

General Terms and Conditions of Business relating to the ACASA Suites accommodation contract

- I. Scope
  1. These general terms and conditions (henceforth "T&Cs") apply to the supply of accommodation and related services provided to customers by ACASA Suites (henceforth "Hotel"). The services of the Hotel are all based on these T&Cs, which constitute an integral part of the contract between the Hotel and its customers. In the event of contradictions between these T&Cs and the contract with the customer, these T&Cs shall prevail. The customer's T&Cs shall apply only in the event the parties agree this in writing in advance.
- II. Conclusion of contract
  1. After the customer has made a reservation, they will receive written confirmation from the hotel. This written confirmation from the hotel constitutes a contract with the customer. The customer is obliged to provide truthful information and fill in the registration form accordingly.
- III. Services, payments, prices and billing
  1. The hotel shall supply the services which the customer has ordered and which have been confirmed by the hotel in writing.
  2. All prices are quoted in Swiss francs (CHF) inclusive of mandatory VAT. In the event that more than four months elapse between the signing of the contract and its performance, and the mandatory VAT rate changes during this time, the prices shall be amended accordingly.
  3. Changes by the customer to the number of rooms reserved or requests for additional hotel services or changes to the length of stay require the written agreement of the hotel and can be made subject to an alteration in the price.
  4. In the event of no-shows or early departures, 100% of the reserved or as yet unpaid for nights shall become due.
  5. The customer undertakes to pay the agreed price or the price usually demanded by the hotel for the room and other services or goods. This shall also apply to goods and services (including ancillary services such as consumption, telephone, etc.) availed of by the persons accommodated on the basis of the contract with the customer and/or in connection with the contractually agreed accommodation of guests, visitors, etc.
  6. Insofar as the hotel makes no demand for advance payment, the full amount billed becomes due no later than the day of departure, either by means of credit card (MasterCard, VISA, American Express), debit card (EC/Maestro, V Pay) or cash.
  7. If the parties agree payment by means of invoice, the entire amount shall become due no later than 10 days following the date of invoice. In the event of non-compliance with these deadlines, the hotel is entitled to levy interest at 5% of the amount billed. If the hotel grants the customer a deferment of payment or a form of credit and the customer fails to make any payment by the due date or otherwise fails to comply with his payment obligations, the hotel is entitled to cancel the deferment or credit forthwith and to demand immediate payment of the entire amount due.
  8. The customer may offset only uncontested and definitive claims against those of the hotel or withhold corresponding payments.

- IV. Contract cancellation/termination by the customer
1. The customer may terminate their contract with the hotel only insofar as this is agreed in writing in the contract. If the customer fails to exercise his right to terminate the contract within the contractually agreed period, the right to terminate is forfeited on expiry of that right and the contract remains in force to its full extent with the consequence that the customer is obliged to pay the contractually agreed compensation, even if he did not avail himself of the requested goods and services, namely the reserved room(s).
- V. Contract cancellation/termination by the hotel
1. Insofar as the contract grants the customer, in writing, a right of termination free of any charges, the hotel is entitled to cancel the contract during the exercise period of the customer's aforementioned right of termination if the hotel receives enquiries from others relating to the room(s) booked by the customer and the customer, although informed by the hotel of this fact and asked to forego his right of termination, fails to do so.
  2. Insofar as a deposit has been agreed between the customer and the hotel and the customer fails to pay it, even within a reasonable subsequent grace period allowed by the hotel (with advice that payments falling outside this grace period will no longer be accepted), the hotel is entitled to decide whether to terminate the contract or demand compensation for non-performance of the contract.
  3. In addition, the hotel is entitled to terminate the contract for good cause in the following circumstances:
    - ▶ Force majeure or other circumstances beyond the hotel's control which prevent the hotel from fulfilling the contract, or place it under an undue burden;
    - ▶ When booking the room, the customer provides misleading or false information in respect of significant facts, namely as to his person or the purpose of the reservation;
    - ▶ The hotel has good grounds for believing that the availing by the customer of the goods or services could impair the smooth running, safety/security or good name of the hotel in the eyes of the general public in areas that the hotel is unable to control or organise.
  4. The customer is not entitled to compensation in the event of a justified termination of the contract by the hotel.
  5. In the event of the unexpected unavailability of reserved rooms, the hotel shall be responsible for procuring the same category and quality of accommodation in a different hotel. In addition, the hotel shall bear the following costs arising from this circumstance:
    - Transport from the hotel to the other hotel;
    - Any difference in price between the rooms.The hotel will not bear any costs other than those outlined above.
  6. If the contract permits the hotel (points V. 2 and 3) to demand compensation from the customer on the grounds of termination of contract, it is entitled to assert that claim in the form of a lump sum.
- VI. Provision, hand-over and vacation of rooms
1. Unless agreed otherwise in writing in an individual case, the customer is not entitled to particular rooms within a room category.
  2. Rooms which have been reserved are available from 3 p.m. on the day of arrival.
  3. The customer is required to vacate the room by midday on the agreed day of departure. Later vacating of a room can incur the following supplements due to loss of use: Up to 6 p.m.: 50% of the current room rate; after 6 p.m.: 100% of the room rate.
  4. Domestic pets are permitted only by prior written agreement.
  5. Smoking is not permitted in any part of the hotel's premises.

VII. Deficiencies, liability, limitations

1. The customer shall be liable for all damage, loss and other liabilities caused by him, his employees, agents, event attendees or other third parties using the rooms. The hotel accepts no liability for the theft of or damage to objects caused by the customer, his employees, agents, event attendees or other third parties using the rooms. Any claim to compensation by the customer is excluded; this does not include harm to life and limb and health due to a breach of duty by the hotel or other loss caused by the deliberate or grossly negligent conduct of the hotel, as well as loss caused by a deliberate or grossly negligent breach of duties, which are typically the responsibility of the hotel in this type of contract. The customer is responsible for insuring exhibits or other objects brought onto the premises by him, his employees, agents, event attendees or other third parties using the rooms. All breaches of duty by the hotel's representatives or vicarious agents shall equate to breaches of duty by the hotel. In the event of defects or deficiencies with regard to the services provided by the hotel, the latter shall make every effort to correct them as quickly as possible upon discovery or following a complaint from the customer, which the latter must lodge immediately upon discovery of the defect. The customer undertakes to take all reasonable steps to correct the defect and minimise any damage. Apart from that, the customer is required to notify the hotel forthwith of any unusually large damage.  
The hotel exercises all necessary care in offering wake-up calls.
2. In principle, all claims against the hotel expire one year from the point at which the customer becomes aware of the circumstances that could establish a claim. Claims for damages expire five years after the point at which the customer becomes aware of the circumstances. These contractual limitations do not apply to claims arising from a deliberate or grossly negligent breach of duty by the hotel.
3. The hotel can at any time ask for evidence of appropriate insurance cover obtained by the customer.
4. The customer shall observe public order. The customer undertakes to indemnify the hotel and be liable in full in respect of all claims under private or public law filed by public authorities or third parties (including event attendees, guests or employees) based on events organised by the customer.
5. The hotel is liable only for deliberate or grossly negligent contractual or non-contractual losses, and then only for direct losses. Any further liability of the hotel, in particular due to minor negligence, is explicitly excluded.
6. The customer agrees that the hotel may enter the rental premises in his absence for the purpose of cleaning, technical maintenance, correcting deficiencies, etc. Such access shall not be deemed unlawful entry in accordance with Art. 186 of the Swiss Criminal Code.
7. The hotel is entitled to charge late receivables, damage and missing fitments connected with this contract to the credit card registered at the time of the booking.
8. Structural alterations to the rented accommodation are not permitted. In particular, it is not permitted to affix anything to the ceiling.
9. The customer is not permitted to sublet the rented accommodation or pass it on to third parties. Furthermore, no commercial activities of any kind may be pursued in the rented accommodation.
10. The hotel accepts no liability for losses that can arise from using the internet, caused e.g. by spam, viruses or connection outages. The customer is required to safeguard his own devices against malware in order to prevent spam or viruses infecting the hotel's network. The hotel reserves the right to block users from accessing the internet. The hotel is furthermore required to store certain activities. Other provisions regarding use of the internet are made known along with the login details.
11. Personal post is distributed by reception to customers. The hotel accepts no liability for missing post.
12. The police or the medical emergency services must be contacted in the event of health emergencies or threats. Emergencies connected with the hotel's technical facilities should be

notified to reception. Depending on the urgency, repairs are carried out Monday to Friday between 8 a.m. and 6 p.m.

VIII. Cancellation of the contract by the hotel

1. In the event that force majeure or circumstances beyond the hotel's control prevent a contractually agreed service from being performed in full or in part or performed only under difficult conditions, the hotel may cancel the contract in full or in part without becoming liable for compensation insofar as the service has not yet been performed.
2. In addition, the hotel is entitled to cancel the contract without becoming liable for compensation if it has good grounds for believing that the conduct of the customer could impair the smooth running, safety/security or good name of the hotel in the eyes of the general public. The hotel explicitly reserves the right to file suit against the customer for damages.

IX. Place of jurisdiction and applicable law; severability clause

1. All contracts between the hotel and the customer shall be subject to Swiss substantive law, without regard to the provisions of private international law. The ordinary courts of the Canton of Zurich shall have exclusive jurisdiction over all disputes between the hotel and the customer arising from these contracts.
2. The invalidity of one or more provisions of the present contract shall not affect the legal force of the remaining provisions. In this case, the invalid provision has to be replaced by another legally acceptable provision that comes closest to the intention of the original provision and the contract as a whole.

These general terms and conditions may be subject to future amendments.

Zurich, March 2018