

General terms and conditions – Events

(hereinafter referred to as the “GTC”)

Last update: June 2021

I. Scope

These GTC apply to all goods and services supplied by the hotels of Giardino Group AG and Hotel Giardino SA (hereinafter referred to as the “Giardino Group”) in connection with the hire of conference, banqueting and event facilities and rooms for hosting events, banquets, meetings, etc. These GTC also govern all contracts for the licensing of at least ten hotel rooms – or at the hotel Giardino Lago of at least six hotel rooms – for occupation, also without hosting events. The services agreed between the organiser and the Giardino Group shall form the basis of the contract. These GTC form an integral part of the contract between the Giardino Group and the customer/organiser (hereinafter referred to as the “Customer”), and the Customer agrees unconditionally to the terms set out herein.

II. Conclusion of the contract and parties to the contract

A contract shall come into effect upon acceptance by the Customer of an offer made by the Giardino Group or one of its hotels. The hotel may, at its discretion, confirm the terms agreed in writing, or prepare a contract on the basis of the offer accepted. The parties to the contract shall be the Giardino Group and the Customer.

III. Services, prices and payment

Any function rooms reserved shall only be provided to the Customer for the purpose agreed in writing or on the dates and at the times agreed. Any use of function rooms beyond the period agreed requires the prior written consent of the Giardino Group.

Moreover, facilities, rooms, display cases, etc., may not be placed at the disposal of or hired to third parties without the prior written consent of the Giardino Group.

The Customer shall notify the number of persons attending the event/function no later than 96 hours prior to their arrival or the start of the event.

The Customer shall pay the price stipulated for the services agreed and any additional services used. The foregoing shall also apply to any services arranged by the Customer and expenditure incurred by the hotel in respect of a third party, including, but not limited to, any amounts due to societies

responsible for managing copyright on behalf of composers, authors, etc.

With respect to the amounts chargeable to the Customer and the organiser’s obligation to pay such amounts, it is immaterial whether there were fewer attendees at the event than the number stated in the reservation. Accordingly, charges shall be based on the guaranteed number of attendees. A moderate increase in the number of attendees compared to the guaranteed number shall be accepted, provided it is still possible to manage and run the event or function properly. In the event of any increase in numbers, charges shall be based on the number of persons actually attending the event.

Unless otherwise agreed, all prices shall be quoted in Swiss francs (CHF), including value added tax at the statutory rate applying at the time of the event. All invoices shall be issued in Swiss francs only. Any prices stated in euros shall be based on the exchange rate applying on the invoice date, as notified by our main bank (UBS).

The foregoing provisions shall also apply to any services arranged separately by the Giardino Group with external service providers in the name and on behalf of the Customer and which are also charged separately, and any related expenditure incurred by the Giardino Group. The Giardino Group shall charge an administration fee of not less than CHF 50, but not exceeding 15% of the costs applying to each contract. In the event that the entire event is paid by credit card, a 5% fee shall be charged on the total amount invoiced in respect of debts incurred.

In the event of any variation in the start or finish times for the event and the hotel agrees to such variations, the hotel shall be entitled to make a reasonable charge for additional services rendered, unless the changes concerned were due to the fault of the hotel.

If the period between making the reservation and performance of the contract exceeds six months, the Giardino Group shall be entitled to charge the prices currently applying, provided that it charges no more than 10% above the prices originally quoted.

The Giardino Group shall be entitled at any time to require an advance payment of up to 50% of the value of the services agreed. Unless otherwise agreed, any advance payment shall be due, without any prior payment reminder, no later than the date on which final written confirmation of the reservation is issued. Any transfer charges shall be borne by the Customer.

If any prepayment made by the Customer exceeds the package price actually charged, the difference shall be credited back to the (credit card) account used to make the prepayment. No cash payments or refunds to an account other than the account used for the prepayment shall be made under any circumstances.

If the amount shown on the invoice is still unpaid on the payment due date indicated, the Customer shall be deemed to be in default. In the event of default, the Giardino Group shall be entitled to charge default interest of 5%, as prescribed by law, from the date on which the amount owed falls overdue. Moreover, the Giardino Group reserves the right to demonstrate that it has suffered more substantial loss. The Customer shall only be entitled to offset or reduce amounts which are undisputed or have become final and non-appealable against any amounts owed to the Giardino Group.

In the event of overbooking, the Giardino Group shall provide alternative facilities nearby of at least equivalent standard.

IV. Technical equipment, connections, exhibits and decorations

In the event that the Customer instructs the Giardino Group to procure technical and other equipment under a finder's arrangement, the Giardino Group shall be deemed to be acting in the name and for the account of the Customer. The Customer shall be responsible for ensuring that such equipment is handled with care and duly returned. The Customer shall indemnify and hold Giardino Group harmless from and against any third-party claims arising out of or in connection with the use of such equipment.

The Customer shall be entitled to use their own telephone, fax and data transmission equipment with the prior written consent of the hotel. The hotel shall be entitled to charge a reasonable connection fee.

To avoid potential damage, the Customer shall make specific arrangements with the hotel before setting up or attaching any items.

V. Copyright and licences

The Customer shall notify the relevant authorities or societies in the event that any licence rights, copyright, moral rights or exploitation rights are affected by or used in connection with specific services or promotions and shall settle any fees/charges due in respect thereof directly.

The Giardino Group shall not have any responsibility or liability in respect thereof. See also section IX, paragraph 4.

Any newspaper advertisements or other promotional material, including parts thereof or in any revised form, which advertise events at individual Giardino Group hotels shall only be permitted with the express prior written consent of the Giardino Group. The Giardino Group reserves the right to grant the Customer a temporary licence to use its trademarks and logos, but the Customer shall have no right to the grant of any such licence.

VI. Loss or damage to personal property

In the event that Customers place any exhibits or other items (including personal property) in the function rooms or the hotel, they do so at their own risk. The hotel shall have no liability whatsoever for any loss or damage, except for loss or damage caused intentionally or through gross negligence on the part of the hotel.

VII. Food and drinks brought by the Customer

As a general principle, the Customer is not permitted to bring food and drinks to events/functions. Any exceptions shall be agreed in advance in writing with the Giardino Group, and in such circumstances a reasonable contribution to any overheads incurred shall be calculated.

VIII. Cancellation deadlines and charges, rescission of the contract and no-show

Rescission by the Customer (cancellation)

The event organiser only has a right to withdraw from the contract entered into with the hotel if this has been agreed in writing.

The event organiser is in all cases liable for payment of the contractually agreed room rental as per the below outlined penalties depending on the time of the cancellation, including services obtained from third parties, even if the event organiser does not utilise the services agreed in the contract or does not utilise them in full.

If a contractual cancellation date has been agreed in writing between the hotel and the event organiser, the customer may withdraw from the contract up to this date without triggering any claims for payment or compensation. The customer's right of cancellation is void if it is not exercised by the agreed date. The date on which the cancellation is received by the hotel is decisive for determining whether the cancellation has been

made on time. The event organiser must cancel in writing.

Use of the room and facilities, infrastructure, technical equipment, staff, etc.

- 10% of the value of the contract upon conclusion of the contract and not less than 120 days prior to the date of arrival or the event
- 25% of the value of the contract 119 to 90 days prior to the date of arrival or the event
- 40% of the value of the contract 89 to 60 days prior to the date of arrival or the event
- 60% of the value of the contract 59 to 30 days prior to the date of arrival or the event
- 80% of the value of the contract 29 to 10 days prior to the date of arrival or the event
- 90% of the value of the contract 9 to 4 days prior to the date of arrival or the event
- Thereafter, 100% of the value of the contract

Hospitality/F&B

- 10% of the hospitality charges upon conclusion of the contract and not less than 60 days prior to the date of arrival or the event
- 25% of the value of hospitality charges 59 to 40 days prior to the date of arrival or the event
- 40% of the value of hospitality charges 39 to 20 days prior to the date of arrival or the event
- 60% of the value of hospitality charges 19 to 10 days prior to the date of arrival or the event
- 80% of the value of hospitality charges 9 to 4 days prior to the date of arrival or the event
- Thereafter, 100% of the hospitality charges

The terms may be varied by the Giardino Group to suit the size of the event and will be shown separately in the quote/confirmation of reservation. If the hospitality charges have not yet been specified at the time of cancellation, a charge of CHF 15 per person for drinks receptions and CHF 75 per person for other catering services shall be used as a basis for calculation.

Rescission by the Giardino Group

In the event that any prepayment agreed or required under section III above remains unpaid after a reasonable extension of time granted by the Giardino Group, the Giardino Group shall be entitled to rescind the contract.

Furthermore, the Giardino Group shall be entitled to rescind the contract on objectively justifiable grounds, for example if

- an event of force majeure or any other circumstances not attributable to the Giardino Group render it impossible or impracticable to perform the contract;
- the Customer varies relevant components of the contract after the contract is concluded but before the services are used, with the result that it is no longer possible to hire out the room(s) reserved on an economically viable basis or as originally stipulated;
- events are booked by providing misleading or false information with regard to material facts (e.g. the identity of the Customer or the intended purpose);
- the Giardino Group has good cause to believe that the event may prejudice the effective operation of the hotel, its security or public image;
- the written consent of the acceptance of the data privacy statement is denied by a participant who has a booking of a room.

Upon the occurrence of any of the aforementioned events, the Giardino Group shall be entitled to rescind the contract immediately without notice, and the Customer shall have no right to any compensation.

The hotel can withdraw from the contract if the current Covid-19 situation causes that the hotel cannot be operated profitably or only to a limited extent. The hotel also reserves the right to adapt the hotel concept to the current situation.

IX. Liability

If the Customer is not the organiser of the event, or the Customer has appointed an agent or organiser on a commercial basis, the Customer and the agent/organiser shall be jointly and severally liable in respect of all obligations owed under the contract.

The management of the Giardino Group will endeavour to remedy any faults or failings in the services as soon as it becomes aware of the same, or upon immediate notification thereof by the Customer. The Customer shall afford such assistance as may reasonably be required to remedy the fault or failure and to mitigate any loss or damage and shall inform

the Giardino Group immediately of any faults, or any loss or damage suffered.

The Customer shall be liable for any loss and damage caused by the Customer's guests or staff, or any agents appointed by the Customer. The Giardino Group may require the Customer to take out appropriate insurance cover.

No decorations or other items may be hung, erected, attached or displayed without the prior consent of the management of the relevant Giardino Group hotel. The Customer represents and warrants that any decorations, for example, shall comply with health and safety regulations and police guidelines, including, but not limited to, fire safety requirements.

In accordance with statutory provisions, the Giardino Group shall only be liable for loss or damage to personal property caused intentionally or through gross negligence. The Giardino Group shall only be vicariously liable for the acts and omissions of others in the event of fault on the part of the third party concerned.

In particular, the liability of the Giardino Group in respect of third-party and indirect loss and damage shall be expressly limited to the coverage available under the hotel's public liability insurance policy. Any further liability is expressly excluded. The Giardino Group shall only be liable in respect of valuables and cash that are kept in the room safe (subject to a maximum of CHF 20,000) or deposited at reception in exchange for a receipt. The Giardino Group shall not be liable for any loss or damage caused by an event of force majeure.

The Giardino Group shall not be liable for any loss, destruction or damage unless the Customer notifies it immediately in writing upon becoming aware of the same.

The provision of parking space(s) to the Customer in the hotel garage or hotel car park shall not be construed as creating any contract with regard to safekeeping, even if a parking charge is levied. The Giardino Group shall not be liable for the disappearance or damage of any vehicles belonging to guests which are parked or moved on hotel premises or any items contained therein, unless such disappearance or damage is caused intentionally or through gross negligence.

Any messages, post and merchandise delivered for the Customer and the Customer's guests shall be treated with care. The Giardino Group shall deliver, store and, upon request, forward such items (subject to a charge). There shall be no right to claim compensation or damages, unless the loss or damage suffered was caused intentionally or through gross negligence, or to make claims in respect of third-party or indirect loss or damage.

X. Concluding provisions

Depending on the hotel/restaurant in which the event/function was booked, the place in which the registered office of the Giardino Group is located shall be the place of performance and payment. If any provision or provisions of these GTC governing events and functions are invalid or unenforceable, such invalid or unenforceable provision(s) shall not affect the remaining provisions hereof. Except as otherwise provided herein, statutory provisions shall apply. The legal relationship between the Customer and the Giardino Group shall be governed by and construed exclusively in accordance with substantive Swiss law. All of the provisions of the Swiss Federal Act on International Private Law (*Bundesgesetz über das Internationale Privatrecht – IPGR*) and any bilateral and multilateral agreements that may apply are hereby excluded.

Camera surveillance

For security reasons, parts of the hotel facilities are monitored with cameras. This is for your and our safety. The data is erased on a regular basis and not transferred to any third parties.