

# General Terms and Conditions of Business

## 1 Reservations

The reservation agreement and any amendments to it affecting the services provided by the UTO KULM Hotel are binding once they have been confirmed by the hotel and acknowledged in writing by the customer.

## 2 Number of participants

The number of participants is stated in the reservation agreement. Any variation of more than 20 % must be reported in writing at least 30 days before the date of the event. If changes are communicated later than 30 days in advance, the terms of Section 3.1. apply:

Note: The final number of participants must be reported in writing at least 48 hours before the event. Charges are based on this number of participants. For guests who do not arrive on the day of the event, the full amount will be charged minus a deduction of 5%.

## 3 Cancellation of reservation

- 3.1 If events for which confirmed reservations have been made are cancelled less than 60 days before the date of the event, the following cancellation charges apply:

Cancellation period / No. of day before the event	UTO KULM Hotel cancellation fee
60 to 31 days before the event	25 % of the cost or min. CHF 20 p. p.
30 days to 11 days before the event	50 % of the cost or min. CHF 35 p. p.
10 days to 1 day before the event	75 % of the cost or min. CHF 50 p. p.
Cancellation on the day of the event	100 % of the cost or min. CHF 80 p. p.

- 3.2 In the case of bookings for 40 people or more (private) or 100 people or more (corporate), the UTO KULM Hotel will request an appropriate deposit. If a definitely confirmed event was cancelled, the following terms apply.

Time of cancellation	UTO KULM Hotel cancellation fee
Up to 2 month before the event	The deposit is refunded in full
2 month or less before the event	The deposit is not refunded

- 3.3 Cancellation of individual hotel rooms (up to 10 % of the hotel rooms booked) is free of charge up to 48 hours before the event. If rooms are cancelled later than this, or if a guest fails to arrive, the customer will be charged the price of one night's accommodation. Cancellation at short notice (2–29 days before the event) of more than 10 % of the hotel rooms will result in a charge of CHF 100 per room.
- 3.4 Extra rooms can be cancelled free of charge up to 30 days before the date of the event. In case of later cancellation, costs will be invoiced in full.

- 3.5 If the UTO KULM Hotel has good reason to believe that the event will put at risk the smooth operation of its business, or the security or reputation of the company, it is entitled to cancel the reservation agreement at any time without compensation.

## 4 Liability

The UTO KULM Hotel accepts liability only in the event of contractual or non-contractual losses caused by intentional or gross negligence. The burden of proof rests with the guest, and all other liability (slight or ordinary negligence; causal liability) is excluded.

## 5 Other conditions

- 5.1 The customer must purchase all catering services from the UTO KULM Hotel.
- 5.2 The hotel reserves the right to make room changes, provided this is acceptable to the event organiser and in the interests of the hotel.
- 5.3 Any advertisements in the media (including newspapers, radio, television, Internet) stating that an event is taking place at the UTO KULM require written permission in advance from the UTO KULM Hotel.
- 5.4 Any extensions to events beyond midnight are only possible with prior agreement. This is subject to any necessary licences.
- 5.5 Customers are liable for all damage or losses caused by them or their guests, without the UTO KULM Hotel having to prove that the guest was at fault. The UTO KULM Hotel accepts no liability for any items, clothing or materials brought in by the guest, event organiser, speakers or third parties.
- 5.6 Event organisers can dispose of materials at the hotel after holding an event there. The hotel reserves the right to levy a disposal charge if there is a large volume of waste.
- 5.7 In the case of events (with or without accommodation), the event organiser is responsible for arranging all necessary insurance policies (especially for items brought on to the premises). The UTO KULM Hotel is entitled to request evidence of these insurance policies.
- 5.8 Terms of payment: The UTO KULM Hotel is entitled to request a deposit amounting to part or all of the total value of the reservation, especially in the case of large events or where the customer is not the same person as the event organiser. Unless otherwise agreed, the UTO KULM Hotel will invoice the customer after the event. Invoices are payable within 15 days of the date of invoice.
- 5.9 Applicable law/place of jurisdiction: Swiss law is exclusively applicable. Place of jurisdiction: Zurich.
- 5.10 Any amendments to these Terms and Conditions of Business must be made in writing.