PARK INN HOTELS
GENERAL TERMS OF BUSINESS

FOR HIRING OF SEMINAR AND CONFERENCE PREMISES AND HOTEL ROOMS

1 SCOPE OF THE GENERAL TERMS OF BUSINESS

The scope of these General Terms of Business is the provision of seminar and conference premises and hotel rooms and other services required for the event in question which are to be provided by the Park Inn Hotel.

2 OBLIGATIONS OF THE ORDERING PARTY

2.1 Number of participants

2.1.1 Seminar and conference premises

The ordering party and the Park Inn Hotel agree in the Event Confirmation upon the number of participants contemplated *(Agreed Number of Participants).*

The ordering party will inform the Park Inn Hotel of the fixed number of participants not later than four (4) days before the event *(Fixed Number of Participants)*.

If the fixed number of participants is lower than the agreed number of participants, the invoice amount will be calculated on the basis of the fixed number of participants but on the basis of at least 80% of the agreed number of participants.

If the actual number of participants at the event is lower than the fixed number of participants, the invoice amount will be calculated on the basis of the fixed number of participants.

2.1.2 Hotel rooms

The ordering party and the Park Inn Hotel agree in the Event Confirmation upon the number of hotel rooms required *(Agreed Number of Rooms)*.

The ordering party will inform the Park Inn Hotel of the fixed number of hotel rooms required not later than seven *(7)* days before the event *(Fixed Number of Rooms).*

If the fixed number of rooms is lower than the agreed number of rooms, Park Inn Hotel has the rights to charge 80% of the non required number of rooms.

If the actual number of rooms required is lower than the fixed number of rooms, the invoice amount will be calculated on the basis of the fixed number of rooms.

2.1.3 Should the fixed number of participants or the fixed number of rooms fail to be communicated by the deadline, the number stated din the Event Confirmation will be deemed to be fixed.

2.2 Conditions of payment

The invoice amount is payable without any discount within the (10) days after issuance of the invoice. The Park Inn Hotel is entitled to demand 50% of the estimated invoice amount as prepayment upon signature of the Event Confirmation.

Should the ordering party's registered offices / domicile be abroad, up to 100% of the estimated invoice amount will be asked as prepayment. The final settling up takes place upon checking out.

2.3 Liability for payment

If the ordering party is not also the organiser of the event, the organiser of the event must also sign the Event Confirmation and is also considered to be the ordering party vis-à-vis the Park Inn Hotel. In particular, the organiser of the event is jointly and severally liable with the ordering party for the full invoice amount. This liability extends to additional services purchased by the participants at the event, unless direct payment has been expressly agreed.

2.4 Cancellation by the ordering party

If the event is cancelled for reasons which rest with the ordering party, the ordering party is obliged to reimburse the following costs:

2.4.1 For the reservation of seminar and conference premises

- Up to 15 days before the start of the event: no charge

- From the 14th day and up to the 8th day before the start of the event: 50% of the estimated lost invoice amount (as per the Event Confirmation).
- From the 7th day before the start of the event: 80% of the estimated invoice amount (as per the Event Confirmation or as per the fixed number of participants).

2.4.2 For the reservation of hotel rooms in groups of 10 – 30 rooms

- Up to 15 days before the day of arrival: no charge
- From the 14th day and up to the 8th day before day of arrival: 50% of the price of the cancelled rooms
- From the 7th day before the day of arrival: 80% of the price of the cancelled rooms

2.4.3 For the reservation of hotel rooms in groups of more than 30 rooms

- Up to 29 days before the day of arrival: no charge
- From the 28th day and up to the 15th day before the day of arrival: 20% of the price of the cancelled rooms
- From the 14th day and up to the 8th day before the day of arrival: 50% of the price of the cancelled rooms
- From the 7th day before the day of arrival: 80% of the price of the cancelled rooms

2.4.4 For the reservation of less than 10 rooms

For the reservation of less than 10 rooms, cancellations can be made free of charge until 12.00 noon on the day of arrival. If a cancellation is made after this time, 80% of the price of the cancelled rooms will be invoiced.

3 PROVISIONS IN THE EVENT OF A VARIATION IN THE NUMBER OF PARTICIPANTS

The Park Inn Zurich Airport is entitled, in the event of variations of more than 10% in the number of participants, to change the seminar and conference premises for the event in accordance with the modified number of participants. Any additional costs of third parties arising as a result will be charged to the ordering party.

4 START AND END OF THE EVENT

The start and end of the event are specified in the Event Confirmation. Subsequent amendment to the agreed times must be approved by the Park Inn Hotel.

5 OPTION DATES

Option dates are binding for both parties. The Park Inn Hotel is entitled to dispose of the reserved seminar and conference premises as well as hotel rooms automatically following the expiry of the option dates..

6 CHECK IN & CHECK OUT

The check in time is 3.00 pm

Hotel rooms must be vacated by 12.00 noon. Later check out must be arranged with the Park Inn Hotel on the day prior to departure at the latest. In case of a check out between 12.00 noon and 6.00 am, there will be a charge of CHF 69.--. In case of a check out after 6.00 pm, the full amount of the overnight will be charged.

7 LIABILITY FOR DAMAGE

7.1 Loss and Damage

The ordering party is liable for loss and damage caused by its employees and / or participants at events.

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7.2 Use of decoration materials

No additional decoration materials may be used without the express consent of the Park Inn Hotel. The ordering party is responsible for ensuring that any decoration material used with the consent of the Park Inn Hotel complies with fire regulations. Liability regarding the fire authorities rests with the ordering party. Decoration material brought by the ordering party must be removed after the event has ended. Decoration material which has not been removed will be disposed by the Park Inn Hotel at the ordering party's expenses.

7.3 Disclaimer in respect of liability for items brought in

The Park Inn Hotel disclaims all liability for loss or damage to items brought in by the ordering party, or by the participants at the event.

8 REIMBURSEMENT OF OUTLAYS

If the Park Inn Hotel procures technical equipment or other services provided by third parties for the ordering party, this will be undertaken on the instruction of and on account of the ordering party. The ordering party undertakes to reimburse the Park Inn Hotel for outlay and expenditure which the Park Inn Hotel has undertaken in the proper execution of instructions, and to release the Park Inn Hotel from any liability in this connection. The ordering party is liable for the careful handling and proper return of technical equipment hired on this instructions.

9 GUARANTEE

Failure of technical equipment made available by the Park Inn Hotel will be immediately dealt with by the technical staff of the Park Inn Hotel and there is therefore no entitlement to any reduction of the invoice amount. If a fault cannot be repaired, the invoice amount will be reduced by the amount of the hire price of the technical equipment. Any further claims are expressly excluded..

10 FOOD AND BEVERAGES

Food and beverages are in principle to be purchased from the Park Inn Hotel. As an exception, and with the consent of the Park Inn Hotel, the ordering party may hand the catering over to a third party. In this cases the Park Inn Hotel is entitled to charge a service free and corkage fee. The service fee and the corkage fee will be subject to a separate agreement. By swiss law, the pouring of alcoholic beverages is prohibited on the motorway area.

11 CANCELLATION BY THE HOTEL

In the event of force majored, or upon an order issued by authorities, or in the event of non-payment of the prepayment (see paragraph 2.2), the Park Inn Hotel is entitled to withdraw from the contract without compensation.

12 JURISDICTION AND APPLICABLE LAW

Swiss law is exclusively applicable to the present contract.
The place of jurisdiction is Zug, Switzerland.

The Rezidor Group AG, 13 December 2012