

## **General Terms and Conditions**

### **1. Scope**

These general terms and conditions ("T&C's") govern the agreement entered into between you and us for our hotel services to be provided to you, on the date(s) set out in the Contract Proposal. The Contract Proposal becomes a legally binding contract when signed by both parties.

The Contract Proposal cannot be transferred to a third party without our prior consent and we reserve the right to amend rates and conditions in case of transfer.

### **2. Definitions**

«Agreement» means the agreement for Hotel Services entered into between you and us by way of your timely and written acceptance of our Contract Proposal.

«You» means the party to which the Contract Proposal is addressed.

«We, our, us» means the HOTEL.

«Contract Proposal» means the written Proposal for Hotel Services for your Event and may comprise meeting- and event space rental, food and drinks, overnight accommodation, and other services.

«Event» means one or more consecutive days specified in the Contract Proposal on which you intend to gather a defined number of persons at our premises for a specific purpose.

«Hotel Services» mean the services offered by us for your Event as specified in the Contract Proposal and accepted by you through your timely countersignature of the Contract Proposal (including, but not limited to, guest room accommodation, meeting room and event space rental, equipment, food and drinks and other).

### **3. Event Facilities**

We shall provide you with facilities and related space and equipment as specified in the Contract Proposal. We reserve the right to change the booked facilities for the case of any change of the factual circumstances. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.

You may request us to procure technical and other equipment from third parties on your behalf and you shall not without our prior written authorisation install and use any own technical equipment. We may charge you for the power costs which arise through the use of such equipment, and there may be also be a charge related to the connection fee for use of information technology equipment.

Installing and use of non-technical equipment and fitting decoration on walls and ceilings are subject to our prior consent.

Your own or any third party's equipment is kept in our facilities at your sole risk. We shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts. Equipment brought along must comply with the fire protection regulations. We are entitled to demand an official certificate for this.

After your Event you must remove all equipment without undue delay. You are responsible for disposing of any packaging material or waste in compliance with the statutory provisions.

Any changes in the number of delegates should be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, on request and upon availability.

Delegate packages are available daily from 7am until 8pm. Additional charges may apply if your Event begins or ends outside of these hours. Special arrangements will equally be charged separately.

No food and drinks are to be brought into the hotel or grounds for consumption on the premises, without our prior consent.

Your use of our facilities and our Hotel Services shall be compliant with the contract proposal, these T&Cs and national and local laws and regulations as well as with all protocols, guidelines and measures applicable, which will be available to you upon request.

All entertainment arrangements (for example: extension of the service hours of the bar) must be confirmed to be approved prior to the date of the Event. Unless explicitly agreed upon otherwise, you are responsible for obtaining appropriate permissions and licenses and payment of applicable fees (for example: license fees for use of music rights, mandatory contribution to social security of artists and other).

#### **4. Guest Rooms**

We shall provide you with guest rooms as specified in the Contract Proposal.

Check-in time is from 15h00 on the day of arrival. Check-out time is 12h00 on the day of departure, unless otherwise specifically agreed upon with you. An additional charge may be required in the case of late check-out and is subject to availability on the day of departure. If a delegate leaves before the agreed date of departure, cancellations fees may apply.

Any changes in the number of delegates and guest rooms needed, shall be communicated to us immediately. If the number increases, we will do our best to accommodate the additional delegates, on request and upon availability.

If we are unable to provide guest rooms as confirmed by us, we shall notify you as soon as possible. Alternative accommodation will then be provided at the nearest comparable hotel at our expense. We will also cover the costs for a telephone call and one daily round-trip transportation between the other hotel and us.

#### **5. Cancellations**

You shall find the regulations which entitle you to withdraw from the Agreement partly or in full within the individual Contract Proposal you receive for your booking at the HOTEL.

Any amendments towards this agreement needs to be agreed from both parties in written.

If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

#### **6. Rates**

The rates are offered in CHF and include applicable taxes and service charges. The rates are subject to reasonable increase by us if unexpected increases in taxes, cost of goods, or limitations of supply outside of our control occur and the period between your signing of the Contract Proposal and the start date of the Event is no less than eighteen (18) months.

If you cancel the contracted Hotel Services by more than 30% we are entitled to reasonably increase the rates specified in the Contract Proposal, regardless of any applicable cancellation charges.

#### **7. Deposit**

In the event that a deposit has been requested this must be paid within fourteen (14) days after your signing of the Contract Proposal. Additional deposit payments may be required prior to your Event.

If you fail to make the deposit payment(s), we are entitled to withdraw from the Agreement and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit payment was due.

To the extent delegates are requested to settle guest room charges and daily delegate package fees on an individual basis, we are entitled to request a security deposit in the form of a credit card guarantee or similar from the delegate. If you are requesting credit facilities completed credit application forms are required twenty-one (21) days prior to the start date of the Event.

#### **8. Payment**

You shall pay all fees and charges for Hotel Services as set out in the Contract Proposal. All extra charges incurred by delegates or by you during the Event shall be paid upon departure. If credit is granted and agreed by us, full settlement must be made within ten (10) business days from receipt of the invoice. We may charge interest for delayed payment, of (1½%) per month or the maximum interest rate permitted by applicable law if lower.

To the extent individual payment by delegates is agreed, you shall duly inform the delegates thereof. You shall be jointly and severally liable for the due settlement of guest room charges and daily delegate package fees on an individual basis, which shall be made upon departure.

#### **9. Hotel's Termination Rights**

We are entitled to terminate the Agreement with immediate effect upon written notice to you, if (i) circumstances which are out of our control, make it impossible to render the agreed Hotel Services to you and to fulfil our contractual obligations under the Agreement; and (ii) if we have reason to assume that you have made misleading or false statements about the purpose of the Event and your use of our facilities and Hotel Services would harm or endanger our normal operation or reputation; and (iii) if bankruptcy or settlement proceedings have been initiated against you or a foreclosure decree has been issued in respect of any of your assets. We shall not be liable to compensate you for any loss or damage incurred as a consequence of our termination of the Agreement hereunder.

## **10. No Transfer**

You are not allowed to assign or transfer the Agreement, nor to sublease or license or otherwise give in use the contracted facilities to any third party, including a group company being with you, without our prior written consent.

## **11. Liability**

We shall solely be liable to you or any delegate for any loss or damage caused by our gross negligence or wilful acts or omissions, except if mandatory strict liability applies pursuant to the applicable law. Any claims made against us shall only be valid, if notified to us immediately upon taking knowledge of the potential for a loss or damage and no later than (1) year after the agreed start date of the Event. This limitation of liability shall not apply in case of bodily injury or death.

You shall be liable to us for any loss or damage to our building and equipment, our personnel, other guests or our brand system or any other damage, if caused by you or any delegate or third party involved in the Event by you or resulting from not respecting the terms of the contract proposal and/or these T&Cs. You accept liability for all reasonable costs for any services provided to you or any delegate or third party involved in the Event in excess to what is agreed if such costs result from complying with applicable laws, regulations, protocols, guidelines and measures. We may request prove of your liability insurance covering the Event to protect us against our exposure to your liability. You indemnify us and our affiliates and directors, officers and employees from and against all claims, actions, suits, investigations, penalties and fines of any kind arising from your breach of the contract proposal, these T&Cs and applicable law and regulations.

## **12. Law and Jurisdiction**

This Agreement is subject to the laws of the country where the hotel is located. All disputes, conflicts and claims arising from or in connection with this Agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile.

Conversely, disputes shall not be settled out of court by a private consumer arbitration board. Participation in such a dispute settlement procedure is therefore explicitly excluded

## **13. Force Majeure**

The Hotel will be entitled to cancel, suspend or otherwise amend the event booking in whole or in part as a result of force majeure incident, including but not limited to war, riot, fire, natural disaster, strike, acts and advice of government and health authorities and organizations, terrorism, epidemics, civil disorder and any other cause beyond its control. The Client accepts such amendments to the event booking, will not be entitled to any form of compensation and will in the event of cancellation reasonably cooperate to reschedule the event.

Should the client or the Hotel not be able to go ahead due to guidelines on travel and advice on social distancing from WHO (World Health Organisation) or other similar bodies then the client and/or the Hotel reserves the right to postpone the event to an alternative date of equal or greater value to take place within the next 12 months from the original date of the booking without penalty. If the event has been moved or postponed to new dates from the original contract; the cancellation policy of the contract for the original dates are applicable.

## **14. Directives on travel package contracts**

In the event of booking additional travel services for your trip with us, we are not responsible for the proper provision of the individual travel service. If you have any problems, please contact the respective service provider

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These terms and conditions apply to the following legal entities:

### **Radisson Red Vienna GmbH**

Radisson RED Vienna

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ATU 77391804, FN 564014 h

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