

GENERAL TERMS & CONDITIONS OF BUSINESS (GTC) RIGI KULM HOTEL

1. Basic Information

These general terms & conditions of business (GTC) govern the legal relationship between the guest/customer/organizer, herein-after named Contractual Party, and Rigi Kulm-Hotel AG as operator of the Rigi Kulm Hotel.

For simplification purposes, these GTC always mention Contract, regardless of the kind of service.

The hotel's terms & conditions of business valid at the time when the Contract was concluded apply exclusively. The guest's general terms & conditions of business apply only when this was expressly agreed upon in writing before the Contract was signed.

If individual provisions of these GTC become null and void or invalid, they shall not affect the validity of the Contract and the other GTC provisions. In addition, legal provisions apply.

2. Object of the Contract & Scope of Application

The Contract about the rental of rooms, seminar rooms, spaces and the purchase of other deliveries and services comes into being with the guest's written confirmation.

A reservation made on the day of arrival is binding the moment it is accepted by the Hotel.

Contractual modifications become binding for the Hotel only until a written reconfirmation has taken place. Unilateral contractual modifications or supplementations on the part of the guest are null and void.

Faxes and e-mails are also accepted as written confirmation.

3. Services, Payments and Prices

The Rigi Kulm Hotel commits itself to render the services ordered by the Contractual Party that the Rigi Kulm Hotel has accepted in writing.

All prices are understood to be in Swiss francs (CHF) and include the current rate of the statutory value added tax (V.A.T.).

The Rigi Kulm Hotel is entitled to request a reasonable deposit at any time. The deposit amount and payment dates are agreed upon in writing in the Contract. If the guest does not comply with his deposit obligation by the due date, the Rigi Kulm Hotel is entitled to withdraw from the Contract after an unused, reasonable grace period has expired and to make the rooms and/or spaces available to others. If the Rigi Kulm Hotel does not request a deposit, the customer must pay the full invoice amount no later than on the

day of his departure, either in cash, with credit card (Master, Visa, American Express) or debit card (EC/Maestro, Postcard). If payment through invoice is agreed upon, the full invoice amount becomes due 30 days after invoice date. In case of a late payment, the Rigi Kulm Hotel is entitled to charge interest for arrears in the amount of 5% per year.

The Rigi Kulm Hotel expressly reserves the right to change prices.

4. Hotel Rooms

4.1 Check-in and check-out times

Hotel rooms are ready for occupancy from 3:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure.

4.2 Cancellation conditions

The following cancellation conditions apply both to the cancellation of bookings, no-shows and early departures.

Individual reservations (up to 4 rooms overall)

- Up to and including 24 hours before the agreed upon date of arrival, the guest can withdraw from the Contract without consequential costs.
- If the stay is cancelled in writing within 24 hours before the confirmed date of arrival, 50% of the costs are charged in accordance with the reservation confirmation.
- If no written cancellation is received, the guest is charged 100% of the costs in accordance with the reservation confirmation.

Group reservations (min. 5 rooms)

The following cancellation fees are charged if more than 15 persons of a group or 50% of the booked services are cancelled:

- Up to and including 60 days before the date of arrival, the group reservation can be cancelled without consequential costs.
- If the stay is cancelled in writing up to 15 days before the confirmed date of arrival, the guest is charged 20% of the costs in accordance with the reservation confirmation.
- If the stay is cancelled in writing 15 to 5 days before the confirmed date of arrival, the guest is charged 50% of the costs in accordance with the reservation confirmation.
- If the stay is cancelled in writing within 5 days before the confirmed date of arrival, and if no written cancellation is received, the guest is charged 100% of the costs in accordance with the reservation confirmation.

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5. Banquets and Conferences

5.1 Number of participants

The organizer must communicate to the Rigi Kulm Hotel the definitive number of participants (= guaranteed number) 3 working days before the day of the event. If the actual number of participants turns out to be smaller, the guaranteed number indicated is taken as basis for billing; if the actual number of participants is higher, the costs actually incurred are billed.

5.2 Catering

If no written agreement was made, the organizer is obligated to purchase all food and drink from the Rigi Kulm Hotel. Otherwise, a previously agreed-upon corkage or service fee is charged.

5.3 Surcharges

The following night surcharges are charged after midnight:

Until 12:45 a.m.	Fr. 150.–
Until 2:00 a.m.	Fr. 300.–
Until 3:00 a.m. (maximum)	Fr. 650.–

The hotel has the right to indicate the event participants to leave the premises after a possible extension approval has elapsed.

5.4 Seminar reservations

The organizer must communicate reservation cancellations of seminar spaces to the Rigi Kulm Hotel in due time.

Cancellations made 30 to 15 days before the day of the event are charged 50% of the seminar costs incurred.

Cancellations made within 15 days before arrival are charged 100% of the seminar costs incurred.

The night surcharges listed in Section 5.3 apply to seminars.

5.5 Cancellation of the event by the organizer (day event)

The organizer must communicate a reservation cancellation of event spaces early to the Rigi Kulm Hotel. In case of 10 or more participants: In banquets for at least 10 participants, no costs are charged if the cancellation is made no later than 14 days before the event.

The following flat fees of the expected invoice amount are charged to the organizer for cancellations made within 14 days (2 weeks) before the day of the event (calculated according to the number of participants listed in the reservation confirmation):

Cancellation 8–14 days in advance:
50% of the lost profit

Cancellation 3–7 days in advance:
75% of the lost profit

Cancellation 0–2 days in advance:
100% of the lost profit

6. Lost Objects

Lost objects are sent to the guest only upon request and under his own risks and expense. Otherwise, the objects are disposed of after the 3-month storage period has elapsed.

7. Place of Jurisdiction & Applicable Law

Schwyz is agreed upon as place of jurisdiction for all possible disputes resulting from this Contract, as far as there is no other required place of jurisdiction.

Only Swiss law applies to all contractual, reservation, possible additional agreements and general conditions.

The place of fulfillment and payment is the Rigi Kulm Hotel.

Rigi Kulm, June 2016

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