



UNIQUE HOTEL POST
zermatt since 1875

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 conference and banqueting facilities, as well as to all further services and supplies associated therewith which are provided by the Hotel Post Zermatt AG (hereinafter referred to as the Hotel Post) to a client. All offers of the Hotel Post 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 client, these GTCB shall take precedence over such conflicting terms.

2. CONCLUSION OF THE AGREEMENT

After the client has made a reservation, they shall receive from the Hotel Post 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 Hotel Post to the client.

3. PERFORMANCE, PAYMENT AND PRICES

3.1 The Hotel Post undertakes to provide the services requested by the client which the Hotel Post 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 Hotel Post 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 client not comply with their obligation to make such an advance payment by the due date, the Hotel Post, after having stipulated an appropriate further period for compliance, shall be entitled to withdraw from the agreement. The client shall be liable to the Hotel Post for any loss suffered by it as a result.

3.4 To the extent that no advance payment is demanded by the Hotel Post, the entire invoiced amount shall be paid in full by the client 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 Hotel Post shall be entitled to charge interest at a rate of 5%.

3.5 The Hotel Post expressly reserves the right to alter its prices.

4. LIABILITY

4.1 The client shall be liable to the Hotel Post 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 Hotel Post shall not be liable for the theft of and damage to property which is brought onto its premises by the client, the persons participating in the client's events or by third parties. The insurance of items placed on display and other objects which are brought onto the premises by the client, the persons participating in the client's events or by third parties shall be the responsibility of the client. The Hotel Post may at any time demand from the client evidence of adequate insurance cover.

4.2 The client shall be obliged to keep the peace and maintain order. They undertake to keep the Hotel Post 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 client's events, guests or employees and contractual partners of the client) as a consequence of their event, or to settle all such claims in their entirety.

4.3 The Hotel Post shall only be liable in the event of contractual or noncontractual damage which is caused intentionally or as a result of gross negligence and only in respect of damage which is caused directly.

The Hotel Post 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 Hotel Post accepts no liability for services which are provided by a third party, including services that have been organized by the Hotel Post.

5. WITHDRAWAL OF THE HOTEL POST FROM THE AGREEMENT

5.1 Should it be made materially difficult or impossible for the Hotel Post 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 Hotel Post cannot be held responsible, the Hotel Post 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 Hotel Post 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 jeopardize the smooth running of its business, the security or the public reputation of the Hotel Post, or the client breaches section 12 of these GTCB. The Hotel Post expressly reserves the right to instigate claims for compensation against the client.

6. WITHDRAWAL OF THE CLIENT FROM THE AGREEMENT

Should force majeure make it impossible for the client 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 11.00 am on the date of departure.

8. BLOCK BOOKINGS/ROOM ALLOCATION

In relation to block bookings (bookings of 8 rooms or more), the Hotel Post must receive from the client 7 days at the latest before the date of arrival the following information:

- The guest's first name and surname
- Their time of arrival
- Their preferred method of payment

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

9. CANCELLATION CONDITIONS FOR HOTEL ROOM RESERVATIONS

9.1 The cancellation of hotel room reservations must be communicated in writing to the Hotel Post 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 11 rooms in total) must be communicated to the Hotel Post at the latest

up to 30 days before arrival. Cancellations of non-refundable reservations are not possible. 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 Hotel Post reserves the right to charge the full rate for all room nights that have not been taken.

9.3 The cancellation of a block booking of several hotel rooms (12 rooms or more in total) or of individual block-booked rooms must be communicated to the Hotel Post within the following time periods at the latest:

– 12 to 29 rooms: 60 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 client shall be charged cancellation costs calculated as follows (calculations are based on the maximum number of booked rooms on any of the days):

- 45 to 59 days before arrival: 50% of the total cost of all room nights
- 31 to 44 days prior arrival: 75% of the total cost of all room nights
- 30 or fewer before arrival: 100% of the total cost of all room nights

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

10. CHANGE OF BOOKINGS BY HOTEL POST

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

BANQUETS

11. USE OF ROOMS/AUTHORISATIONS

11.1 The Hotel Post reserves the right to change room allocations to the extent that the room corresponds to the requirements and interests of the client and such change may be justified to the client. The client shall require the prior written consent of the Hotel Post 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 client must obtain all necessary authorizations at their expense. The client 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 client shall inform the Hotel Post as early as possible but the latest 72 hours before the event the final number of participants (the guaranteed number).

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 Hotel Post shall not guarantee that all guests will be catered for.

13. FIRE REGULATIONS/OTHER SAFETY REGULATIONS/INSTALLING DECORATIONS

13.1 The client undertakes to comply with the fire regulations of the Hotel Post, and in particular not to block escape routes, to observe the no-smoking rule, etc. Furthermore, any decorations installed by the client must adhere to the fire regulations.

13.2 The client 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 Hotel Post shall be binding in this respect. The Hotel Post 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 Hotel Post. The client shall be liable for any damage caused to the Hotel Post by such decorations and other objects.

14. PRINTED MATERIAL/MEDIA ADVERTISING

The use of logos/pictures of the Hotel Post in any form by the client shall in all circumstances require the prior written consent of the Hotel Post. If a logo/picture is published without the appropriate consent having been obtained, the Hotel Post shall be entitled to withdraw from the agreement. The client shall be liable to the Hotel Post 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).

Exempted from these surcharges are the clubs, Broken Bar and Loft Club during, the winter season.

16. CATERING

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

17. CANCELLATION OF THE EVENT BY THE CLIENT

17.1 Cancellation of the reservation of event facilities must be communicated in writing to the Hotel Post as early as possible. Should written notice of the cancellation be received 31 days before the date of the event at the latest, no costs shall be incurred.

17.2 In the event of cancellations 30 days or fewer before the date of the event, the room rental fee and the following fixed cancellation fees based on the anticipated invoice amount shall be invoiced to the client (calculated on the basis of the number of participants stated in the booking confirmation:

Cancellation 15 - 30 days in advance:
50% of the room rental fee plus 50% of the lost sales according to the booking confirmation (without drinks)

Cancellation 1 - 14 days in advance:
100% of the room rental fee plus 100% of the lost sales according to the booking confirmation (without drinks)

17.3 Any services provided by the Hotel Post in advance 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 Hotel Post 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 Zermatt. 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.

Zermatt, June 2018