

General Terms and Conditions (Switzerland)

1. Basics

These General Terms and Conditions (GTC) govern the legal relationship between the guest/customer (hereinafter "Guest") and Harry's Home Schweiz AG as the operator of the hotels:

- Zurich Wallisellen

Harry's Home Schweiz AG

Location: Zurich-Wallisellen

Seidenplatz 3

8304 Wallisellen

- Bern

Harry's Home Schweiz AG

Location: Bern-Ostermundigen

Bernstrasse 25

3072 Ostermundigen

- Zurich Limmattal

Harry's Home Schweiz AG

Location: Zurich-Limmattal

Industriestrasse 160

8957 Spreitenbach

Hereinafter collectively referred to as the "Hotel." For simplicity, these GTC refer to a "contract" regardless of the service concerned.

Only the Hotel's terms and conditions valid at the time of contract conclusion apply. The Guest's general terms and conditions apply only if expressly and in writing agreed before contract signature.

If individual provisions of these GTC are ineffective or invalid, the validity of the contract and the remaining provisions shall not be affected. Otherwise, the statutory provisions apply.

2. Place of Jurisdiction / Applicable Law

For any disputes arising from this contract, the place of jurisdiction is Baden, Canton of Aargau, unless another mandatory statutory jurisdiction exists.

Exclusively Swiss law applies to all contractual matters, reservations, any supplementary agreements, and general conditions. Place of performance and payment is the Hotel's registered office.

3. Definitions

Groups: Travel groups with a minimum of 10 booked rooms.

Written confirmations: Includes fax and e-mail messages.

Contracting parties: The Guest and the Hotel.

4. Subject Matter of the Contract / Scope

The contract for the rental of rooms, seminar rooms, spaces, and the procurement of other goods and services is concluded upon the Guest's written confirmation or by conduct. A reservation made on the day of arrival becomes binding upon acceptance by the Hotel.

Contract amendments become binding for the Hotel only upon (written) reconfirmation. Unilateral changes or additions by the Guest are invalid. Subletting or further letting of the rooms provided, as well as any use other than accommodation, requires the Hotel's prior written consent.

5. Scope of Services

The scope of services is determined by the Guest's individual reservation as made and confirmed. Unless otherwise agreed, the Guest has no claim to a specific room.

If, despite a confirmed reservation, no rooms are available, the Hotel must inform the Guest in good time and offer equivalent accommodation in a nearby hotel of comparable or higher category. Any additional expenses for the replacement accommodation are borne by the Hotel. If the Guest declines the replacement room, the Hotel must promptly refund any services already paid (e.g., deposits). No further claims exist.

6. Duration of Use

Unless otherwise agreed, the Guest may use the rented rooms from 4:00 p.m. on the agreed arrival day until 11:00 a.m. on the departure day. For arrivals after 6:00 p.m., the Hotel must be notified by the Guest by 6:00 p.m. on the arrival day by phone or in writing; otherwise, the Hotel may freely dispose of the rooms. Free reductions by 1 night are possible on the new departure day until 11:00 a.m.; after that, the following night will be charged at 100%.

This does not create contractual claims to continued use; the assertion of damages remains reserved. In case of late vacating, the Hotel may remove the Guest's belongings from the room and store them at a suitable place in the Hotel at the Guest's expense.

7. Prices / Payment Obligation

Prices communicated by the Hotel are in Swiss francs (CHF) and include VAT, any visitor's taxes, and other charges. The Guest must pay the agreed or applicable prices for the room and for any additional services used. This also applies to orders by companions and visitors. Increases in statutory charges after contract conclusion are borne by the Guest. Prices quoted in foreign currencies are reference values and charged at the daily rate. The prices confirmed by the Hotel apply.

Prices may change if the Guest subsequently changes the number of booked rooms, Hotel services, or length of stay. For stays of 3 nights or more, a guarantee/deposit via payment link is required. The deposit is a partial payment toward the agreed fee. Reservations without deposit or credit card authorization cannot be guaranteed. Without a guarantee, the Hotel reserves the right to resell the room after 6:00 p.m. in case of no-show.

If the deposit or credit card guarantee is not provided on time, the Hotel may immediately (without reminder) withdraw from the contract (including all service commitments) and claim the cancellation fees under Clause 10. The Hotel may issue statements or interim invoices at any time.

The final invoice includes the agreed price plus any additional amounts for extra services used by the Guest and/or accompanying persons. Unless otherwise agreed, the final invoice is payable at check-out on the departure day in CHF cash or by accepted credit card. The Hotel may charge a fee for each reminder. Set-off against the Hotel's claims is excluded.

8. Withdrawal by the Hotel

Up to and including 30 days before the agreed arrival date, the Hotel may withdraw from the contract without costs. The Hotel may also withdraw at any time with immediate effect for objectively justified

reasons via a prompt unilateral written declaration. Justified reasons include, for example:

- An agreed advance payment or security is not provided within the set period;
- Force majeure or other circumstances not attributable to the Hotel that make performance objectively impossible;
- Rooms/spaces booked or used under misleading or false information (e.g., person of the Guest or purpose of use/stay);
- The Hotel has good reason to assume that use of the services may impair operations, safety of other guests, or the Hotel's reputation;
- The Guest has become insolvent (bankruptcy or unsuccessful execution) or has ceased payments;
- The purpose/reason for the stay is unlawful.

If the Hotel withdraws for the above reasons, the Guest has no claim for damages, and the compensation for booked services remains generally owed.

9. Cancellation of the Reservation / Cancellation Fees

a) Cancellation

Cancellations require the Hotel's written consent. Without it, the agreed price is payable even if the Guest does not use contractual services. In the event of no-show, 100% of booked services will be charged.

The receipt of the Guest's written cancellation by the Hotel is decisive for calculating the fee (applies to letters, fax, and e-mail).

If the Guest withdraws without approved cancellation or rebooks/cancels specific reserved services, the Hotel may charge the following cancellation fees.

b) Cancellation Fees

Please always submit cancellations in writing by e-mail. Cancellations must be confirmed in writing by the Hotel.

- Rooms at **day rate** (up to 4 rooms): free until 12:00 noon on the day of arrival
- Rooms at **day rate** (from 5 rooms or 7 overnight stays): free up to 5 days before arrival
- Rooms at **weekly rate** (from 7 consecutive nights): free up to 7 days before arrival
- Rooms at **monthly rate** (from 30 consecutive nights): free up to 14 days before arrival
- Rooms at **special rate** (non-refundable, saver rates, % promotions / not cancellable free of charge, 100% prepayment)

These are general guidelines; individual agreements are stated in the reservation confirmation.

c) Duty to Mitigate Loss

The Hotel will endeavor to reallocate canceled individual or group reservations. If the Hotel can provide the canceled services to third parties in the agreed period, the Guest's cancellation fee is reduced by the amount paid by these third parties.

10. Arrival Prevented

If the Guest cannot arrive or cannot arrive on time due to force majeure (e.g., flooding, avalanche, earthquake), they are not obliged to pay the agreed fee for the missed days. The Guest must prove

the impossibility of arrival. The payment obligation for the booked stay resumes once arrival is possible.

11. Early Departure

In case of early departure, the Hotel may charge 100% of all booked services. The Hotel will endeavor to reallocate unused services. If reallocation is possible within the agreed period, the Guest's invoice is reduced by the amount paid by third parties.

12. Stay / Keys / Security / Internet / Smoking

The room is reserved exclusively for the registered Guest. Transfer to a third party or use by an additional person requires the Hotel's (written) consent.

By concluding the contract, the Guest acquires the right to customary use of the rented rooms and Hotel facilities by all booked persons that are usually accessible without special conditions, as well as customary service. The Guest must exercise their rights in accordance with any Hotel and/or guest guidelines (house rules).

The room card/key remains the Hotel's property and allows 24-hour access. Loss must be reported to reception immediately. A damaged card is charged CHF 5; loss of card/key is charged CHF 5.

To access the internet, the Guest must obtain personal login credentials at reception. The service is free for all guests. The Guest is responsible for the use of their credentials and liable for misuse and illegal behavior online.

Smoking is permitted in the Hotel only in appropriately marked areas/rooms.

13. Extension of Stay

Unless otherwise agreed, the Guest has no right to extend their stay. If the Guest cannot leave on the departure day due to unforeseeable extraordinary circumstances/force majeure (e.g., extreme snowfall, flooding) that block or render unusable all departure options, the contract is automatically extended for the duration of the impossibility under the previous conditions.

14. Additional Conditions for Groups

Group rates apply only if previously agreed and confirmed in writing by the Hotel. For groups with fewer than 10 rooms, individual traveler rates apply. Joint group arrival and/or departure must be communicated in writing 3 days before arrival, including the tour leader/contact. Only a single total invoice will be issued to the tour leader, who is fully liable.

The final group size (including name list) must be communicated no later than 14 calendar days before arrival. If the group is smaller than originally registered, missing persons will be charged 100% of their pro rata booked services. Additional persons are—subject to feasibility—counted and billed as individual travelers. Group reservation cancellations are subject to the cancellation fees in Clause 10.

15. Food and Beverages

All food and beverages must be obtained exclusively from the Hotel.

In special cases (specialties, etc.), a different written agreement may be made. In such cases, the Hotel may charge a service fee or corkage (see separate schedule).

16. Handling of Events

If the Hotel procures technical or other equipment from third parties at the Guest's request, it does so on the Guest's account.

The Guest is liable for careful handling and proper return. The Guest indemnifies the Hotel against all third-party claims arising from the provision of such equipment.

Using the Guest's own electrical systems/equipment on the Hotel's power network requires prior written approval. Any malfunctions or damage to the Hotel's technical systems caused by such use are borne by the Guest, unless attributable to the Hotel. The Hotel may record and charge electricity costs on a flat-rate basis.

With the Hotel's consent, the Guest may use their own telephone, fax, and data transmission equipment. The Hotel may charge connection and usage fees (see separate schedule).

Disruptions to technical or other equipment provided by the Hotel will be remedied as quickly as possible upon notification. If the Hotel is not responsible for the disruption, such disruptions do not reduce performance claims nor create liability.

The Guest must obtain at their own cost any official permits necessary for the event and comply with them and all public-law regulations. Fines for violations are payable by the Guest.

The Guest is solely responsible for formalities and settlements with the competent institutions (e.g., SUISA) relating to musical performances and sound.

17. Items Brought by the Guest

Exhibition items or other, including personal, items brought onto the Hotel premises are at the Guest's risk. The Hotel assumes no duty of supervision or safekeeping and no liability for loss, destruction, or damage, except in cases of gross negligence or intent by the Hotel. Insurance is the Guest's responsibility.

Brought decoration materials must comply with fire regulations. The Hotel may request official proof. Due to possible damage, installation and mounting of items must be coordinated with the Hotel in advance.

Items must be removed immediately after the event. The Hotel may remove and/or store items left behind at the Guest's expense. If removal entails disproportionate effort, the Hotel may leave the items in the event room and charge the usual room rent for the duration.

Packaging material (cardboard, crates, plastic, etc.) associated with deliveries by the Guest or third parties must be disposed of by the Guest. If left behind, the Hotel may dispose of it at the Guest's expense.

18. Actions, Use, and Liability

a) Hotel

Within the limits of the law, the Hotel excludes liability to the Guest for slight and medium negligence and is liable only for damage caused intentionally or by gross negligence. If disruptions or defects occur, the Hotel will strive to remedy them promptly upon immediate notification by the Guest. If the Guest fails to notify in time, there is no claim to a reduction of the agreed fee. The Hotel is liable for items brought by guests according to statutory provisions up to CHF 1,000. Items are considered "brought" if kept in the Guest's room and the room safe. The Hotel is not liable for slight or medium negligence. If valuables (jewelry, etc.), cash, or securities are not handed over to the Hotel for safekeeping, the Hotel's liability is excluded to the extent legally possible. The Hotel recommends storing money and valuables in the reception safe. If damage is not reported immediately upon discovery, the Guest's claims lapse.

The Hotel is not liable under any legal title for services merely mediated to the Guest and declines any liability for theft or damage of materials introduced by third parties.

b) Guest

The Guest is liable to the Hotel for all damage and losses caused by them, their companions, assistants, or event participants, without the Hotel having to prove fault.

The Guest is responsible for correct use and proper return of all technical aids/equipment provided by the Hotel or procured from third parties on its behalf and is liable for damage and loss. The Guest is liable for services and expenses arranged by the Hotel with third parties.

c) Third Party

If a third party makes the booking for the Guest, that third party is jointly and severally liable with the Guest for all contractual obligations. Regardless, every booker is obliged to pass on all booking-relevant information, especially these GTC, to the Guest.

19. Pets

Pets may be brought into the Hotel only with prior consent and for a special fee. The Guest bringing a pet must keep it properly supervised during the stay or have it supervised/kept by suitable third parties at their expense.

No animals are allowed in the Hotel's public areas, restaurants, event rooms, or wellness area.

20. Lost Property

Lost property will be forwarded if ownership is clear and the home/business address is known. Postage and risk of forwarding are borne by the Guest.

21. Further Provisions

If the Guest requests services not provided by the Hotel itself, the Hotel acts solely as an intermediary. Statutory limitation periods apply. Where modifiable, damage claims by the Guest become absolutely time-barred six months after departure.

Advertisements in media (newspapers, radio, television, internet) referring to events at the Hotel, with or without the unchanged company logo, require the Hotel's prior written consent.