

THE DOLDER GRAND

General Terms and Conditions of Business (GTCB)

1. Applicability

These General Terms and Conditions of Business (hereinafter referred to as the GTCB) shall apply to the hiring of rooms and/or event facilities, as well as to all further services and supplies associated therewith which are provided by the Dolder Grand or Dolder Hotel AG (hereinafter referred to as the Dolder Grand) to a client (hereinafter referred to as the Organiser).

All offers of the Dolder Grand shall be based on these GTCB. These GTCB shall constitute an integral part of any agreement which is entered into. Any amendments to these GTCB shall require the express written agreement of the parties. Such a provision shall also apply to the waiver of this requirement that the written form be used. Should these GTCB conflict with any contractual terms of the Organiser, these GTCB shall take precedence over such conflicting terms.

2. Conclusion of the agreement

After the Organiser has made a reservation, they shall receive from the Dolder Grand a written booking confirmation (by e-mail, fax or letter). The agreement between the parties shall not come into force until such written booking confirmation is provided by the Dolder Grand to the Organiser.

3. Performance, payment and prices

3.1 The Dolder Grand undertakes to provide the services requested by the Organiser which the Dolder Grand has agreed in writing to provide.

3.2 All prices shall be in Swiss francs (CHF) and shall include value added tax (VAT) at the statutory rate.

3.3 The Dolder Grand shall be entitled at any time to demand an appropriate advance payment. The amount of such advance payment and the date by which it must be paid shall be agreed in writing in the agreement. Should the Organiser not comply with their obligation to make such an advance payment by the due date, the Dolder Grand, after having stipulated an appropriate further period for compliance, shall be entitled to withdraw from the agreement. The Organiser shall be liable to the Dolder Grand for any loss suffered by it as a result.

3.4 To the extent that no advance payment is demanded by the Dolder Grand, the entire invoiced amount shall be paid in full by the Organiser either by credit card or in cash before departure at the latest. If a request is made to make payment on receipt of invoice, the entire invoiced amount shall be due and payable within 30 days of date of invoice. In the event of late payment, the Dolder Grand shall be entitled to charge interest at a rate of 5% to the Organiser as well as any debt enforcement or collection costs incurred.

3.5 The Dolder Grand expressly reserves the right to alter its prices.

4. Liability

4.1 The Organiser shall be liable to the Dolder Grand for all damage and loss or other prejudice caused by themselves, their employees, their agents, the persons participating in their events or other third parties. The Dolder Grand shall not be liable for the theft of and damage to property, which is brought onto its premises by the Organiser, the persons participating in the Organiser's events or by third parties. The insurance of items placed on display and other objects which are brought onto the premises by the Organiser, the persons participating in the Organiser's events or by third parties shall be the responsibility of the Organiser. The Dolder Grand may at any time demand from the Organiser evidence of adequate insurance cover.

4.2 The Organiser shall be obliged to keep the peace and maintain order. They undertake to keep the Dolder Grand indemnified in full against any civil law and public law claims which may be brought by public authorities or third parties (including persons participating in the Organiser's events, guests or employees and contractual partners of the Organiser) as a consequence of their event, or to settle all such claims in their entirety.

4.3 The Dolder Grand shall only be liable in the event of contractual or non-contractual damage which is caused intentionally or as a result of gross negligence and only in respect of damage which is caused directly. The Dolder Grand shall have no further liability, and in particular no liability for ordinary or moderate negligence or for indirect loss, such as for example any loss of profit. The Dolder Grand accepts no liability for services which are provided by a third party, including services that have been organised by the Dolder Grand.

5. Withdrawal of the Dolder Grand from the agreement

5.1 Should it be made materially difficult or impossible for the Dolder Grand to provide all or part of the services which it is contractually obliged to provide, as a consequence of an event of force majeure (according to the Swiss understanding particularly natural disaster such as heavy gale, floodings or earthquakes, as well as taking of hostages, war, riots and nuclear incidents, strikes, unforeseen regulatory restrictions, etc.) or other circumstances for which the Dolder Grand cannot be held responsible, the Dolder Grand may withdraw entirely or partially from the agreement in respect of that part of the agreement which remains to be performed, without being under an obligation to pay any compensation.

5.2 The Dolder Grand shall furthermore be entitled to withdraw from the agreement without being under an obligation to pay any compensation should there exist reasonable grounds for supposing that the event might jeopardise the smooth running of its business, the security or the public reputation of the Dolder Grand, or the Organiser breaches section 12 of these GTCB. The Dolder Grand expressly reserves the right to instigate claims for compensation against the Organiser.

6. Withdrawal of the Organiser from the agreement

Should force majeure make it impossible for the Organiser to use the agreed services, they may withdraw entirely or partially from the agreement in respect of that part of the agreement which remains to be performed, without being under an obligation to pay any compensation.

Rooms

7. Arrival and departure times

The hotel rooms shall be ready for occupation from 3.00 pm on the date of arrival and shall be vacated by 12.00 o'clock noon on the date of departure.

8. Group bookings/room allocation

In relation to group bookings (bookings of 10 rooms or more), the Dolder Grand must receive from the Organiser 7 days at the latest before the date of arrival the following information:

- the guests' first names and surnames
- their time of arrival
- their preferred method of payment

After expiry of the period set by the Dolder Grand, the rooms which have been allocated but are still available shall be released for other reservations.

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9. Cancellation conditions for hotel room reservations

9.1 The cancellation of hotel room reservations must be communicated in writing to the Dolder Grand as early as possible. The following cancellation conditions shall apply both to the cancellation of reservations and to any nonappearances of which the Hotel has not been informed (no-shows), as well as in the event of early departures.

9.2 The cancellation of individual hotel room reservations (up to 9 rooms in total, excluding Top Suites) must be communicated to the Dolder Grand at the latest by 3.00 pm local time on the day before arrival. Should a reservation be cancelled within 24 hours prior to the date of arrival, the price of the room for one night shall be payable. For long-stay reservations for stays of more than 10 nights, the cancellation period is 7 days. Cancellation fees will be agreed in writing in the booking confirmation. In cases of nonappearances (no-shows) or in the event of early departures, the Dolder Grand reserves the right to charge the full rate for all room nights that have not been taken.

9.3 The cancellation of a group booking of several hotel rooms (10 rooms or more in total) or of individual block-booked rooms must be communicated to the Dolder Grand within the following time periods at the latest (based on the maximum number of booked rooms on any of the days):

- 10 to 30 rooms: 60 days before arrival
- 31 to 99 rooms: 90 days before arrival
- 100 rooms or more: 120 days before arrival

In the event of a cancellation of all or part of a given block booking after the expiry of the periods set out above, the Organiser shall be charged cancellation costs calculated as follows (calculations are based on the maximum number of booked rooms on any of the days):

10 to 30 rooms:

- 59 to 30 days before the date of arrival: 50% of the total cost of all room nights
- 29 days or fewer before the date of arrival: 100% of the total cost of all room nights

31 to 99 rooms:

- 89 to 60 days before the date of arrival: 50% of the total cost of all room nights
- 59 days or fewer before the date of arrival: 100% of the total cost of all room nights

100 rooms and more:

- 119 to 90 days before the date of arrival: 50% of the total cost of all room nights
- 89 days or fewer before the date of arrival: 100% of the total cost of all room nights

Cancellation fees shall be invoiced only insofar as the Dolder Grand is not able to re-let the cancelled rooms, at the same value at least.

9.4 The cancellation of a reservation of one or more Top Suites must be communicated to the Dolder Grand 14 days (2 weeks) at the latest before the date of arrival. In the event of a cancellation after this point in time, the Organiser shall be charged cancellation costs calculated as follows (calculations are based on the maximum number of booked rooms on any of the days):

- 7 to 13 days before the date of arrival: 50% of the total cost of all room nights
- 6 days or fewer before the date of arrival: 100% of the total cost of all room nights

9.5 Moreover, and in relation to all cancellations, any services which have been provided by the Dolder Grand and its partners in advance shall in each instance be paid for in full.

10. Change of booking by the Dolder Grand

If, for whatever reasons, the Dolder Grand is unable to provide the Organiser with one or more of the booked rooms, then the Dolder Grand shall provide a room of equal value. If no room of equal value is available, the Dolder Grand shall provide an available room in a different category.

Events

11. Use of rooms/authorisations

11.1 The Dolder Grand reserves the right to change room allocations to the extent that the room corresponds to the requirements and interests of the Organiser and such change may be justified to the Organiser. The Organiser shall require the prior written consent of the Dolder Grand if they wish to let or sublet any rooms or areas.

11.2 To the extent that the agreement does not contain any provisions to the contrary, the Organiser must obtain all necessary authorisations at their expense. The Organiser shall give prior notification of any arrangements for royalties due to the performance of music, and they shall pay these royalties.

12. Number of participants

The Organiser shall inform the Dolder Grand as early as possible of the final number of participants (the guaranteed number).

We will calculate the costs for a reduction in the number of participants as follows for events with up to 149 participants:

- Free of charge reduction of the number of participants up to 30 days before the event.
- Free of charge reduction of the number of participants between 10 and 29 days before the event, where the reduction does not exceed 20% of the number of originally confirmed participants.
- Free of charge reduction of the number of participants between 3 and 9 days before the event, where the reduction does not exceed 10% of the number of originally confirmed participants.

We will calculate the costs for a reduction in the number of participants as follows for events with of 150 or more participants:

- Free of charge reduction of the number of participants up to 60 days before the event.
- Free of charge reduction of the number of participants between 21 and 59 days before the event, where the reduction does not exceed 20% of the number of originally confirmed participants.
- Free of charge reduction of the number of participants between 21 and 7 days before the event, where the reduction does not exceed 5% of the number of originally confirmed participants.

Should thereafter the actual number of participants be lower, the guaranteed number notified shall form the basis for the invoice; should the actual number of participants be higher, the costs which are actually incurred shall be invoiced. Should the actual number of participants be higher than the guaranteed number notified, the Dolder Grand shall not guarantee that all guests will be catered for.

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13. Fire regulations/other safety regulations/ installing decorations

- 13.1 The Organiser undertakes to comply with the fire regulations of the Dolder Grand, and in particular not to block escape routes, to observe the no-smoking rule, etc. Furthermore, any decorations installed by the Organiser must adhere to the fire regulations.
- 13.2 The Organiser shall furthermore be responsible for ensuring that the number of persons to whom access is granted does not exceed the capacity of the room used. The maximum figures set by the Dolder Grand shall be binding in this respect. The Dolder Grand shall not be liable in the event of non-compliance with this provision.
- 13.3 The hanging of decorations and other objects on walls, doors and ceilings shall in all circumstances require the prior consent of the Dolder Grand. The Organiser shall be liable for any damage caused to the Dolder Grand by such decorations and other objects.

14. Printed material/media advertising

The use of logos/pictures of the Dolder Grand in any form by the Organiser shall in all circumstances require the prior written consent of the Dolder Grand. If a logo/picture is published without the appropriate consent having been obtained, the Dolder Grand shall be entitled to withdraw from the agreement. The Organiser shall be liable to the Dolder Grand for any damage caused thereby.

15. Surcharges

From midnight onwards, a night surcharge of CHF 10.00 shall be charged per guest per hour and each part hour (subject to a minimum surcharge of CHF 250.00 per hour).

16. Catering

Should no other agreement be reached in writing, the Organiser shall be obliged to procure all food and drinks from the Dolder Grand. Otherwise a corkage fee shall be payable which shall be agreed in advance.

17. Cancellation of the event by the Organiser

17.1 Cancellation of the reservation of event facilities must be communicated in writing to the Dolder Grand as early as possible. Should written notice of the cancellation be received within the date range as follows, no costs shall be incurred:

- Events with up to 149 participants: until 90 days prior to the event start date
- Events with 150 or more participants: until 120 days prior to the event start date

17.2 In the event of cancellations after the deadlines outlined in 17.1, the room rental fee and the following fixed cancellation fees based on the anticipated invoice amount shall be invoiced to the Organiser (calculated on the basis of the number of participants stated in the booking confirmation):

Events with up to 149 participants

- 89 to 60 days before the date of the event: payment of 40% of the lost turnover according to the confirmation of reservation
- 59 to 20 days prior to the date of the event: payment of 60% of the lost turnover according to the reservation confirmation
- From the 19th day before the date of the event: payment of 80% of the lost turnover according to the confirmation of reservation

Events with 150 or more participants

- 119 to 90 days before the date of the event: payment of 40% of the lost sales according to the booking confirmation
- 89 to 50 days before the date of the event: payment of 60% of the lost sales according to the booking confirmation
- From the 49th day before the date of the event: payment of 80% of the lost sales according to the booking confirmation

In case the caused turnover loss is covered by customer bookings of third parties for the same period and the same spaced, the Dolder Grand may disregard the cancellation costs' invoicing.

17.3 Any services provided by the Dolder Grand in advance or non-refundable services from third parties shall in all circumstances be paid for.

Spa

18. Cancellation conditions for treatments

The cancellation of an appointment for treatments must be communicated to the Dolder Grand 24 hours before the time of the appointment at the latest. In the event of a cancellation within 24 hours before the appointment for treatments, the entire invoice amount shall be charged.

Applicable law/place of jurisdiction

The agreement shall be governed exclusively by Swiss law. The place of performance and place of jurisdiction shall be Zurich. Should any individual provision of these GTCB not have any legal effect, this shall not affect the validity of the remaining provisions. In such a case, the provision which is ineffective shall be replaced by an analogous provision which shall however be effective.

Zurich, April 2020