

General Terms and Conditions

Section 1: General Section

1. Scope

These General Terms and Conditions (GTC) regulate the legal relations between the customers, hereinafter referred to as the guests, and the Artekonferenzzentrum AG, hereinafter referred to as the hotel. When the term "guest" or "his" is used, this refers to both the masculine and feminine form. These General Terms and Conditions apply to all contracts pertaining to accommodation services and/or events, including any associated services. For the sake of simplicity, these are always referred to as a contract in these T&Cs, irrespective of which service they relate to. The contracting parties are the guest and the hotel. If individual provisions in these T&Cs are invalid or become invalid, this shall not affect the validity of the contract and the remaining provisions of the T&Cs. Olten shall be the place of jurisdiction for any disputes arising from this contract, provided there is no other mandatory statutory jurisdiction. Swiss law applies exclusively to all contractual, reservation and additional agreements as well as the general conditions. The place of performance and payment is Olten.

2. Conclusion of the Contract

A written confirmation from the guest concludes the contract for the rental of rooms and other areas within the hotel and on its premises outside, as well as the purchase of other goods and services. Documents sent electronically, such as emails and forms generated online, are also valid forms of written confirmation. The agreed services are legally binding in all respects for the hotel as well as the guest.

3. Prices

The prices communicated by the hotel are in Swiss francs (CHF) and include the statutory value added tax. The guest shall bear the cost of any increase in statutory duties after the contract has been concluded.

4. Payment Terms

4.1. Deposit/Advance Payment

The hotel is entitled to require full or partial advance payment when a reservation is made, especially in the case of bookings with a foreign billing address. The hotel will specify the payment terms in the invoice.

If an advance payment is not received in time, the hotel is entitled to withdraw immediately (without any reminder) from the contract (including from all confirmed services) and demand payment of any costs relating to the cancellation.

4.2. Final Invoice

The final invoice will include the agreed price plus any surplus amounts incurred by the hotel resulting from additional services for the guest and/or the persons accompanying them.

The final invoice must be paid in Swiss francs in cash or by accepted debit or credit card, when the guest checks out on the day of departure at the latest.

Invoices sent by agreement must be settled within 10 days of the invoice date. The full billing address must be provided when the definitive reservation is made. The guest is liable for any unpaid invoices of the individual participants.

The amount invoiced must be paid without any further deductions. No deductions or discounts shall be applied to the amount owed.

5. Options, Offers

5.1. The deadlines for accepting the hotel's offers are set out in the respective offer. The hotel is no longer bound to the offer after the respective deadline has elapsed.

5.2. Option data are binding for both parties. The hotel can dispose of the services offered without further notice, after the option period/offer has expired.

Section 2: Additional Terms and Conditions for Accommodation

6. Reservation, Arrival and Departure

6.1. A reservation made on the day of arrival is binding once it is confirmed by the hotel.

6.2. If for unforeseen reasons the booked room category is not available on arrival, the guest will be assigned a room from the next higher category.

6.3. If no rooms are available in the hotel despite the reservation having been confirmed, the hotel must provide the guest with an equivalent substitute in a nearby hotel of a comparable or higher category. The hotel shall bear any additional expenses for the substitute accommodation arrangements. If the guest declines the substitute room, the hotel shall immediately reimburse any payments already made by the guest (e.g. deposits). The guest is not entitled to make any further claims.

6.4. Subject to other agreements, the guest is entitled to use the hired rooms from 2 pm on the agreed arrival day and until 10 am on the day of departure.

6.5. If the guest leaves early, the hotel is entitled to charge in full for all the services booked.

6.6. The hotel room is reserved exclusively for the registered guest or the registered guests. Transferring the room to a third party or letting an additional person use the room requires the consent of the hotel.

6.7. The scope of the contract is determined by the reservation individually made and confirmed by the guest.

6.8. The customer may only use the rooms for the agreed purpose.

7. Cancellation and Change of Reservation

7.1. Reservations of 1 to 4 hotel rooms can be cancelled free of charge up to 48 hours before the expected time of arrival. If these reservations are cancelled later or the guests do not turn up (a no show), there will be a charge for the cost of 1 night.

7.2. If the guest who has made the booking registers further guests, he shall be liable for the total amount of the invoice resulting from the reservation.

7.3. Exceptions to these cancellation charges, e.g. during trade fairs or data defined by the hotel, are specified in the booking confirmation.

Section 3: Additional Terms and Conditions for Events

8. Definition, Cancellation and Change of Reservation

8.1. Definition

The term "event" refers to seminars, congresses, banquets, meetings, weddings, workshops, etc.

8.2. Changes/Cancellation

The hotel must be informed in advance of any changes to the number of participants, in compliance with the following deadlines: (The specification in days is defined as a working day: Monday to Friday)

Up to 10 people	2 days
11 – 20 people	5 days
21 – 50 people	15 days
from 51 people	20 days

If there are actually going to be fewer people attending, it is the specified guaranteed number that is the basis for the invoice. If more people than anticipated attend, then the actual number of people attending will be charged for on the invoice. In this case, the hotel does not guarantee that the additional participants will be included.

Changes to the contract will only be binding for the hotel if they are confirmed in writing. Changes or additions to the contract made solely by the guest are not considered as effective.

Cancellations of reservations must be made in writing (by letter, fax or email). The hotel is entitled to charge for the booked services either in full or in part. Unless agreed otherwise, the following conditions apply:

Cancellation of events up to 79 people

Cancellation up to 61 days (calendar days) before the event: free of charge

Cancellation 60 to 31 days before the event: 25% of the contractually agreed service

Cancellation 30 to 15 days before the event: 50% of the contractually agreed service

Cancellation 14 to 3 days before the event: 75% of the contractually agreed service

Cancellation 2 to 0 days: 100% of the contractually agreed service

Cancellation of events from 80 people

Cancellation up to 121 days (calendar days) before the event: free of charge

120 to 61 days before the event: 25% of the contractually agreed service

60 to 31 days before the event: 50% of the contractually agreed service

30 to 15 days before the event: 75% of the contractually agreed service

from 14 days before the event: 100% of the contractually agreed service

8.3. For partial cancellations, with agreed services worth in excess of CHF 2,000.00, the same conditions apply as for the cancellation of events for up to 79 people.

9. Start/End of the Event

If the agreed start and end times of the event are postponed on the day of the meeting, the costs incurred by the hotel can be included in the invoice. This does not apply if the hotel is responsible for the postponement.

10. Food and Drink

The guest and/or the organiser is obliged to purchase food and drinks exclusively from the hotel. The sale of food and drinks is exclusively reserved to the hotel.

11. Extension

If an event continues past 11:30 pm, a night surcharge must be paid. The extension must be registered with the hotel no later than 1 month before the event.

Extensions up to a maximum of 2:00 am will be charged CHF 200.00 for each additional hour. This already includes any fees relating to the extension of the closing time.

12. Other Services

If the guest requests services that the hotel does not provide, then the hotel will act solely as an intermediary in this case.

The hotel is not liable under any legal title for services which it has only arranged as an intermediary for the guest.

Technical equipment not available in the hotel can be hired on request. All external costs will be charged to the organiser. The organiser is responsible for the correct use and the

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proper return of all technical equipment and facilities.

13. Event Schedule

Reception tables, promotional material, banners etc., may only be set up outside the rented premises in consultation with the hotel. Public areas of the hotel may not be used for group work. This must take place in the agreed group rooms.

The organiser undertakes to comply with the hotel's fire policy regulations by, in particular, not obstructing the escape routes, and ensuring that all materials brought in fulfil the guidelines of the hotel's fire policy. The use of flammable items is strictly prohibited.

14. Deliveries and Pick-ups

Deliveries and pick-ups for events must be coordinated with the hotel and communicated in writing to the hotel in good time, before they are delivered at the latest. The hotel reserves the right to reject deliveries without a sender or valid consignee. The hotel shall reject any resulting obligation or liability. Deliveries must bear the correct address, including the details of the event. The hotel shall not be liable for paying any shipping charges, customs fees or VAT relating to incoming packages. If this provision is not adhered to, the hotel shall refuse to accept the respective delivery.

Section 4: Additional Terms and Conditions for Groups

15. Definition

Groups within the meaning of these T&C refer to room reservations with a minimum of 5 booked rooms.

16. List of Names

The hotel must be informed of the definitive list of names of each member of the respective group at least 14 calendar days before their arrival.

17. Cancellation and Change of Reservation

Reservations can be cancelled without incurring a charge up to 31 days (calendar days) before the departure date. The following charges shall be applied in the case of a cancellation:

- 30 - 20 days before the departure date: 50%
- 19 - 14 days before the departure date: 75%
- 13 - 0 days before the departure date: 100%

Section 5: Further Provisions

18. Right to Withdraw

The hotel is entitled to withdraw from the contract at any time for factually justified reasons by means of an immediate unilateral and written statement. Such factually justified reasons would include, for example:

- the non-payment of an agreed advance payment or security deposit within the deadline set by the hotel;
- a force majeure or other circumstances beyond the control of the hotel which render it objectively impossible to fulfil the contract;
- rooms or areas that are booked or used under misleading or false pretences, e.g. in the person of the guest or the purpose of their use or stay;
- the hotel has justified reason to believe that the use of the agreed services may adversely affect the smooth operation of its business, the safety of the other hotel guests or the reputation of the hotel;
- the guest has become insolvent (bankruptcy or futile enforcement) or has ceased payments;
- the purpose or reason for the stay is illegal.

If the hotel withdraws from the contract for the aforementioned reasons, the guest is not entitled to compensation and they are still obliged, in principle, to pay for the services booked.

19. Internet

The hotel provides guests with free access to the Internet (WiFi). The guest is responsible for the use of the login information. They are liable for any misuse and illegal behaviour when using the Internet.

20. Smoking

Smoking is not permitted throughout the hotel. If this regulation is violated, the respective guest will be charged CHF 350.00.

21. Liability

The guest is liable for any personal belongings they bring into the rooms or on the hotel premises. The hotel does not accept any responsibility for security and storage requirements. The hotel does not accept any liability for the loss or damage of the objects brought by the guest, except in the case of gross negligence or wilful misconduct on the part of the hotel. The guest is responsible for insuring the objects brought into the hotel. If valuables such as jewellery, cash or securities are not handed over to the hotel for safekeeping, the liability of the hotel is excluded within the scope of the legal framework.

Within the scope of the legal framework, the hotel does not accept liability for the guest for any slight or average negligence and is only liable for damages caused intentionally or by gross negligence.

If there are faults or defects within the services of the hotel, the hotel will make every effort to rectify this after being notified immediately by the guest. If the guest fails to notify the hotel in due time, the former is not entitled to a reduction in the contractually agreed remuneration for the said services.

The guest is liable to the hotel for any damages or loss caused by him, his attendants or assistants, without the hotel having to provide evidence that the guest is at fault.

The guest is liable to third parties for the services arranged and the expenses incurred by the hotel.

If a third party makes the booking for the guest, he is jointly liable to the hotel as the purchaser together with the guest as co-debtor for all the obligations included in the contract. Irrespective of this, each purchaser is obligated to forward all the relevant information, in particular these General Terms and Conditions, to the guest.

22. Pets

Pets may only be admitted to the hotel with the prior consent of the hotel and for a special fee of CHF 50.00 per day. Guests who bring a pet to the hotel are obligated to keep and supervise their pet properly during their stay, or to have it looked after and/or supervised at their expense by a suitable third party. The guest shall bear the costs of repairing any damage caused by their pet.

23. Lost Property

If the ownership of any lost property is known, along with the corresponding residential or business address of the respective owner, the said property will be returned to the rightful owner. The guest is responsible for the costs and the risk of the return postage.

24. Media

Advertisements in media (such as newspapers, radio, television, Internet) using the company logo or photos require the prior written consent of the hotel.