

# GENERAL TERMS AND CONDITIONS

regarding the use of facilities for banqueting, seminars and conferences inclusive bar, restaurant, lounge, terrace and park (hereinafter "facilities") of Park Hotel Winterthur AG

## 1. Scope of application

These General Terms and Conditions apply to contracts regarding the use of facilities at the Park Hotel Winterthur as well as for all further services and supplies of Park Hotel Winterthur AG.

General terms and conditions of the contracting partner are only binding for Park Hotel Winterthur AG if they have been specifically accepted in writing by Park Hotel Winterthur AG.

## 2. Conclusion of contract

The contract is concluded upon written confirmation by Park Hotel Winterthur AG.

## 3. Services

Park Hotel Winterthur AG is committed to perform the contract in a careful manner. Park Hotel Winterthur AG strives to organize the event within the agreed times and correctly. When selecting food and beverages impeccable quality is emphasised.

## 4. Minor changes

In case of any changes on short notice with regard to the market situation, unavailability of goods, increased prices etc., Park Hotel Winterthur AG reserves the right to slightly modify its services. Park Hotel Winterthur AG particularly takes the interests of the contractual partner into consideration and offers to fulfil the contract as equivalently as possible.

## 5. Payment policy

Invoices of Park Hotel Winterthur AG for the agreed services (including all additional and third party services) are due net within 10 days from the date of invoice – unless agreed otherwise in writing. The assertion of any claims against Park Hotel Winterthur AG does not entitle the contractual partner to retain any payments. Offsetting any claims against Park Hotel Winterthur AG is excluded.

## 6. Method of payment

Unless agreed otherwise in writing, Park Hotel Winterthur AG requests prior to the event a payment on account of 30% for events with a total turnover value exceeding CHF 3'000.00. After the event the open balance (including additional and third party services) according to the detailed invoice is due net and without any deductions within 10 days from the date of invoice.

If the payment on account is not received by Park Hotel Winterthur AG until the date indicated on the respective invoice, Park Hotel Winterthur AG may cancel the contract and claim a cancellation fee (cf. clause 11).

## 7. Exclusive rental of facilities

If facilities of Park Hotel Winterthur AG are rented to the contractual partner exclusively; the loss of the usual course of business of Park Hotel Winterthur AG will be covered by the rental fee. These amounts may vary due to time, date and day.

## 8. Third party and special services

To the extent Park Hotel Winterthur AG arranges in accordance with the contractual partner any technical or other equipment from third parties, artists, musicians, etc., Park Hotel Winterthur AG acts in the name and on behalf of the contractual partner. The contractual partner is responsible for the careful handling and the proper returning of the objects arranged by Park Hotel Winterthur AG and holds Park Hotel Winterthur AG entirely harmless from any claims of third parties.

Park Hotel Winterthur AG charges a fee for the services described above. The fee is to be agreed in writing.

## 9. Food and beverages

Food and beverages have to be obtained from Park Hotel Winterthur AG only, if not agreed differently in writing because of a special case (national specialities etc.), and under the condition that a service fee and/or corkage is paid.

## 10. Number of participants

Park Hotel Winterthur AG expects the contractual partner to disclose the final number of participants ("guaranteed number") no later than three working days before the event date. Park Hotel Winterthur AG is entitled to invoice the guaranteed number to the contracting partner in case the effective number of participants differs from the guaranteed number on the event date.

## 11. Cancellations

In case that an event cannot take place without Park Hotel Winterthur AG's responsibility Park Hotel Winterthur AG reserves the right to invoice the following cancellation charges (the date of receipt of the written cancellation is relevant):

Use for seminary purposes	
Days prior to the event	Cancellation charge
45 to 15 days	Room rental
14 to 3 days	Room rental plus 50 % of the lost revenue
2 days and less until the event date	Room rental plus 75 % of the lost revenue

The calculation of the lost revenue is based on the hotel and restaurant price documentation in force at the time of the written confirmation of the contract.

## Use for banqueting purposes

Days prior to the event	Cancellation charge
45 to 20 days	20% of the agreed services
19 to 10 days	50% of the agreed services
9 to 3 days	60% of the agreed services
2 days and less until the event date	80% of the agreed services

In any case an administrative fee of CHF 100.00 will be charged.

Agreed special services which have become useless due to the cancellation have to be refunded in any event.

If Park Hotel Winterthur AG has concerns that the event might be threatening regular operations, the security or the reputation of Park Hotel Winterthur AG Park Hotel Winterthur AG is entitled to cancel or discontinue the event at any time. Such cancellation or discontinuation does not constitute any right for compensation to the contractual partner. However, a cancellation charge has to be paid by the contractual partner (cf. clause 11).

If Park Hotel Winterthur AG cannot guarantee the proper execution of an event due to force majeure (fire, strike, etc.), Park Hotel Winterthur AG is entitled to cancel or discontinue the event at any time. Such cancellation or discontinuation does not constitute any right for compensation to the contractual partner.

We recommend to take out cancellation costs insurance cover.

## 12. Damages

The contractual partner is responsible for any loss and damages caused by his/her employees, support staff, participants of the event, etc. to the facilities, amenities or furnishings of Park Hotel Winterthur AG. It is the contractual partner's responsibility to provide insurance coverage. Park Hotel Winterthur AG has the right to request proof of appropriate insurance coverage.

In order to prevent any damages to the facilities, amenities or furnishings of Park Hotel Winterthur AG, the affixing and installation of decorative materials or other items has always to be coordinated with Park Hotel Winterthur AG not later than three working days before the event date. In any event the contractual partner has to guarantee that all material complies with the applicable fire regulations. Park Hotel Winterthur AG has the right to request appropriate verification.

Park Hotel Winterthur AG is under no circumstances obliged to compensate for any direct or indirect damages, such as lost profits or revenue. The liability of Park Hotel Winterthur AG for ancillary staff is excluded. Mandatory legal requirements remain applicable. If a warranty obligation or liability of Park Hotel Winterthur AG exists, any claim, regardless of its reason of origin, is limited to the overall turnover of the respective event.

## 13. Newspaper and other advertisement

Newspaper and other advertisement referring to events taking place at facilities of Park Hotel Winterthur AG require written approval of Park Hotel Winterthur AG. If published without approval, Park Hotel Winterthur AG may cancel the event. However, a cancellation charge has to be paid by the contractual partner (cf. clause 11).

## 14. Closing time and extension

Closing time is at 11:30 pm from Sunday to Thursday and at 12:30 am on Friday and Saturday. Extensions until 2:00 am at the latest may be agreed on if requested in advance. Such request must reach Park Hotel Winterthur

AG at least seven days before the event date. The charge for the extension is CHF 100.00 in addition to the employee hours.

#### **15. Insurance**

It is the responsibility of the contractual partner to provide insurance coverage for the participants of the event. Park Hotel Winterthur AG rejects in particular any responsibility for theft and damage of objects, clothes, materials etc. brought along.

#### **16. Miscellaneous**

The invalidity of one or several of the provisions of these General Terms and Conditions or the individual agreement does not affect the validity of the remaining provisions. The valid provisions remain in force. Invalid provisions should be replaced by a provision of equal value that reflects the economic purpose of the invalid provision. The same applies if a gap in the terms becomes evident.

Differing agreements are required to be in written form or confirmed in writing by Park Hotel Winterthur AG. This also applies to the waiver of the need for a written form. Communication via e-mail will be treated as written communication for the purposes of this provision.

These General Terms and Conditions as well as the individual agreement are governed by Swiss substantive law. **The exclusive place of jurisdiction for all disputes arising from these General Terms and Conditions and the individual agreement is Winterthur.**

In order to contact Park Hotel Winterthur AG, please send us an e-mail to the following address: [welcome@phwin.ch](mailto:welcome@phwin.ch).

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