

General Terms and Conditions

Scope

These General Terms and Conditions ("GTC") apply to the provision of rooms and/or conference facilities as well as to all related services and deliveries provided by the Paradies Foundation ("**Hotel 1802**") to customers.

All offers made by Hotel 1802 are based on these GTC. They form an integral part of every contract. Hotel 1802 reserves the right to amend the GTC at any time and publishes the current version on its website. By using the services of Hotel 1802, the customer accepts the currently valid GTC. Individual deviations from these GTC require an express written agreement between the parties. This also applies to the waiver of the written form requirement. If these GTC contradict any contractual conditions of a customer, these GTC shall take precedence.

Conclusion of contract

Following the reservation by the customer, the customer will receive a written reservation confirmation from Hotel 1802. The contract is only concluded with this written reservation confirmation from Hotel 1802 to the customer.

Services, payments and prices

Hotel 1802 undertakes to provide the services ordered by the customer and confirmed in writing by Hotel 1802. All prices are in Swiss francs ("CHF") and include statutory value added tax ("**Mw St** ") and exclude visitor's tax. Hotel 1802 is entitled to request a reasonable deposit at any time. The amount of the deposit and the payment dates shall be agreed in writing. If the customer fails to meet their obligation to pay the deposit on time, Hotel 1802 is entitled to withdraw from the contract after setting a reasonable grace period. The customer is liable to Hotel 1802 for any resulting damages. If no deposit is required by Hotel 1802, the entire invoice amount must be paid by the customer by credit card (Mastercard, Visa, American Express, Diners, JCB) or debit card (EC/Maestro, Postcard) on the day of arrival at the latest. If payment by invoice is agreed, the entire invoice amount is due 30 days after the invoice date. In the event of late payment, Hotel 1802 is entitled to charge interest on arrears at a rate of 5%. Hotel 1802 expressly reserves the right to change prices.

Liability

The customer is liable to Hotel 1802 for all damage and loss caused by themselves, their employees, their agents or event participants or other third parties. Hotel 1802 accepts no liability for theft or damage to items brought in by the customer, event participants or third parties. The customer is responsible for insuring exhibition items and other objects brought in by the customer, event participants or third parties. The Hotel 1802 may at any time request proof of adequate insurance from the customer. The customer is obliged to maintain peace and order. The customer undertakes to indemnify Hotel 1802 in full against all civil and public law claims

brought against Hotel 1802 by authorities or third parties in connection with their stay or (including event participants, guests or employees and contractual partners of the customer) and to pay for all corresponding claims. The liability of Hotel 1802 is excluded to the extent permitted by law. Hotel 1802 is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage. Any further liability, in particular for slight or moderate negligence or for indirect damage, such as loss of profit in particular, or for auxiliary persons, is excluded.

In the event of defects, the customer must make a complaint immediately after discovering the defect, otherwise all warranty rights shall lapse.

Notwithstanding the limitation periods of the Swiss Code of Obligations, the relative limitation period for non-contractual and quasi-contractual claims is 1 year and the absolute limitation period is 5 years.

Withdrawal by Hotel 1802

If the service to be provided by Hotel 1802 under the contract is made significantly more difficult or impossible, in whole or in part, due to force majeure or other circumstances for which Hotel 1802 is not responsible, Hotel 1802 may withdraw from the contract in whole or in part without compensation to the extent of the part of the contract not yet fulfilled. Hotel 1802 is also entitled to withdraw without compensation if there is reasonable cause to believe that the customer may jeopardise the smooth running of the business, the safety or the public reputation of Hotel 1802, or if the customer violates these GTC. Hotel 1802 expressly reserves the right to claim damages from the customer.

Hotel rooms

Arrival and departure times

Hotel rooms are available from 3 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure.

Block bookings/room quotas

No later than 14 days prior to arrival, Hotel 1802 shall receive a list of participants from the customer containing the following information: first and last names of all guests and email addresses. After the deadline set by Hotel 1802 has expired, any rooms still available from the respective allocation shall be released for open sale.

Cancellation policy

The following cancellation conditions apply to the cancellation of bookings as well as to no-shows and early departures. Cancellations of individual hotel room bookings can be made up to 24 hours before arrival. In the event of a later cancellation or change to the booking, the full price will be charged. Block bookings of several hotel rooms (5 rooms or more) can be cancelled up to 30 days before arrival. In the event of cancellation after the above deadline, the customer will be charged 100% cancellation fees. For more than 5 rooms, Hotel 1802 reserves the right to stipulate individual cancellation conditions in the contract.

Additional regulations for late check-out

Late check-out after the regular departure time (11:00 a.m.) is possible for a fee, subject to room availability. A fee of at least CHF 30 applies until 2:00 p.m. at the latest; for later times, the daily rate may be charged. Late check-out must be specified at the time of booking. Hotel 1802 reserves the right to vacate the room after the regular check-out time without further notice if the room is still occupied.

Banquets and conferences

Room use/permits

Hotel 1802 reserves the right to make room changes, provided that the premises meet the requirements and interests of the customer and are reasonable for them. The subletting or re-letting of rooms or areas by the customer requires the prior written consent of Hotel 1802. Unless otherwise stipulated in the contract, the customer must obtain any necessary permits themselves and at their own expense. Copyright fees in connection with musical performances must be registered and paid by the customer themselves.

Number of participants

The customer must inform the hotel of the final number of participants (guaranteed number) at least 3 working days before the event. If the actual number of persons is subsequently lower, the specified guaranteed number shall serve as the basis for invoicing; if the actual number of persons is higher, the actual costs incurred shall be invoiced. If the actual number of persons is higher, Hotel 1802 shall not guarantee that all persons will be accommodated.

Fire regulations/other safety regulations/installation of decorative materials

The customer must comply with the fire regulations of Hotel 1802, in particular keeping escape routes clear, observing the smoking ban, etc. Any decorative materials brought in by the customer must also comply with fire regulations. The customer is also responsible for ensuring that no more people are admitted than the capacity of the room in question. The maximum numbers specified by Hotel 1802 are binding. Hotel 1802 accepts no liability in the event of a violation. Without the prior written consent of the hotel, it is not permitted to connect devices with a rated electrical power of more than 500 W/h. The attachment of decorative materials and other objects to walls, doors and ceilings always requires the prior consent of Hotel 1802. The customer is liable for any damage incurred by Hotel 1802 as a result.

Printed matter/media advertisements

The use of Hotel 1802 logos/images in any form by the customer always requires the prior written consent of Hotel 1802. If publication takes place without the appropriate consent, Hotel 1802 is entitled to withdraw from the contract. The customer is liable to Hotel 1802 for any damage resulting from this.

Catering

Unless otherwise agreed in writing, the customer is obliged to purchase all food and beverages from Hotel 1802. Otherwise, a pre-agreed service charge will be invoiced.

Cancellation of the event by the customer

Cancellations of reservations for event venues must be notified to Hotel 1802 in writing at least 14 days before the start of the event. In the event of cancellation after the above deadlines, the customer will be charged 100% cancellation costs. Services provided in advance by Hotel 1802 must be paid for in any case. Hotel 1802 reserves the right to stipulate individual cancellation conditions in the contract.

Vouchers

Vouchers are generally valid for 2 years (according to the date and validity period stated on the voucher). After this period, Hotel 1802 is no longer obliged to accept the voucher.

Vouchers cannot be exchanged for cash.

Data protection

Hotel 1802's current data protection policy shall be applicable.

Severability clause

Should individual provisions of these GTC be or become invalid or void in whole or in part, this shall not affect the validity of the other provisions. The contracting parties undertake to replace the unenforceable or void provision with a valid provision that comes closest to the original purpose of the unenforceable or void provision.

Applicable law/place of jurisdiction

All contracts and disputes between Hotel 1802 and the customer are governed exclusively by Swiss law, excluding conflict of law provisions. The exclusive place of jurisdiction is Schlatt, Switzerland.