

1. SCOPE

These General Terms and Conditions (GTC) apply to the provision of rooms and/or conference and banqueting facilities in addition to the supply of all further related goods and services by the hotel, Stern Chur AG (hereinafter, "Stern") to customers (hereinafter, "the Event Organiser"). All offers made by Stern shall be subject to these GTC. They form an integral component of every contract. Stern reserves the right to amend these GTC at any time and the current version shall be published on the Stern website. By availing of Stern's services, the Event Organiser accepts the GTC in their current version. Individual changes to these GTC require an express, written agreement between the Parties. The same shall apply when waiving the requirement of the written form itself. If these GTC conflict with any contractual conditions of the Event Organiser, these GTC shall take precedence.

2. CONTRACT CONCLUSION

After the Event Organiser makes a booking, they shall receive a written booking confirmation (by email, fax or letter) from Stern. The contract between the Parties only comes into effect with this written booking confirmation provided by Stern to the Event Organiser.

3. SERVICES, PAYMENTS AND PRICING

3.1 Stern undertakes to provide the services ordered by the Event Organiser and confirmed in writing by Stern.

3.2 All prices are quoted in Swiss francs (CHF) and include statutory value-added tax (VAT).

3.3 Stern is entitled to request an appropriate advance payment. The amount of the advance payment and the payment dates shall be agreed in writing in the contract. Any bank transfer costs shall be borne by the customer. If the Event Organiser fails to make the advance payment on time, Stern is entitled to withdraw from the contract after providing an appropriate extension period. The Event Organiser is liable to Stern for any resultant losses.

3.4 Stern cannot send invoices to countries outside Switzerland. Guests from countries outside Switzerland are requested to make payment in advance by bank transfer or to settle the final amount by credit card. Alternatively, the amount payable can be pre-authorised on the customer's credit card as a guarantee prior to the beginning of the event.

3.5 Where Stern does not require advance payment, the entire invoice amount must be paid by the Event Organiser by the date of departure, by credit card or in cash. Where payment against invoice is agreed, the full invoice amount is due 30 days after the invoice date. In the event of late payment, Stern is entitled to charge late payment interest in the amount of 5%, in addition to invoicing for any recovery and collection fees.

3.6 Stern expressly reserves the right to change its prices or offers.

3.7 The Event Organiser bears liability for any invoices unpaid by attendees.

4. LIABILITY

4.1 The Event Organiser shall be liable to Stern for all damages and losses or other harm caused by it, its employees, its agents, its event attendees or other third parties. Stern rejects (subject to clause 4.3) any liability for theft and damage to items brought in by the Event Organiser, by event attendees or by other third parties. It is the Event Organiser's responsibility to insure exhibition objects and other objects brought in by the Event Organiser, event attendees or other third parties. Stern reserves the right to

request proof of adequate insurance from the Event Organiser at any time. Stern is entitled to refuse the provision of its services until the Event Organiser is able to provide evidence of adequate insurance.

4.2 The Event Organiser is obliged to safeguard peace and order. With respect to all civil or public law claims brought against Stern by authorities or third parties (including event attendees, guests or employees and contractual partners of the Event Organiser) resulting from its event, the Event Organiser undertakes to fully indemnify Stern or to pay for all such claims.

4.3 Stern is liable for its own conduct only in the event of intentional or grossly negligent contractual or extra-contractual damages. Any further liability, in particular, for minor or ordinary negligence, is excluded.

4.4 Stern is liable for its auxiliary persons only in the event of intentional or grossly negligent damages and for direct damages. Any further liability, in particular, for minor or ordinary negligence and liability for indirect damages, is excluded. Indirect damages, within the meaning of these GTC mean, in particular, lost profits and pure economic loss.

4.5 When procuring external services, Stern assumes no liability for the services ordered by the Event Organiser.

5. RESCISSION BY STERN

5.1 Stern can withdraw from the contract without giving reasons insofar as the Event Organiser is entitled to rescission in accordance with clause 6.

5.2 Where provision of the contractual services by Stern is fully or significantly impeded or impossible due to force majeure (according to the Swiss understanding thereof, in particular, natural catastrophes such as storms, floods or earthquakes and fires, hostage-taking, war, unrest, nuclear/reactor accident, strikes, pandemics and epidemics, unforeseeable restrictions by the authorities, etc.) or other events for which Stern is not responsible, Stern can withdraw from the part of the contract yet to be fulfilled, in whole or in part, without liability to pay compensation.

5.3 Stern is also entitled to rescission without liability to pay compensation if there are reasonable grounds to believe that the event may jeopardise the smooth running of its business operations, its safety or public image, or the Event Organiser breaches clause 16 of these GTC. Stern expressly reserves the right to bring any damage claims against the Event Organiser.

6. RESCISSION BY THE EVENT ORGANISER

6.1 Rescission by the Event Organiser is based on the cancellation provisions in accordance with clauses 13 and 21 of these GTC.

6.2 If cancellation in accordance with clauses 13 and 21 of these GTC is excluded and if it is impossible for the Event Organiser to avail of the agreed services due to force majeure (according to the Swiss understanding thereof, in particular, natural catastrophes such as storms, floods or earthquakes and fires, hostage-taking, war, unrest, nuclear/reactor accident, strikes, pandemics and epidemics, unforeseeable restrictions by the authorities, etc.), it can withdraw from the contract against payment for services already provided and payment of 50% of the fee for services still to be provided.

6.3 The price according to the booking confirmation (incl. VAT) is decisive for calculation of cancellation costs for individual services according to clause 6.2.

7. IMAGES / RECORDINGS

It is prohibited to make visual and/or audio recordings of all types (such as photos or videos) for commercial purposes on Stern premises and doing so requires the express, written consent of Stern in the context of a corresponding agreement. Related enquiries should be sent to the following email address, stating the person responsible for creating or publishing the photography/recordings (the customer), the specific purpose (product/service being marketed, publication medium) and any further information (project plan): info@stern-chur.ch

If photographs are taken or recordings made without corresponding written consent, Stern is entitled to withdraw from the contract. The Event Organiser is liable to Stern for any resultant losses.

8. USE OF TRADEMARKS / IMAGES

The use of trademarks (e.g. logos, trademarks, hotel and company names) and photos, videos and audio recordings and/or visual images of all types on Stern premises and of items belonging to Stern requires the prior, written consent of Stern. Related enquiries should be sent to the following email address, stating the person responsible for publication (the customer), the specific purpose (product/service being marketed, publication medium), the trademarks/images to be used and any further information: info@stern-chur.ch

If publication takes place without corresponding written consent, Stern is entitled to withdraw from the contract. The Event Organiser is liable to Stern for any resultant losses.

9. SEVERABILITY CLAUSE

Where an individual provision of these GTC is or becomes invalid, this shall not affect the validity of the remaining provisions. In such cases, the legally invalid provision shall be replaced by a valid provision that is similar in meaning.

10. APPLICABLE LAW / PLACE OF JURISDICTION

The contract shall be governed exclusively by Swiss law. The place of performance and place of jurisdiction is Chur, Graubünden.

Rooms

11. ARRIVAL AND DEPARTURE TIMES

Hotel rooms are ready for occupation from 3 p.m. on the date of arrival and must be vacated before 11 a.m. on the date of departure.

12. GROUP BOOKINGS / ROOM CONTINGENTS

For group bookings from 10 rooms (hereinafter, "group bookings"), Stern must receive a binding attendee list (hereinafter, "attendee list") from the Event Organiser at the latest 7 days before arrival, containing the following information:

- First and last names of guests
- Payment conditions for guests

If the Event Organiser has booked a room contingent and it is not fully utilised by the registered list of attendees (or where no attendee list is provided by the date due), rooms that form part of the respective contingent and remain available will be released for sale.

13. HOTEL ROOM CANCELLATION PROVISIONS

13.1 Stern must be informed of any room booking cancellation as early as possible and in writing. The following cancellation provisions apply for booking cancellations, for no-shows and in the event of early departure.

13.2 Cancellations of individual hotel room bookings (up to a total of 4 rooms) must be communicated to Stern at the latest by 3 p.m. (local time), 2 days before arrival. If the cancellation takes place at a later time, the room price for one night will be charged. For long-stay bookings consisting of stays of more than 10 nights, cancellation must be communicated 7 days prior. Cancellation fees shall be agreed in writing in the booking confirmation. In the event of a no-show or early departure, Stern reserves the right to invoice the full amount for the room nights not used.

13.3 In the event of cancellation of a group booking (of 5 and more rooms), the Event Organiser will be charged the following cancellation fees (the basis for calculation being the maximum number of rooms booked on any of the dates of stay according to the booking confirmation; a subsequent reduction of the number of rooms shall not be taken into consideration):

5 - 15 rooms

- up to 31 days prior to arrival: no cancellation fee
- 30 - 21 days prior to arrival: 50% of the total amount of the room nights affected by the cancellation according to the booking confirmation
- 20 - 10 days prior to arrival: 80% of the total amount of the room nights affected by the cancellation according to the booking confirmation
- from the 9th day prior to arrival: 100% of the total amount of the room nights affected by the cancellation according to the booking confirmation

16 - 40 rooms

- up to 60 days prior to arrival: no cancellation fee
- 59 - 31 days prior to arrival: 50% of the total amount of the room nights affected by the cancellation according to the booking confirmation
- 30 - 10 days prior to arrival: 80% of the total amount of the room nights affected by the cancellation according to the booking confirmation
- from the 9th day prior to arrival: 100% of the total amount of the room nights affected by the cancellation according to the booking confirmation

13.4 If the cancellation relates to rooms booked with an event, the cancellation costs of the event shall apply.

14. BOOKING CHANGES MADE BY STERN

If Stern is unable to provide the Event Organiser with one or more of the rooms booked for any reason, Stern will provide the Event Organiser with a room of equivalent value. If no room of equivalent value is available, Stern will provide the Event Organiser with an available room in a different category.

EVENTS

15. USE OF ROOMS / PERMISSIONS

15.1 Stern reserves the right to make room changes, so long as the new facilities are in accordance with the Event Organiser's requirements and interests and are deemed acceptable by them. Any subletting or subleasing of rooms or areas by the Event Organiser is prohibited.

15.2 Insofar as the contract does not provide otherwise, the Event Organiser must obtain any necessary permissions itself and on its own account. Copyright infringements in connection with music events must be reported and paid for by the Event Organiser itself.

16. DETAILED INFORMATION, NUMBER OF ATTENDEES

16.1 All important information for the realisation of an event, such as menu and wine selection, seating, table and room decoration, printed menus, technical equipment, programme etcetera must be brought to Stern's attention at the latest 14 days prior to the event.

16.2 The Event Organiser shall provide written confirmation to Stern of the final number of attendees (guaranteed number) as early as possible and at the latest 2 working days prior to the event.

16.3 Fees in the event of reduction of the number of individuals up to 100 attendees will be calculated as follows:

- No charge for reduction of number of attendees up to 5 days prior to the event.

16.5 If the actual number of individuals is smaller, the guaranteed number provided serves as the basis for the calculation; if the guaranteed number provided is higher, the real costs incurred will be invoiced. If the actual number of attendees is higher than the guaranteed number provided, Stern cannot guarantee that all guests will be accommodated. Supplementary costs incurred due to additional attendees will be invoiced.

16.6 Stern is entitled to invoice any additional costs resulting from changes to the event at short notice such as changes to the menu, seating plan, room set-up, number of individuals.

17. FIRE REGULATIONS / OTHER SAFETY PROVISIONS / DECORATIVE MATERIALS

17.1 Stern's regulations, in particular, keeping escape routes free from obstructions, complying with smoking prohibitions, etc., must be adhered to. Decorative materials brought onto the premises by the Event Organiser must comply with fire regulations.

17.2 The Event Organiser is also responsible for ensuring that the number of persons admitted does not exceed the capacity of the room in question. The maximum numbers stated by Stern are binding in this regard. In the event of contravention of this provision, Stern accepts no liability.

17.3 Setting up, bringing in or installing objects and devices of all kinds in connection with the event, whether within the event rooms or on Stern's premises, including decorative materials, must be specifically agreed in advance and approved in writing by Stern. In indoor and outdoor areas, it is prohibited to strew rice, confetti, rose petals or similar decorative materials.

17.4 Official permits required for a special event (e.g. for fireworks) must be obtained by the Event Organiser in good time, at its own expense. Flammable items such as "sky lanterns" may not be used on the Stern premises under any circumstances, nor may items whose use is not permitted by the authorities.

17.5 The use of smoke machines, firework candles and sparklers, open flames, table fireworks and other highly flammable and hazardous items is strictly prohibited for safety reasons.

18. EVENT DETAILS AND SAFETY GUARANTEES

18.1 The Event Organiser is obliged to give Stern transparent information about the purpose and nature of the event. If the Event Organiser then changes the purpose and nature of the event, Stern must be informed immediately. If Stern determines that the Event Organiser has not supplied it with correct information, it reserves the right to refuse the event. For more information, please contact:
Hotel Stern Chur AG – Reichsgasse 11 – 7000 Chur – 081 258 57 57 – info@stern-chur.ch
CHE – 112 675 754

information about the purpose and nature of the event and the event could represent a reputational risk for Stern, Stern is entitled to withdraw from the contract. The Event Organiser is liable to Stern for any resultant losses.

18.2 The Event Organiser is responsible for the correct use and proper return of all technical resources and amenities that Stern makes available to it or procures from third parties on its order, and is liable for all damages and losses. Stern is not liable for third party claims.

19. SURCHARGES

As of 12 a.m. a night surcharge will be charged per hour or part thereof. In Stern's indoor and outdoor areas, the official night-time quiet period applies as of 10.00 p.m. for noise control.

20. CATERING

Unless otherwise agreed in writing, the Event Organiser is obliged to order all snacks and drinks from Stern.

21. CANCELLATION OF THE EVENT BY THE EVENT ORGANISER

21.1. Cancellation of a booking of event facilities must be communicated to Stern as early as possible and in writing. Event cancellation incurs no charge up to 14 days prior to the beginning of the event.

21.2. In the event of cancellation after expiry of the above-stated period, the Event Organiser shall be invoiced for provisioning costs and the following flat fee for cancellation of the expected invoice amount (calculated according to the number of attendees specified on the booking confirmation); 30% of the lost income.

21.3. Services performed by Stern or third-party services which cannot be recouped must be paid for by the Event Organiser in every instance.

21.4. Where the lost income incurred can be compensated by third-party customer bookings for the same period and the same rooms, Stern can, at its own discretion, refrain from invoicing the cancellation costs or may reduce these.

21.7 In addition, for all cancellations, services performed in advance by Stern and its partners shall be paid for in full.

Chur, May 2024