



1. General Information

These General Standard Terms and Conditions of Business shall regulate the legal relationship between the guest / customer – hereinafter referred to as the guest – and Hotel CASCADA AG as the operator of Hotel CASCADA – hereinafter referred to as the Hotel. Regardless of the respective performance and for the sake of simplicity these General Standard Terms and Conditions of Business shall always make reference to the Agreement.

The General Standard Terms and Conditions of the Hotel that are valid upon conclusion of contract shall <u>exclusively</u> apply. Any general standard terms and conditions of business of the guest shall apply only if such have been expressly agreed in writing prior to signing of the Agreement.

Should one or more of the provisions of these General Standard Terms and Conditions of Business be ineffective or invalid, then the validity of the Agreement and the remaining provisions of these General Standard Terms and Conditions of Business shall not be affected. Statutory provisions shall apply in all other respects.

2. Place of Jurisdiction / Applicable Law

Lucerne shall be the place of jurisdiction for any possible disputes arising out of the present Agreement if no other mandatory venue obtains.

Swiss law shall exclusively apply for any contract, reservation, possible supplementary agreements and general terms and conditions. The place of performance and payment shall be the principal place of business of the Hotel.

3. Definitions

Groups: Groups within the meaning of these General Standard Terms and Conditions of Business shall be tour groups with a minimum number of 20 booked persons.

Written confirmations: Signed PDF or fax confirmations as well as e-mail messages in which the terms and conditions contained in the confirmation are accepted shall be considered as written confirmations.

Contracting parties: Contracting parties shall be the guest and the Hotel and/or the event organiser or intermediary and the Hotel insofar as no other agreements between the respective parties have been reached.

4. Contractual Item / Scope of Application

The agreement with regard to renting rooms, seminar rooms as well as the purchase of other supplies and services shall be concluded with the payment guarantee or written confirmation on the part of the guest. A reservation which takes place on the day of arrival shall be binding for both parties at the moment of acceptance by the Hotel.

Contract modifications shall only be binding for the Hotel through (written) reconfirmation. Unilateral modifications or amendments to the agreement by the guest shall be ineffective. Re-letting and subletting of the rooms provided as well as their use for purposes other than accommodation shall require the prior written consent of the Hotel.





5. Scope of Performance

The scope of performance of the agreement shall be determined in accordance with the reservation individually effected and confirmed by the guest. Save other contractual agreements, the guest shall not be entitled to claim a particular room.

Should no rooms be available in the Hotel despite a confirmed reservation, then the Hotel shall be obliged to offer equivalent replacement in a hotel located in close proximity. If the guest refuses the substitute room, then the Hotel shall be obliged to immediately refund any payments already made by the guest (e.g. prepayments). The guest shall not be entitled to any other claims.

6. Term of Use

6.1 Hotel

Subject to other agreements the guest shall be entitled to use rented rooms as of 3:00 p.m. on the agreed day of arrival up to 11:00 a.m. of the day of departure at the latest.

In the event that the guest returns the room late by 5:00 p.m., then the Hotel shall be entitled to charge CHF 50.00 for any use later than contractually agreed. A full night shall be charged thereafter. Contractual claims to ordinary further use of the premises on the part of the guest shall <u>not</u> be established as a result; the right to claim compensation for damages shall remain reserved. In the event of delayed checkout from the room the Hotel shall reserve the right to remove the guest's items from the room and to store them in a suitable place in the Hotel.

6.2 Event Area

Subject to other agreements the guest shall be entitled to have the rented hall from 8:00 a.m. to 5:00 p.m. on the agreed day of use. The hall shall be available for setting-up thirty minutes prior to commencement of the event. Earlier hall occupation on the same day or the previous evening shall only be possible by way of arrangement and for a fee.

Use of the rented hall after 00:30 a.m. (closing time) must previously be announced and shall be invoiced at CHF 200 per hour or part thereof.





7. Prices / Payment Obligation

The prices communicated by the Hotel shall be in Swiss Francs (CHF) and include the legally valid value added tax as well as service and breakfast. The health resort tax is not included. The guest shall be obliged to pay the agreed or valid Hotel prices to hire the room and any other services employed. This shall also apply to purchase orders made by the guest's companions and visitors. The guest shall be responsible for any increase in statutory levies after conclusion of contract. Quotations in foreign currencies shall be approximate values and are charged at the respective current rate. The respective prices confirmed by the Hotel shall be valid.

Prices may be subsequently modified if the guest makes subsequent changes to the number of booked rooms, the Hotel service or the length of the guests' stay. The Hotel shall be entitled to require a prepayment or prepayment of the entire booking amount, depending on the agreement and/or starting with a certain reservation amount. The prepayment shall serve as a partial payment on the consideration agreed. Instead of a prepayment the Hotel may also require a credit card guarantee. Prepayment shall be effected by money transfer within the payment period agreed.

If prepayment or provision of the credit card guarantee fails to take place within the prescribed period, then the Hotel may immediately (without reminder) withdraw from the agreement (including any and all promised performance) and require the cancellation costs specified under Clause 9 of these General Standard Terms and Conditions of Business. The Hotel shall be entitled to invoice and/or intermediately invoice the guest for its services at any time.

The final invoice shall include the agreed price plus any additional amounts incurred due to additional services provided to the guest and/or accompanying persons by the Hotel. Subject to other agreements the final invoice shall be paid in cash or with an accepted credit card at checkout on the day of departure at the latest. The Hotel shall be entitled to charge a collection fee for late payments. The offsetting plea shall be excluded with regard to Hotel claims.

8. Cancellation by the Hotel

For justifiable cause the Hotel shall be authorised to withdraw from the agreement without notice and with immediate effect at any time through immediate unilateral declaration in writing. Justifiable cause shall be for example:

- an agreed prepayment or security is not paid during the period stipulated by the Hotel;
- force majeure or other circumstances for which the Hotel may not be held responsible and which make performance of the agreement objectively impossible;
- Rooms or areas booked or used under misleading or false information, e.g. in the person of the guest or use or purpose of the stay;
- the Hotel has justified cause to assume that use of the agreed services may impair smooth business operations, the security of other Hotel guests or the reputation of the Hotel;
- the guest has become insolvent (bankruptcy or futile seizure) or has ceased payments;
- the purpose and/or the occasion of the stay is illegal.

In the event of cancellation by the Hotel for the reasons specified above the guest shall not be entitled to assert a claim for damages and remuneration for the booked services shall nonetheless still be owed.





9. Cancellation of the Reservation / Cancellation Fees

9.1. Hotel

9.1.1. Cancellation

Any cancellation of the reservation shall require <u>written consent from the Hotel</u>. If this does not take place, then the agreed price shall also be paid even if the guest does not take advantage of the respective contractual services. In the event that the guest fails to appear ("no-show") the costs for the first night shall be invoiced insofar as no other agreements have been reached.

Receipt of the guest's <u>written</u> cancellation by the Hotel shall be decisive for calculation of the cancellation fee. This applies both to letters as well as fax and e-mail messages.

In the event that the guest withdraws from the agreement without an authorised cancellation or if changes and/or cancellations of particular reserved services take place, then the Hotel may charge the following cancellation fees.

9.1.2. Cancellation Fees:

Single Reservations

- The guest may withdraw from the agreement without a charge up to one day prior to arrival at 6.00 p.m. before the agreed date of arrival.
- If a non-cancellable rate was booked, then the entire booked services shall be invoiced in the event of a cancellation.

Reservations as of Five Rooms

The following cancellation fees apply if the rooms of a group starting with five rooms are cancelled.

5 - 10 rooms

Up to 15 days prior to arrival 14 to 8 days prior to arrival 7 to one day prior to arrival at 6.00 p.m.

<u>11 - 20 rooms</u>

Up to 22 days prior to arrival 21 to 15 days prior to arrival 14 to 8 days prior to arrival 7 to one day prior to arrival at 6.00 p.m.

As of 21 rooms

Up to 29 days prior to arrival 28 to 22 days prior to arrival 21 to 15 days prior to arrival 14 to 8 days prior to arrival 7 to one day prior to arrival at 6.00 p.m. 100% of the originally reserved rooms free of charge 50% of the originally reserved rooms free of charge 2 rooms free of charge

100% of the originally reserved rooms free of charge 50% of the originally reserved room free of charge 25% of the originally reserved rooms of free of charge 2 rooms free of charge

100% of the originally reserved rooms free of charge 75% of the originally reserved rooms free of charge 50% of the originally reserved room free of charge 25% of the originally reserved rooms of free of charge 2 rooms free of charge





9.2 Event Area

9.2.1. Cancellation of Confirmed Events

Any cancellation of the reservation shall require <u>written consent from the Hotel</u>. If this does not take place, then the agreed price shall also be paid even if the guest does not take advantage of the respective contractual services. If the guest fails to appear ("no-show"), then the 100% of the booked services shall be invoiced.

Receipt of the guest's <u>written</u> cancellation by the Hotel shall be decisive for calculation of the cancellation fee. This applies both to letters as well as fax and e-mail messages.

In the event that the guest withdraws from the agreement without an authorised cancellation or if changes and/or cancellations of particular reserved services take place, then the Hotel may charge the following cancellation fees.

9.2.2. Cancellation Fees:

9.2.2.1. Seminar

Elat Eaa

Change in the number of persons: There may not be less than a <u>minimum number of 4 persons</u>. The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 15 days prior to the event:A maximum of 50% of the original number of persons14 to 2 days (up to 2:00 p.m.) prior to the event:A maximum of 20% of the original number of persons2 days (up to 2:00 p.m.) prior to the event:0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel. If the organiser wishes to have individual invoicing, then the organiser shall be liable for any differential amount with regard to the number of person last reported.

Overnight Accommodation

Please refer to the cancellation terms and conditions under 9.1.

Up to 28 days prior to the event:	100% free of charge
27 to 15 days prior to the event:	50% of the confirmed total costs
	(number of participants 27 days prior to the event)
14 to 8 days prior to the event:	75% of the confirmed total costs
	(number of participants 14 days prior to the event)
7 to 0 days prior to the event:	100% of the confirmed total costs
	(number of participants 7 days prior to the event)

Change in the number of persons: Any changes in the number of persons must be communicated up to seven days in advance so that changes in the room size and thus in the hall rent may be taken into consideration. Later changes may only be considered to a limited extent. The organiser shall be responsible for communicating the change. Without notification the hall shall be prepared for the last known number of persons.

Hall Dant





9.2.2.2. Banquet

Up to 28 days prior to the event: 27 to 15 days prior to the event:

14 to 8 days prior to the event:

7 to 0 days prior to the event:

100% free of charge
50% of the confirmed total costs
(number of participants 27 days prior to the event)
75% of the confirmed total costs
(number of participants 14 days prior to the event)
100% of the confirmed total costs
(number of participants 7 days prior to the event)

Change in the number of persons: There may not be less than a <u>minimum number of 20 persons</u>. The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 15 days prior to the event: 14 to 2 days (up to 2:00 p.m.) prior to the event: 2 (up to 2:00 p.m.) to 0 days prior to the event: A maximum of 50% of the original number of persons A maximum of 20% of the original number of persons 0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel. If the organiser wishes to have individual invoicing, then the organiser shall be liable for any differential amount with regard to the number of person last reported.





9.2.2.3 Catering Up to 28 days prior to the event: 27 to 15 days prior to the event:

14 to 8 days prior to the event:

7 to 0 days prior to the event:

100% free of charge
50% of the confirmed total costs
(number of participants 27 days prior to the event)
75% of the confirmed total costs
(number of participants 14 days prior to the event)
100% of the confirmed total costs
(number of participants 7 days prior to the event)

Change in the number of persons: There may not be less than a <u>minimum number of 10 persons at collection and/or 20 persons at delivery or catering</u>. The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 15 days prior to the event: 14 to 2 days (up to 2:00 p.m.) prior to the event: 2 (up to 2:00 p.m.) to 0 days prior to the event: A maximum of 50% of the original number of persons

A maximum of 20% of the original number of persons 0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel.

9.2.2.4. City Hall Tower

Up to 28 days prior to the event:	100% free of charge
27 to 15 days prior to the event:	50% of the confirmed total costs
	(number of participants 27 days prior to the event)
14 to 8 days prior to the event:	75% of the confirmed total costs
	(number of participants 14 days prior to the event)
7 to 0 days prior to the event:	100% of the confirmed total costs
	(number of participants 7 days prior to the event)
Tower Rent:	
Up to 28 days prior to the event:	100% free of charge

Up to 28 days prior to the event:	100% free of charge
27 to 15 days prior to the event:	50% of the Tower rent
14 to 8 days prior to the event:	75% of the Tower rent
7 to 0 days prior to the event:	100% of the Tower rent

Change in the number of persons: There may not be less than a minimum number of 15 persons.

The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 15 days prior to the event: 14 to 2 days (up to 2:00 p.m.) prior to the event: 2 (up to 2:00 p.m.) to 0 days prior to the event: A maximum of 50% of the original number of persons A maximum of 20% of the original number of persons 0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel. If the organiser wishes to have individual invoicing, then the organiser shall be liable for any differential amount with regard to the number of person last reported.





9.2.2.5 Restaurant

<u>Up to 20 persons:</u> Up to 0 days prior to the event:

Free of charge

Change in the number of persons: The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 0 days prior to the event:

<u>As of 20 persons:</u> Up to 28 days prior to the event: 27 to 15 days prior to the event:

14 to 8 days prior to the event:

7 to 0 days prior to the event:

100% of the original number of persons

100% free of charge
50% of the confirmed total costs
(number of participants 27 days prior to the event)
75% of the confirmed total costs
(number of participants 14 days prior to the event)
100% of the confirmed total costs
(number of participants 7 days prior to the event)

Change in the number of persons as of 20 persons: The following changes in the number of persons shall be taken into consideration for invoicing:

Up to 15 days prior to the event: 14 to 2 days (up to 2:00 p.m.) prior to the event: 2 (up to 2:00 p.m.) to 0 days prior to the event: A maximum of 50% of the original number of persons A maximum of 20% of the original number of persons 0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel. If the organiser wishes to have individual invoicing, then the organiser shall be liable for any differential amount with regard to the number of person last reported.

Paella Cookery Course / Cocktail Mixing Course:

Up to 28 days prior to the event:	100% free of charge
27 to 15 days prior to the event:	50% of the confirmed total costs
	(number of participants 27 days prior to the event)
14 to 8 days prior to the event:	75% of the confirmed total costs
	(number of participants 14 days prior to the event)
7 to 0 days prior to the event:	100% of the confirmed total costs
	(number of participants 7 days prior to the event)

Change in the number of persons: There may not be less than a <u>minimum number of 8 persons (Paella</u> <u>Cookery Course) and 6 persons (Cocktail Mixing Course)</u>. The following changes in the number of persons shall be taken into consideration for invoicing

Up to 15 days prior to the event: 14 to 2 days (up to 2:00 p.m.) prior to the event: 2 (up to 2:00 p.m.) to 0 days prior to the event: A maximum of 50% of the original number of persons A maximum of 20% of the original number of persons 0% of the original number of persons

The event organiser shall be responsible for communicating any adjustments in the number of persons to the Hotel. If the organiser wishes to have individual invoicing, then the organiser shall be liable for any differential amount with regard to the number of person last reported.

10. Impossibility of Travel

If as a result of force majeure (flood, avalanche, earthquake, etc.) the guest is unable to arrive on time or at all, then the guest shall not be obliged to render the payment agreed for the days missed. The guest must prove the impossibility of the journey. However, the obligation to pay for the booked stay shall be revived as of the moment when travel becomes possible again.





11. Premature Departure

11.1. Hotel

In the event that the guest departs prematurely, then the Hotel shall be entitled to invoice the entire booked services in accordance with the cancellation terms and conditions under Subclause 9.1. The Hotel shall strive to otherwise assign any unused services in the case of premature departure. If the Hotel is able to provide the unused services to third parties within the agreed period, then the guest's invoice amount shall be reduced by the amount paid by such third parties for the cancelled services.

11.2. Event Area

If the guest departs prematurely, then the Hotel shall be entitled to invoice 100% of the booked services.

12. Stay / Key / Security / Internet / Smoking

The Hotel room shall be reserved exclusively for the registered guest. Provision of the room to a third person or use by an additional person shall require permission from the Hotel. Without the consent of the Hotel the tenant of the room shall be charged CHF 30 for each additional person.

Through conclusion of a contract the guest acquires the right to customary use of the rented areas and the Hotel facilities by all booked persons that are normally accessible to the guests for use and without special terms and conditions as well as the customary service. The rights of the guest shall be asserted in accordance with any guidelines with regard to hotels and/or guests (house regulations).

The room keys provided by the Hotel shall remain the property of the Hotel. Loss of the key shall be immediately reported to the reception desk. The guest shall be charged CHF 200 for the loss of a key.

The guest must obtain personal log-in data at the reception desk for access to the Internet. This service is free for all guests. The guest shall be responsible for use of the guest's log-in data. The guest shall be liable for abuse and illegal behaviour when using the Internet.

Smoking is prohibited in the entire Hotel. If smoking takes place in a Hotel room, then the tenant of the room shall be charged CHF 300 for the additional cleaning expenditure.

13. Extension of Stay

Save other arrangements the guest shall not be entitled to extend the guest's stay.

14. Additional Terms and Conditions for Groups

Group rates shall apply only in the case of prior agreement and written confirmation by the Hotel. The rates for individual travellers shall apply to a group with less than 20 persons. The joint arrival and departure times of groups shall be communicated to the Hotel in writing 2 days prior to arrival. A total invoice shall be provided to the travel guide who shall be fully liable for this amount.

The final number of persons in the group (including a list of names) must be communicated to the Hotel at the latest 21 calendar days prior to arrival of the group. If the group is smaller than originally reported, then the missing persons shall be charged for in accordance with the cancellation terms and conditions under Subclause 9.1. Additional persons shall be counted and accounted for as group travellers under the reservation of satisfiability. The cancellation fees specified under Subclause 9.1 shall apply in the case of cancellation of a group reservation.





15. Meals and Beverages

Any and all meals and beverages that are consumed in the restaurant shall be purchased exclusively from the Hotel.

Other written agreements may be reached in special cases (specialties, etc.) in this regard. In such a case the Hotel shall be entitled to arrange for and require a service fee and/or a corkage.

If meals and beverages are taken from the breakfast or lunch buffet in order to consume them outside of the restaurant and/or the seminar area, then they shall be charged to the contracting party at the customary selling price.

16. Event Handling

Insofar as the Hotel arranges for technical and other equipment for third parties at the guest's request, then the Hotel shall act on account of the guest.

The guest shall be liable for careful treatment and proper return of the facilities. The guest shall indemnify the Hotel against any and all claims asserted by third parties arising out of the provision of these facilities.

Use of the guest's own electrical system and devices while employing the electricity mains of the Hotel shall require prior authorisation from the Hotel. The guest shall be responsible for any damage or disturbances to the technical systems of the Hotel caused through use of such devices and systems insofar as the Hotel may not be held responsible.

With the consent of the Hotel the guest shall be entitled to use the guest's own telephone, fax and data communications equipment. The Hotel may require terminal charges and connection fees.

Disturbances to technical or other facilities made available by the Hotel shall be eliminated as soon as possible upon notification by the guest. If the Hotel is not responsible for the disturbances, then disturbances shall neither diminish claims to services nor establish liability.

17. Items Introduced by the Guest

Any exhibition or other, including personal, items shall be in the event areas and/or on the Hotel premises at the guest's own risk. The Hotel shall not have any guard and storage obligation. The Hotel shall not assume any liability for the loss, perishing or damage to items brought into the Hotel by the guest except in the case of gross negligence or intention on the part of the Hotel. The guest shall be responsible for insuring any brought along items.

Any decorating materials brought along by the guest shall satisfy fire regulations. The Hotel shall be entitled to require official verification. Due to possible damage setup and attachment of any items shall be arranged with the Hotel beforehand.

The introduced exhibition or other items shall be immediately removed following conclusion of the event. The Hotel may remove and/or have left items stored at the guest's expense. If removal is associated with disproportionately high expenditure, then the Hotel may leave the items at the event location and charge the guest the customary rent for the space until their removal.

The guest shall dispose of any packaging materials (cardboard, crates, plastic, etc.) accumulated in connection with supplying the event by the guest or third parties. If the guest should leave packaging materials in the Hotel, then the Hotel shall be entitled to provide for their disposal at the guest's expense.





18. Actions, Use and Liability

18.1. Hotel

The Hotel shall explicitly exclude any liability vis-à-vis the guest within the scope of the statutory possibilities for slight and average negligence and only be liable for damage caused through intent or gross negligence. If there are disturbances to or defects in the services provided by the Hotel, then the Hotel shall strive to provide a remedy following direct notification by the guest. If the guest fails to report a defect to the Hotel in time, then no claim to reduction of the contractually agreed payment shall obtain. The Hotel shall be liable for the items introduced by the guest in accordance with statutory provisions, i.e. up to the amount of CHF 1,000. Introduced items shall be those which the guest stores in the Hotel room and the safe deposit provided. The Hotel shall not be liable for slight and average negligence. If valuables (jewellery, etc.), cash or securities are not given to the Hotel for safekeeping, then any liability on the part of the Hotel shall be explicitly excluded within the scope of statutory possibilities. The Hotel recommends that money and valuable objects be kept in the safe at the reception desk as a rule. If any possible damage is not immediately reported to the Hotel after its discovery, then the guest's claims shall become void.

Under no legal title shall the Hotel be liable for services which it has only procured on the behalf of the guest. The Hotel shall refuse any liability for theft and damage of material brought in by third parties.

18.2. Guest

The guest shall be liable vis-à-vis the Hotel for any and all damage and losses caused by the guest, companions and/or the guest's assistants or event participants without the Hotel having to prove that the guest is at fault.

The guest shall be responsible for proper use and return of any and all technical aids / facilities provided by the Hotel or procured through third parties on behalf of the guest, and be responsible for damage and losses. The guest shall be liable for services and expenses arranged for by the Hotel vis-à-vis third parties.

18.3. Third Parties

It third parties make the reservation for the guest, then such third party shall be liable to the Hotel as the purchaser together with the guest as joint and several debtor for all obligations arising out of the agreement. Independently of this each purchaser shall be obliged to forward any relevant booking information to the guest, in particular these General Standard Terms and Conditions of Business.

19. Animals

Animals may only be brought into the Hotel after previous consent is obtained and in return for special remuneration. The guest who brings an animal into the Hotel shall be obliged keep and/or supervise the animal in a proper manner during the guest's stay or have the animal kept and/or supervised by a suitable third party.

20. Lost Property

Lost property shall be kept for a period of one month. Lost property shall be forwarded to the guest on request. The guest shall be responsible for the cost and risk of forwarding.





21. Further Provisions

If the guest requires services that are not provided by the Hotel, then the Hotel shall act only as an intermediary. The statutory periods of limitation shall apply. If these may be amended, then an absolute statutory period of limitation of six months after departure shall apply.

Advertisements in the media (such as newspapers, radio, television, Internet) with reference to events at the Hotel, with or without use of the unchanged company logo, shall require prior written consent from the Hotel.