

## GENERAL TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and Luzern Süd GmbH, St. Niklausenstrasse 105, CH – 6047 Kastanienbaum below called Tailormade Hotel IDEA Spreitenbach (Grabäckerstrasse 58, CH – 8957 Spreitenbach).

### 1. General provisions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of hotel rooms, as well as to all other related services and deliveries of the Tailormade Hotel IDEA Spreitenbach to its customers. All offers of the Tailormade Hotel IDEA Spreitenbach are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an expressly written agreement between the parties.

### 2. Reservations

#### 2.1 Offers

The acceptance period for offers from the hotels is 7 days, unless a different period has been agreed on. After that the Tailormade Hotel IDEA Spreitenbach is no longer bound by the offer. The Hotel reserves the right to withdraw from an offer for good cause prior to the expiration of the acceptance period.

#### 2.2 Options

Options are binding for both parties during the agreed option period. At the end of the option period, the Tailormade Hotel IDEA Spreitenbach reserves the right to dispose of the reserved data and services.

#### 2.3 Confirmation and conclusion of contract

A contract is concluded between the customer and the Tailormade Hotel IDEA Spreitenbach if

- a) an offer of the hotel has been reconfirmed in written form by the customer or
- b) an enquiry from the customer has been confirmed in written form by the hotel, or
- c) a booking has been made directly at the Tailormade Hotel IDEA Spreitenbach by telephone, e-mail, via the hotel's own homepage or another booking platform.

### 2.4 Modifications of bookings

Changes to the content of the contract are only binding once they have been confirmed in written form by the hotel or corresponding booking platform.

### 3. Booking via tour operators

For bookings made via a tour operator, the GTC of the respective tour operator apply.

### 4. Cancellation conditions

#### 4.1 Individual reservations

The following cancellation conditions apply to direct bookings made on the hotel's own website or by telephone or e-mail directly at the hotel.

##### 4.1.1. Best daily rate

Cancellation of the room reservation is possible free of charge until 2 pm on the day of arrival. In the event of later cancellation or early departure, the agreed room rate for the entire stay will be charged.

##### 4.1.2 Non-refundable rate

This rate is not cancellable and not refundable and must be paid in full at the time of booking. The following credit cards are valid as a guarantee for a room reservation: Visa, American Express, Mastercard.

## 4.2 Group reservations

In the case of a group reservation, 10 % of the rooms can be cancelled up to 48 hours before the arrival with definite execution. In case of exceeding 10 % or in case of total cancellation, the following cancellation conditions apply:

### 4.2.1 Group reservations of 10 rooms or more

Cancellation up to 28 days before arrival	Free of charge
Cancellation 27 to 14 days before arrival	50 % of the confirmed total amount
Cancellation 13 to 7 days before arrival	80 % of the confirmed total amount
Cancellation less than 7 days before arrival	100 % of the confirmed total amount

Further cancellations or shortening of the stay will be charged at 100 %.

## 5. Unavailability

Should it not be possible for the Tailormade Hotel IDEA Spreitenbach to provide the customer with a room of the same value as reserved for unexpected reasons, the customer will be accommodated in a room of the next higher category. If no room is available at the Tailormade Hotel IDEA Spreitenbach, the Tailormade Hotel IDEA Spreitenbach will arrange for a substitute room of at least equal value at another hotel. Furthermore, the Tailormade Hotel IDEA Spreitenbach will cover the costs for the transportation including the luggage and a phone call so that the customer can announce his new address.

## 6. Costs in case of no-show

Reservations are normally considered definite when confirmed by Tailormade Hotel IDEA Spreitenbach. In the event of a no-show, the customer will be charged 100 % of the total amount of the booked stay.

## 7. Payment conditions

### 7.1 Best daily rate

Payment on arrival in cash or by credit card.

### 7.2 Non-refundable rate

Payment in advance by credit card.

### 7.3 Deposit group reservations

The basis for calculating the down payment for the stay is the calculated total amount of a booking as contractually agreed in advance. Unless otherwise agreed, the following deposits are due:

- 10 % deposit upon signing the contract and
- 90 % deposit after the free cancellation period cancellation period (according to point 4.2).
- Customers domiciled or resident abroad must pay a deposit of 100 %.

The down payment will be deducted from the total amount in the cases of clauses 5 and 6 of these GTC.

If the customer is in default with the payment of the deposit, the hotel is entitled to withdraw from the contract in accordance with section 9 of these terms and conditions.

### 7.4 Payment

Payment of the hotel bill is generally the responsibility of the customer. If the costs of the stay are covered by a company, a written confirmation with the billing address of the company registered in the trade register and a contact person or a company credit card is required for debiting. A detailed statement must be made as to which costs will be covered by the company.

In the event of a customer leaving without paying the invoice, the person or company who made the booking is jointly and severally liable for the entire amount of the invoice. This liability also extends to additional services purchased by the client(s). No invoices can be sent abroad.

### **7.5 Late payment of down payment and final payment**

In the event of default, the Tailormade Hotel IDEA Spreitenbach reserves the right to charge the costs for reminders, address investigations and credit checks, including the fees of a lawyer.

The booker declares his consent to the charging of these costs, also insofar as these are not or only partially refundable according to legal provisions.

### **7.6 Invoices**

If a payment by invoice has been agreed on, it is due within 30 days of the invoice date without deduction. The services invoiced shall be deemed to have been provided in full and in accordance with the regulations if the customer does not report any complaints within the payment period.

The Tailormade Hotel IDEA Spreitenbach reserves the right to request a deposit of 50% of the agreed services. For reservations with a foreign billing address or reservations from abroad, a deposit of 100% of the reserved services may be claimed. Invoices cannot be sent abroad.

## **8. Services provided by the Tailormade Hotel IDEA Spreitenbach**

### **8.1. General information**

Tailormade Hotel IDEA Spreitenbach is responsible for providing the agreed premises for the holding of seminars, conferences, banquets and other events and their management and organization, as well as the related agreed supplies and services.

### **8.2 Further services**

If the customer requests services and/or deliveries that are not offered by Tailormade Hotel IDEA Spreitenbach, the Tailormade Hotel IDEA Spreitenbach acts as an agent for the corresponding services. These services and/or deliveries are not subject to these GTC. The Tailormade Hotel IDEA Spreitenbach assumes no liability.

## **9. Withdrawal by the Tailormade Hotel IDEA Spreitenbach**

The hotel is entitled to withdraw from the contract at any time for important reasons. Important reasons are in particular official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances beyond the hotel's control or influence. In these cases, the hotel will assist in organizing suitable replacement capacity.

The Tailormade Hotel IDEA Spreitenbach may also withdraw from the contract under the following conditions:

- a) There is reasonable cause to believe that the bookers are endangering the smooth operation of the business, the safety or the reputation of the hotel or its guests.
- b) The hotel determines that the reservations have been made under misleading or false indication of material facts or of a purpose other than that communicated.
- c) Third parties who have been involved in the organization of the event by the hotel at the instigation of the organizer are completely or partially prevented from providing the service. The hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying this and shall inform the organizer without delay. The organizer cannot assert claims for damages against the Tailormade Hotel IDEA Spreitenbach in any of the aforementioned cases.

## **10. Liability/Duty of care/Conduct**

The hotel room is to be used by the customer with the utmost care. The customer or the company must pay for any damage that occurs to the property. The Tailormade Hotel IDEA Spreitenbach rejects any liability for theft etc. and in relation to services of third parties.

### **10.1 Theft**

The Tailormade Hotel IDEA Spreitenbach is not liable for theft or damage to objects brought in by the customer, its employees, auxiliary people, or event participants. This also applies to vehicles parked in the parking lots.



### **10.2 Equipment**

In so far as the Hotel provides technical or other equipment for the customer or procures such equipment from third parties, it shall act on behalf of and for the account of the customer. The customer shall be liable for the careful handling as well as the return and shall indemnify the hotel against all claims of third parties arising from the provision.

### **10.3 Further**

In all other respects, the Hotel shall only be liable for intent and gross negligence.

### **11. Other terms & booking conditions**

Further terms and booking conditions may apply. The customer will receive additional details with the booking confirmation and/or via direct contact with the Tailormade Hotel IDEA Spreitenbach.

### **12. Place of jurisdiction**

Swiss law is exclusively applicable to all agreements concluded with Tailormade Hotel IDEA Spreitenbach under these GTC. The place of jurisdiction is Lucerne, domicile of Luzern Süd GmbH (operating company of Tailormade Hotel IDEA Spreitenbach).

### **13. Addition**

Should any provisions of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. These shall be replaced by a permissible provision which corresponds as far as possible to the sense and purpose of the invalid provision.