

General Terms and Conditions of Business (GTB)

1. Object of agreement

These terms and conditions apply to the provision of hotel rooms, seminar and meeting rooms, conference facilities, banquet rooms, caterings and all other customer-related services by the APART AG. The APART AG comprises the APARTHOTEL Rotkreuz and the APART restaurant.

2. Reservation

Reservation contracts and any amendments to these relating to services to be provided by the APART AG will become valid when the customer accepts the Hotel's firm offer in writing.

3. Programme and number of participants

3.1 The customer will send the APART AG not later than 14 days prior to the event full details of the schedule, instructions regarding room furnishing and desired infrastructure, together with all the information the APART AG needs to ensure the smooth running of the event.

3.2 The customer will inform the APART AG of the exact number of participants no later than 5 workdays prior to the beginning of the event (counts as the basis for the final bill).

3.3 The customer is obliged to inform the APART AG in writing 2 workdays prior to the check-in of the definite number of guests for hotel rooms booked (for groups of 10 or more), including their personal details, and 5 days prior to the event in the case of gastronomy services.

4. Cancellation of reservation

Conferences / Meetings / Banquets

4.1. Cancellations of reservations relating to seminars, conferences, meetings, lectures, banquets and events must be communicated to the APART AG in writing. This also applies to section 3. In the event of a complete withdrawal of the booking, involving no breach of duty on the part of the Hotel, the customer will be liable for payment of the following flat rate cancellation fees:

15 – 20 days before the event: 50%

3 – 14 days before the event: 75%

0 – 2 days before the event: 100%

Cancellations received 21 days prior to the confirmed reservation date are free of charge.

4.2. In the event that the APART AG has reasonable grounds to believe that the event or the booking might jeopardise the smooth running of the Hotel's operations, the safety or the reputation of the APART AG, the Hotel is entitled to withdraw from the booking at any time without compensation to the customer.

Hotel rooms

4.3. If the customer withdraws from the booking after 11.00 o'clock (CET) one day prior to the confirmed arrival date, the full cost of the first night will be charged. Cancellations of room bookings received by 11.00 o'clock (CET) one day prior to the confirmed arrival date are free of charge.

4.4. For cancellations of groups of room contingents of more than 10 hotel rooms, the following conditions apply:

0 – 10 days before: 100% of the agreed total price

11 – 14 days before: 75% of the agreed total price

15 – 30 days before: 50% of the agreed total price (this is due as a down payment 30 days before the agreed date of arrival)

Cancellations of room bookings of groups of 10 or more people received 31 days prior to the confirmed arrival date are free of charge.

5. Internet / Internet pages

All the particulars published on the Internet (prices, online calculations, reservations etc.) shall be subject to change. The APART AG shall not assume any liability for Internet errors, damage caused by third parties, imported data of all kinds, in particular viruses, worms, Trojan horses and other malware. A fault-free functioning of the hardware and software cannot be guaranteed. The Internet pages can contain technical inaccuracies or typographical errors. The APART AG shall in no case be liable for any damage, be it direct, indirect, special or other consequential, which shall result from the use of the APART AG Internet pages or any Internet page linked to them. Any liability for loss of earnings, interruption of operations, loss of programs or other data in customers' information systems shall also be ruled out.

This shall also apply even if the attention of the APART AG has expressly been drawn to the possibility of such damage. Cookies are data elements, which an Internet page can transmit to the browser in order to enhance the performance of database-supported systems. The browser can be set in such way that it signals the receipt

of cookies. It can thus then be decided whether the same will be accepted or not. In principle, no personal data will be left behind when visiting the Internet pages of the APART AG. However, name and/or address data will be required in individual cases.

The need for such personal information will be pointed out especially in each case. The APART AG reserves the right to change or update the information on its Internet pages at any time and without prior notice. This shall also apply to improvements and/or changes to the products or programmes described on these Internet pages.

6. Data use

Personal and address data, which the APART AG collects in connection with the rendering of a service, can be used by the APART AG for advertising purposes.

7. Liability

The APART AG undertakes to the customer to render the services pursuant to the contract, these present GTBs and the other contractual terms with due care. The APART AG shall be liable only in case of intentional or grossly negligent contractual or extra-contractual damage. The proof of fault shall be incumbent on the customer. Any further liability (slight, medium negligence; liability for the consequences) shall be ruled out. The Hotel declines obligation towards the guest, within the framework of the law, for damages caused by minor or medium negligence and is liable solely in cases of intentional or gross negligence.

Should disruptions or shortcomings in the services provided by the hotel be brought to notice by the guest, these will be dealt with by the hotel appropriately. Should the guest fail to notify the hotel promptly of such a shortcoming, there will be no entitlement to a reduction in the previously agreed charges.

For property brought to the hotel by the guest, the Hotel will assume responsibility within the provisions of Swiss law: that is up to a limit of CHF 1000. The hotel declines liability in cases of minor or medium negligence. In cases where valuables (jewellery etc), cash or securities are not given to the hotel for safekeeping, liability by the hotel is explicitly excluded within the framework of existing legislation.

Should damages incurred by a guest not be notified to the Hotel immediately, then all claims will be rendered invalid. The Hotel is in no way responsible for services which it has merely arranged on behalf of the guest. The Hotel declines any responsibility for theft and damages caused by materials introduced by a third party.

8. Vouchers

The APART AG sells its gift vouchers solely in Switzerland. They represent sums of money which can be used to purchase the services of the APART AG, with the exception of services of the fitness centre, which is not run by the APART AG. Exchange or payment in cash of gift vouchers is not possible.

9. Terms of payment

The customer undertakes to pay the amount invoiced by the due date stated on the invoice form. In the case of small invoice amounts, the APART AG shall be entitled to postpone the invoicing. Objections to an invoice are to be lodged in writing and stating the reasons within 10 days.

If the customer does not meet his obligation to pay within the period for payment, then, upon the expiry of this period, they shall be in default and shall have to pay interest on arrears of 5% without any further notice. If the payment is not made even after a second reminder, the APART AG shall be entitled to suspend all services to the customer without any further notification. The APART AG reserves the right to request payment in advance in whole or in part for services. For events with a foreign invoice address, the APART AG will ask the customer for their credit card number with the expiry date and the card verification code (CVC) or 100% payment in advance as a guarantee. This shall also apply to events that are booked from abroad. Agreements worded differently between the customer and the APART AG shall remain reserved.

Unless otherwise agreed, the APART AG will invoice the customer for all services and charges at the close of the event.

10. Further provisions

10.1 In the absence of any other written agreement, the customer is obliged to obtain all foodstuffs and beverages from the APART AG.

10.2 An extension of an evening event will only be possible by prior agreement with APART AG. Should the proposed length of the event exceed the local police closing time, the customer is obliged to contact the APART AG as soon as possible in order for the necessary permit to be obtained and any other necessary arrangements to be made.

10.3 Damage: customers are liable for damage or loss caused to the APART AG by their representatives or participants with no obligation of proof on the part of the APART AG. The Hotel declines responsibility for theft and damage to property belonging to the organiser, participants, speakers or third parties.

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10.4 Insurance cover for the event and for the material brought for the event is the responsibility of the organiser. The APART AG is entitled to demand proof of insurance cover.

10.5 Court of Jurisdiction: the Swiss Legal Code is solely applicable. The court of jurisdiction for any claims resulting from these Terms and Conditions shall be Risch/Rotkreuz.

10.6 Any amendments to the Terms and Conditions must be made in writing.

APART AG, Hotel Restaurant Bar, April 2022