arrival will result in a 100% cancellation fee.

In the event of a cancellation of 8 or more rooms for groups of 20 rooms or more, the following applies:

- 0 – 14 days before: 100% of the lost room turnover
- 15 – 30 days before: 75% of the lost room turnover

- 31 – 60 days before: 30% of the lost room turnover  
Single room cancellations from three days prior to arrival will result in a 100% cancellation fee.

### **3.6 Cancellation of table reservations in our restaurant**

Cancellation of your table reservation is possible at any time free of charge. From 6 persons, the deposit of a credit card is obligatory as a guarantee. In case of no-show, you will be charged CHF 30.00 per person on the deposited credit card.

## **4 Payment conditions**

We reserve the right to charge advance payments in whole or in part for room reservations and events.

We require an advance payment for events. The minimum advance payment is CHF 80.00 x the number of registered guests plus the hall rent and is due two months before the event.

For events with a billing address abroad, we require a 100% advance payment.

For weddings we require two advance payments:

The first advance payment of CHF 2,000 is due with the signed confirmation. This advance payment is considered a definitive hall booking and is non-refundable.

The second advance payment will be invoiced two months before the event.

- For the wedding flat rate, this amounts to the price of the flat rate x 90% of the number of registered guests.
- For individual weddings, this is the fixed services such as room hire, 2 hours midnight surcharge, chair covers as well as the menu price & a drinks flat rate (CHF 40.00) x number of registered guests.

Unless otherwise agreed, we will invoice you for the expenses incurred following the event or arrangement. You can settle the invoice on site or within 15 days of the invoice date.

Invoices for events with less than CHF 300 turnover are to be paid by the organiser directly on site.

## **5 Further conditions**

### **5.1 Damages**

Customers are liable to Hotel Sedartis for damage and loss caused by them or their assistants or participants, without Hotel Sedartis having to prove fault. Hotel Sedartis declines all liability for theft of and damage to materials brought in by organisers, participants, speakers or third parties.

### **5.2 Cancellations by the hotel**

In special cases, the hotel reserves the right to cancel the booked rooms and premises. The hotel is entitled to terminate the contract for reasons that are factually justified,

- if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract.
- If events and / or the provision of services have been booked under misleading or false statements of material facts.
- If the hotel has reasonable grounds to believe that the event and / or the provision of services may jeopardise the smooth operation of the business, the safety or the reputation of the hotel in public without this being attributable to the organisational sphere of the hotel.

In the event of a justified cancellation by the hotel, the customer shall have no claim to compensation.

### **5.3 Fireworks**

It is not permitted to use fireworks, sky lanterns or similar objects on the hotel premises during festive occasions, weddings or other events.

#### **5.4 Food and beverages**

All food and beverages are to be purchased exclusively from the hotel.

In special cases, a different written agreement may be made here. In such a case, the hotel is entitled to charge a service fee or corkage fee.

#### **5.5 Lost and found items**

Lost property will only be forwarded at the request, risk and expense of the guest. Otherwise, the items will be reused after a 12-month storage period. In the event of loss or damage to the forwarded items by the post office or if the items do not arrive on time, the hotel shall not be liable.

#### **5.6 Security**

We would like to point out that public areas are partially under video surveillance for your safety.

#### **5.7 Copyright fees**

Customers (tenants) of our seminar and event premises acknowledge that any copyright fees which may be incurred and may arise as a result of their event shall be compensated by them alone (e.g. SUIISA).

#### **5.8 Applicable law, place of jurisdiction**

Swiss law is applicable to the legal relationship between you and Hotel Sedartis. The invalidity of individual provisions of the contractual relationship shall not lead to the invalidity of the entire contract. Zurich is agreed as the place of jurisdiction, whereby Hotel Sedartis remains free to bring an action at the defendant's place of residence.

Thalwil, 1 September 2023