acasa
SUITES ZURICH
LOCAL • INDEPENDENT • PASSIONATE

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General terms and conditions («T&Cs») of Hospitality Real Estate AG for Acasa Suites («the hotel») for the rental of hotel rooms and meeting rooms by an organiser/guest ("the contracting party")

I. Scope

These general terms and conditions (T&Cs) apply for all services delivered by Hospitality Real Estate AG for Acasa Suites (the hotel and restaurant) to guests and organisers (the contracting party). All offers of the hotel are based on these T&Cs, which are an integral part of all contracts concluded between the hotel and the contracting party for the provision of event and conference facilities, hotel rooms for the purpose of accommodation, and all other associated products and services provided by the hotel. The contracting party confirms that he/she has read these T&Cs and accepts them. Should there be any conflicting or deviating conditions between these T&Cs and the contract with the contracting party, these T&Cs shall prevail. The hotel does not accept any conflicting or deviating terms and conditions issued by the contracting party unless an explicit written agreement has been made to this effect.

II. Conclusion of the contract

The T&Cs are contractual are binding integral part of all contractual agreements with the hotel. By booking/renting rooms or services of the hotel the contracting party accepts the T&Cs in its present form. If the customer/placer of the order is not the actual contracting party and the order is being placed for a third party as the contracting party, the placer of the order shall be jointly and severally liable for all obligations arising from the contract together with the contracting party. The contracting partner and client is obliged to provide truthful information and to complete the registration form accordingly.

III. Services, prices, payment

1. The contracting party is obliged to pay the hotel the prices agreed for the services ordered. This also applies to services provided and expenses incurred by the hotel visà-vis third parties. Any bank charges shall be borne by the customer.
2. The contracting party is not entitled to provision of a specific room within the ordered room category.
3. All prices are quoted in Swiss Francs (CHF) and include the statutory value-added tax (VAT). Should VAT change after the conclusion of the contract, the contracting party will be liable to pay the rate of VAT chargeable at the time the services are provided.
4. All room prices exclude the environment fee (local tax) of CHF 3.50 per night and person, which is collected from all accommodation guests aged 3 years and above. For long-term stays of more than 30 nights, the Environment Fee is not applicable from the 31st night onwards for guests who have deposited their official residency registration confirmation with us by then.
5. Should the contracting partner want to change the amount of hotel rooms booked or book additional services of the hotel or should he/she would want to change the length of stay, is always requires a written approval of the hotel, which can make it dependant on a price adjustment.
6. Late-cancellations, No-shows and early departures are charged with 100% of the room price for the reserved or not yet paid roomnights (after check-in no changes can be made to the booking: a change respectively shortening of the booking will be charged in full for the total initially booked number of nights).
7. Based on the hotel's credit policy, room charges are normally payable upon reservation and latest payable upon arrival. A deposit amount of CHF 100 per night (max. CHF 300) will be reserved on the guests credit card as a guarantee for potential consumption by pre-authorisation and will be charged or released on a weekly basis or at check-out based on actual consumption. Alternatively, the guest can place a cash deposit of CHF 100 / night (whereby CHF 200 as a minimum and CHF 300 as a maximum shall apply). Corporate contracts might include other individually agreed conditions. Payments can be made by credit card (MasterCard, VISA, American Express), Debit Card (EC/Maestro, V Pay) or in cash (CHF, EUR) at the respective exchange rate. Any change will be given in CHF.
8. Should the parties agree on a payment by invoice, the entire amount will be payable 10 days after invoice date. In case that the payment is not paid within this period, interest payments in the amount of 5% of the invoice amount as well as a fee of CHF 40 will be charged.
9. The hotel is entitled to charge overdue payments, damages or any missing furnishing objects linked to this contract to the credit card (given at time of booking) of the contracting partner.
10. The hotel is entitled to demand a reasonable advance payment at any time.
11. The hotel is permitted to issue interim invoices for stays longer than one week or for receivables exceeding CHF 1'000.00. Any such invoices are payable immediately.
12. The contract party can only offset undisputed and definitive claims against the ones of the hotel.
13. Long stays (longstay rate with weekly cleaning) are excluded from the Miles&More programme.

IV. Arrival and departure

1. Customers can use reserved rooms from 3.00 p.m. on the day of arrival.
2. Early check-in can be booked for the following fees (until 09.00 a.m.: 100% of room rate/ 9.00 a.m. – 12.00 noon: CHF 100 / 12.00 noon – 2.00 p.m. CHF 30 per hour) subject to availability.
3. Rooms must be vacated by 11.00 a.m. on the agreed day of departure. For departures after 11 a.m. and up to 2 p.m., a late check-out can be booked, which will be charged at CHF 30 per hour. After 2 p.m. the full room rate will be charged. Late check-outs can only be booked on request and subject to availability.
4. Should the hotel room not be fully cleared or should it be heavily dirty, the hotel reserves the right to charge additional expenditures based on its price list.

V. Room regulations and additional fees

1. Pets are allowed subject to prior written approval by the hotel and provided that tranquillity and wellbeing of other guests and hotel staff members are not affected. A

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fee of CHF 35 per night per pet is charged. If needed, an additional cleaning fee can be charged at expenditure after departure.

2. An additional room cleaning upon guest request is charged as follows:
   Classic Room: CHF 30 Studio Suite: CHF 40
   Acasa Suite: CHF 60 Roof top Suite: CHF 100
   2-bedroom Acasa Suite: CHF 80
   2-beroom Rooftop Suite: CHF 130
3. The entire hotel is non-smoking area. This also applies to e-cigarettes, vapes, vaporizers and all other electronic smoking or vaping devices. Incense sticks are also not permitted. In-room smoking is charged with min. CHF 200. Depending on expenditure, the fee will be increased in order to cover the deep cleaning costs. Should the room not be available for sale the following night due to smoke smell or cleaning works, an additional night will be charged in addition to the cleaning fee.
4. Maximum two children are accommodated for free in the parents' room in the available beds.
5. Use of sofa beds for children is charged with CHF 50 per night per child. Baby beds are available free of charge.
6. Use of sofa beds for adults are charged with CHF 50 per night per person (only possible in Acasa suite and Rooftop Suite).
7. The contracting party has the right to use his/her rented room only. Corridors are not allowed to be used as storage area. The luggage room at the reception is solely meant for luggage storage at the arrival day (prior to availability of room) and departure day (after check-out).

VI. Cancellation of rooms

1. **Individual bookings:**
   Individual bookings of 1 to 9 rooms can be cancelled according to the rate regulations:
   Prepaid rate: Prepayment of full amount without possibility of reimbursement/cancellation
   Flexible rate: The booking can be changed or cancelled until 1 day prior to arrival before 3 p.m. In case of later cancellation or no-show, 100% of the room rate will be charged for the first night (also see III.6. no-show).
2. **Groups and room allotments:**
   Group reservations for 10 – 15 rooms:
   - Until 30 days prior to arrival 100% of the roomnights booked can be cancelled without charge
   - 29 to 8 days prior to arrival 20% of the booked roomnights can be cancelled without charge. The 20% refer to the booked room allotment per day.
   - As of 7 days prior to arrival 100% of the booked roomnights will be charged.

   Cancellations outside the free cancellation period, no-shows and early departures will be charged 100% of the booked stay.

   The same cancellation conditions apply to subsequently booked rooms, provided that the total number of rooms does not exceed 15 rooms.

   The hotel reserves the right to impose stricter cancellations conditions due to high demand or existing high occupancy. In such a case, these will be communicated to the customer in writing and will replace the present terms.

   Full prepayment is due upon expiry of the free cancellation period, otherwise there is no entitlement to the rooms or the conditions offered.

   Group reservations of 16-35 rooms:
   - Until 90 days prior to arrival 100% of the booked roomnights can be cancelled without charge.
   - 89 to 60 days prior to arrival 50% of the booked roomnights can be cancelled without charge. The 50% refer to the booked room allotment per day.
   - 59 to 30 days prior to arrival 20% of the booked roomnights can be cancelled without charge. The 20% refer to the booked room allotment per day.
   - 29 to 8 days prior to arrival 10% of the booked roomnights can be cancelled without charge. The 10% refer to the booked room allotment per day.
   - As of 7 days prior to arrival 100% of room costs will be charged

   Cancellations outside the free cancellation period, now-shows and early departures will be charged 100% of the booked stay.

   The same cancellation conditions apply to rooms booked subsequently to the allotment, provided that the total number of rooms does not exceed 35 rooms.

   The hotel reserves the right to impose stricter cancellations conditions due to high demand or existing high occupancy. In such a case, these will be communicated to the customer in writing and will replace the present terms.

   Full prepayment is due upon expiry of the free cancellation period, otherwise there is no entitlement to the rooms or the conditions offered.

   Group reservations for 36 rooms and more
   - Until 90 days prior to arrival 100% of the booked roomnights can be cancelled without charge.
   - 89 to 60 prior to arrival 30% of the booked roomnights can be cancelled without charge. The 30% refer to the booked room allotment per day.
   - 59 to 30 days prior to arrival 15% of the booked roomnights can be cancelled without charge. The 15% refer to the booked room allotment per day.
   - 29 to 8 days prior to arriva: 5% of the booked roomnights can be cancelled without charge. The 5% refer to the booked room allotment per day.
   - As of 7 days prior to arriva: 100% of room costs will be charged (incl. no-show)

   Cancellations outside the free cancellation period, no-shows and early departures will be charged 100% of the booked stay.

   The same cancellation conditions apply to subsequently booked rooms.

   The hotel reserves the right to impose stricter cancellations conditions due to high demand or existing high occupancy. In such a case, these will be communicated to the customer in writing and will replace the present terms.

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Full prepayment is due upon expiry of the free cancellation period, otherwise there is no entitlement to the rooms or the conditions offered.

3. **Call-off allotments**
In the case of call-off allotments, the contracting party reserves a number of rooms which are booked individually by its guests. The contracting party is subject to the cancellation conditions listed above, which apply to cancellations concerning the entire room contingent. The following cancellation conditions apply to the guest of the contracting party:

Individual cancellation policy with a call-off allotment of 10-15 rooms
Until 30 days prior to arrival the reservation can be cancelled free of charge. In case of a cancellation at a later point in time the full stay will be charged with 100%.

Cancellations outside the free cancellation period, no-shows and early departures will be charged 100% of the booked stay.

The given credit card will be charged with the full amount 29 days prior to arrival.

Individual cancellation policy with a call-off allotment with 16 rooms and more
Until 90 days prior to arrival the reservation can be cancelled free of charge. In case of a cancellation at a later point in time the full stay will be charged with 100%. Cancellations outside the free cancellation period, no-shows and early departures will be charged 100% of the booked stay. The full amount will be charged to the given credit card 89 days prior to arrival.

4. For **companies with an annual production**, separate cancellation policies according to corporate agreement shall apply.
5. **Longstay/ monthly stays**
Cancellation policy:The entire stay can be cancelled free of charge up to 28 days before arrival. In case of a later cancellation, 50% of the entire first month's stay will be charged. Subsequent months can also be cancelled free of charge on a monthly basis up to 28 days before arrival. In case of a later cancellation, 50% of the subsequent month of stay will be charged. In case of a no-show, the room will be cancelled at 11:00 a.m. on the following day of arrival, unless there is information about a late arrival. In this case, there is no longer any entitlement to the room and the costs charged amounting to 50% of the entire first month's stay will not be refunded. From the time of check-in, 100% of the costs of the month of stay commenced will be charged. If nothing else is agreed in writing, the following payment policy applies for longstays: A prepayment of 100% of the first month's cost is due by bank transfer by 28 days before arrival. Any bank charges shall be borne by the CUSTOMER. At the latest at the time of check-in, a deposit amounting to one month's is also due (by bank transfer or credit card). The deposit will be refunded by bank transfer after successful room handover and check-out. By the beginning of each subsequent month, 100% of the respective new month is due. In any case, the CUSTOMER guarantees full payment for all services rendered. In the event of late payment or other breaches of contract, the HOTEL reserves the right to terminate the contractual relationship without notice.

6. **Special events/circumstances**
Due to the escalating conflict in the Middle East, the hotel may, in exceptional cases, grant cancellations of non-refundable bookings: Free cancellation of a non-refundable booking may only be considered if the reservation was made before 28 February 2026 (conflict escalation) and against proof that the guest is unable to travel from, or through the affected area. To assess eligibility for a free cancellation, the hotel will request supporting documentation, such as a flight ticket and proof of its cancellation.

VII. Meetings & Events

1. For restaurant bookings and events with over 10 people a BEO agreement is signed. For restaurant bookings/events with a total amount of above CHF 1500 (as per BEO agreement)a prepayment of 50% becomes due at the time of booking. The remaining amount is payable at the end of the event at the restaurant.
2. The contracting party is obliged to inform the hotel about the final number of attendees and the required setting at least 72h prior to the beginning of the event. Should there be any changes to the setting or the services later than 72h prior to the event, a service fee of CHF 100 applies.
3. Cancellation policy for the organiser:
   -Cancellation more than 14 days prior to the event: event may be cancelled free of charge
   - Cancellation 13 to 72h prior to the event: 50% of the event value will be charged as cancellation fee
   - Cancellation 71h prior to the event: The full event value will be charged as cancellation fee
4. Absent an agreement to the contrary, drinks shall be invoiced based on actual consumption. Opened bottles will count as fully used.
5. Reserved function rooms are only available to the contracting party within the timeframe agreed on in the BEO agreement.
6. If the agreed start and end times for the event, as agreed on in the BEO agreement, change without the hotel's prior written approval, the hotel shall be entitled to levy additional charges for staff and the use of rooms and equipment. This shall not apply if the hotel is responsible for the change in timings.
7. Should an event last longer than the normal opening hours of the restaurant, the hotel will charge an additional fee to cover the cost of the service staff.
8. Costs arising in addition to the contractually agreed services – such as telephone and bar bills or additional meals and drinks – will be invoiced as per the billing arrangements defined in advance. If event participants fail to meet their personal costs, the contracting party shall be jointly and severally liable together with the event participants.
9. The contracting party must acquire any licences needed for his/her event at his/her own expense and comply with the regulations which apply to his/her event under public law.
10. The contracting party must contact the relevant authorities and pay any royalties arising from performances of music himself/herself.
11. The contracting party may only use the hotel's name and

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trademark to advertise his/her event with the hotel's explicit permission.

12. The contracting party may not bring own food and drink to events.
13. Insofar as the hotel procures technical appliances or other equipment from third parties at the contracting party's request, it is acting on the contracting party's behalf and authority. The contracting party is responsible for treating the equipment carefully and returning it in an acceptable condition. The contracting party exempts the hotel from all third-party claims arising from the use of such equipment.
14. The contracting party must seek the hotel's written approval for the use of its own electronic equipment in conjunction with the hotel's power supply. Any faults or damage caused to the hotel's technical equipment by the use of such appliances are chargeable to the contracting party. The hotel may record electricity costs arising from such usage and invoice them at a flat rate.
15. The contracting party is liable for ensuring that any decorations or other material supplied comply with the fire authority's specifications. He/she must provide the hotel with official confirmation of this on request. The assembly and affixing of objects must be discussed with the hotel beforehand as this can potentially cause damage.
16. Packaging, exhibition pieces and other items brought on site must be removed immediately following the event. If the contracting party fails to comply with this, the hotel shall be entitled to remove and store such items at the contracting party's cost. If items are left in the function room, the hotel shall be entitled to charge for use of the room as per the contractual arrangements until they are removed.
17. The contracting party is liable for all damage caused to buildings or fixtures and fittings caused by himself/herself, event participants and/or visitors, his/her staff or vicarious agents.
18. If excessive dirt makes special cleaning or additional housekeeping necessary at the hotel's discretion, the hotel will make the necessary arrangements and charge the additional expenses to the contracting party.
19. The contracting party is responsible for ensuring that the number of people admitted does not exceed the relevant room's capacity. The maximum guest numbers provided by the hotel must be observed. The contracting party is also responsible for complying with safety regulations (keeping emergency exits free, enforcing the smoking ban, etc.). The hotel accepts no liability in the case of non-compliance.
20. The hotel can demand that adequate collateral is furnished by the contracting party.

VIII. Rescission by the hotel/right to expel

1. The hotel shall be entitled to terminate the contract if advance payment is not received, even after a reasonable extension has been granted by the hotel.
2. Furthermore, the hotel shall be entitled to rescind the contract if this is objectively justifiable under the circumstances, for example if:
   - acts of God or other circumstances beyond the hotel's control make it impossible to perform the contract;
   - the key details provided when events are booked are misleading or incorrect, e.g. the name of the contracting party or purpose;
   - the hotel has reason to believe that the event could impair the hotel's smooth business operations, safety or public reputation, without this being attributable to the hotel itself;
   - the contracting party allows third parties to use the hired rooms without the hotel's approval.
3. The hotel is entitled to refuse a customer access to the hotel and accommodation if it is justifiably concerned on the customer's arrival that he/she is under the influence of drugs or alcohol, or if he/she behaves aggressively vis-à-vis hotel staff or other guests. The hotel is entitled to expel a customer from the hotel and terminate the existing contract with him/her or the relevant contracting party without notice if the guest is repeatedly noisy, or if he/she bothers or insults other customers or hotel employees.
4. The hotel shall be entitled to rescind the contract if it is justifiably concerned that the behaviour of a guest jeopardizes the smooth running of the hotel operation, the security or the image of the hotel. The hotel expressively reserves the right to sue the contracting party for damages.
5. If the hotel exercises its right to rescind the contract or expel a guest, the contracting party or the customer affected shall have no right to claim damages from the hotel.
6. Should the hotel unexpectedly not be able to provide the reserved hotel rooms, the hotel will organise an alternative hotel of similar category. In addition the hotel will bear the following incurred costs:
   – Transport to the hotel of similar category
   – Price difference to hotel of similar category
   The hotel will not bear any other costs than mentioned above.
7. Should the hotel, according to rescission of contract VIII) 4., be entitled to claim for compensation, the hotel has the right to claim a lump-sum compensation.

IX. Contract cancellation / termination by contracting party

The contracting party can terminate the contract with the hotel only to the extent that this is agreed to in his contract in writing. Should the contracting party not terminate the contract within the contractually defined notice period, the contracting party shall have forfeited the right for termination upon the end of the notice period and the contract shall remain in full with the consequence that the contracting party will have to pay for the contractually agreed compensation, even if he/she has not made use of the requested services and products.

X. Deficiencies, liability limitations

1. The hotel accepts no liability for the theft of or damage to materials and equipment brought into the hotel by the contracting party or third parties contracted or invited by him/her. Cash, securities and valuables can be stored in the hotel safe. The hotel recommends making use of this option.
2. Furthermore, the hotel shall not accept liability for damage to any property belonging to the contracting party, his/her event participants/visitors, or his/her employees or vicarious agents, unless this was caused intentionally or by gross negligence on the part of the hotel. The hotel accepts no liability for consequential damage, however caused. This clause restricting and excluding liability

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applies to all claims for damages, regardless of their cause in law.

3. The hotel shall be entitled to request evidence of valid and appropriate insurance at any point in time.
4. The contracting party shall observe public order. The contracting party 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 contracting party 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 fittings 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 prohibited to affix anything to the ceiling and to cover ventilation apertures or fire detectors. Any manipulation of the fire detector is charged with CHF 500 in addition to incurring costs. A potential firefighter outreach will be charged to the guest.
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. The legally binding date protection guidelines apply.
11. In principle, all claims against the hotel expire one year from the point at which the contracting party becomes aware of the circumstances that could establish a claim. Claims for damages expire five years after the point at which the contracting party 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.
12. Personal mail to guests is held at the reception until departure of the guest.. The hotel accepts no liability for missing mail and does not forward any post mail after departure.
13. 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 5 p.m.

XI. Place of jurisdiction and applicable law; severability clause

1. Any alterations or additions to the contract or these T&Cs shall only be valid if they are made in writing. Unilateral alterations or additions by the contracting party shall be null and void
2. The hotel premises form the place of performance and payment. Suppliers based abroad recognise Zurich as the domicile for legal purposes.
3. Zurich is the sole place of jurisdiction. The hotel is entitled to pursue or take action against suppliers in any other legally permissible place.
4. Swiss law alone shall apply.
5. 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.
6. These general terms and conditions may be subject to future amendments.

Zürich, updated November 2026