

General terms and conditions

for seminars, events and hotel rooms

Hotel Excelsior

We actually prefer the spoken word as a tool of communication. However, the ever increasing pace of business life forces 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 Excelsior. The reservation/contract confirmation or the offer confirmed by your signature serves as the basis.

2 Option dates

Option dates (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 Excelsior.

3 Cancellation

3.1 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, we reserve the right to invoice you the following cancellation charges for the reserved services:

- Cancellation 0 – 2 days before the event: 100 %
- Cancellation 3 – 14 days before the event: 75 %
- Cancellation 15 – 30 days before the event: 50 %
- Cancellation 31 – 60 days before the event: 25 %

If you cancel an event, we will endeavour to replace it with another. Should a comparable event be staged by a third party, you will only be liable for reorganization compensation (menu costs) of 10 – 20% (depending on the cancellation period).

Should you organize an event on the originally agreed scale with us within one year, we will credit you with 80% of the cancellation costs.

3.2 Partial cancellation of events

For partial cancellations of events whose cost exceeds a confirmed amount of CHF 1'000 (amount without cancellation fees), the conditions listed under paragraph 3.1 apply.

Example	Cancelled amount CHF 200	no cancellation fees
	Cancelled amount CHF 2'000	partial cancellation 10 days before event
	Calculation	CHF 2'000 – CHF 1'000 = CHF 1'000, 75 % of 1'000 = CHF 750

3.3 Cancellation of hotel reservations

Cancellations up to 21 days before the arrival date are cost-free. For cancellations at short notice, late arrival or early departure, overnight stays will be charged for the agreed duration. The following again applies: Should we be able to re-let the room(s), we would, as a matter of course, abstain from billing.

Reservations made through our online booking engine must be guaranteed by credit card and can be cancelled without penalty up to 24 hours before arrival. If you give us incorrect credit card details, we will be obliged to cancel your reservation, even if you have automatically received a reservation confirmation.

The following is applicable for groups of more than 10 people:

- 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 (due 30 days before the arrival date as advance payment)

4 Number of participants for events and seminar packages

Please inform us of the binding participant count as early as possible, at the latest, however, two days before the event (for functions without hotel rooms) or 5 days before the arrival date for room bookings. Short-notice differences may result in costs.

As a calculation basis, a billing tolerance of 5% is applicable in case of differences.

Example	People announced	40
	People present	37
	Calculation tolerance	40 – 5% (2 people) = 38 people

5 Payment conditions

We reserve the right to demand partial or complete payment for reservations in advance. 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 expenses incurred at the end of the event or arrangement. The bill can be settled on the spot or within 10 days of the billing date (no deductions allowed).

Payments for events costing less than CHF 300 must be made immediately, otherwise an administration fee of CHF 20 will be charged.

6 Other conditions

6.1 Damages

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

6.2 Applicable law and court of jurisdiction

For the legal relationship between you and the Hotel Excelsior, 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 Excelsior retains the option to take legal action at the defendant's place of domicile.

Arosa, November 2007