



GRAND HOTEL
NATIONAL
LUZERN

GENERAL TERMS AND CONDITIONS GRAND HOTEL NATIONAL AG

1 GENERAL

1.1 Scope

These general terms and conditions (hereinafter GTC) apply to the provision of bedrooms and/or seminar and banqueting rooms and all other related services and supplies by Grand Hotel National AG for customers. All offers made by Grand Hotel National AG are based on these GTC. They form an integral part of every contract.

1.2 Closing the contract

Following the booking made by the customer, the latter receives a written reservation confirmation from Grand Hotel National AG. The contract between the parties is not closed until this written confirmation has been sent by Grand Hotel National AG to the customer.

1.3 Prices/guarantees and payments

Prices are those stated in the contract or in the underlying price list. Price changes by Grand Hotel National AG are specifically reserved.

Grand Hotel National AG reserves the right to require an appropriate instalment payment to be made at any time. The amount of the instalment payment and the payment dates are agreed in writing in the contract. If the customer fails to comply with these obligations to make an instalment payment on time, Grand Hotel National AG is entitled to withdraw from the contract after setting a reasonable period of grace. The customer is liable to Grand Hotel National AG for any resulting prejudice.

By specifying his credit card number, including the expiry date, the customer guarantees the contractually agreed service. Guarantees provided by a credit card are processed electronically by Grand Hotel National AG and do not require written confirmation by the customer.

Grand Hotel National AG further reserves the right not to confirm bookings made with invalid credit card data. The credit card data notified when the contract is closed are used solely as a guarantee, save where otherwise agreed in writing.

A guarantee can also be provided by means of a bank transfer. In that case, the customer must contact

Grand Hotel National AG either by telephone or by e-mail.

If no instalment payment is required, the entire invoiced sum falls due for payment, no later than at the time of the customer's departure, by credit card (VISA, V Pay, MasterCard, American Express, Diners, JCB, Union Pay), debit card (EC/Maestro, PostFinance Card) or in cash (CHF/Euro at the current daily exchange rate on the payment date). Personal cheques cannot be accepted.

If payment by invoice is agreed, the entire invoiced sum falls due for payment without any deductions within 20 days of the invoice date. Payment against an invoice is only possible in CHF. In the event of late payment, Grand Hotel National AG is entitled to charge interest on arrears at the rate of 5%. The following bank account can be used:

Bank:	Luzerner Kantonalbank AG
Acc. holder:	Grand Hotel National AG Haldenstrasse 4 Postfach 3070 6002 Luzern
Account No.:	1708.1036.2002
Clearing No.:	00778
BIC-Code:	LUKBCH2260A
SWIFT-Code:	LUKBCH2260A
IBAN:	CH68 0077 8170 8103 6200 2

1.4 Liability

Grand Hotel National AG is only liable for objects brought in by the customer in the event of deliberate damage or damage caused by gross negligence of a contractual or non-contractual nature and only for direct damage.

Section 3.6 below is specifically reserved.

All further liability, in particular in the event of minor or medium negligence or for indirect prejudice such as, in particular, loss of earnings, is waived. Should the customer suffer prejudice or be dissatisfied with the services provided by Grand Hotel National AG, he must report this immediately, failing which he cannot claim any further rights.

Should Grand Hotel National AG fail to make the agreed bedroom(s) available, it is liable to the customer for the prejudice suffered insofar as this can be proven. Should Grand Hotel National AG be unable to make the booked room(s) available on arrival, it will organise equivalent alternative accommodation in another hotel and pay all additional costs e.g. for transport, accommodation etc. which exceed the original contractual prices. All claims on Grand Hotel National AG are in principle time-barred six months after departure, save where longer periods are binding under statutory provisions.

The customer is liable to Grand Hotel National AG for prejudice caused by himself, his personnel, persons acting for him or participants in events or other third parties. Grand Hotel National AG declines all liability for theft and damage to objects brought in by the customer, by event participants or by third parties. This also applies to damage to vehicles caused by third parties, even if the vehicles were parked in front of the hotel or in the parking garage. The insurance of exhibited items and other objects which are brought in by the customer, event participants or third parties is a matter for the customer. Grand Hotel National AG may at any time ask the customer to produce evidence of adequate insurance cover.

The customer is required to respect peace and quiet and good order. He undertakes to indemnify Grand Hotel National AG in full for all claims made under civil and public law by the public authorities or by third parties (including event participants, guests or personnel and contracting partners of the customer) in connection with his event or to settle all the resulting liabilities.

1.5 Withdrawal by Grand Hotel National AG

If the contractual service to be provided by Grand Hotel National AG is rendered substantially more difficult either in whole or in part or even impossible by reason of force majeure or other circumstances beyond its control, Grand Hotel National AG may withdraw either in whole or in part without compensation from that part of the contract which has not yet been performed. Grand Hotel National AG is likewise entitled to withdraw without compensation if there is justified reason to assume that the events may endanger the smooth business operation, security or prestige of Grand Hotel National with the general public. Any claims for compensation made by Grand Hotel National AG against the customer remain specifically reserved.

1.6 Data protection

In principle, no personal data are recorded when the website of Grand Hotel National AG is visited. However, in certain individual cases the name and address are needed. If such personal information is required, the customer's attention will be called to that fact. Grand Hotel National AG undertakes to safeguard the confidentiality of this personal data.

Grand Hotel National AG makes the contents or services of other websites available to the customer

on this site by means of links. These other websites are not governed by the data protection guidelines. Grand Hotel National AG therefore advises the customer to verify each of these websites and to determine whether or how his data are protected at any particular time.

If the customer makes personal data available to Grand Hotel National AG for the purpose of communication or for placing orders, Grand Hotel National AG reserves the right to use such data for marketing purposes. This also includes the right to exchange all information made available by the customer, such as his e-mail address, telephone numbers etc. within the Grand Hotel National Group.

Grand Hotel National AG does not guarantee the confidentiality of e-mails and other electronic means of communication.

If he has any questions or comments on these legal disclaimers or on data protection matters, the customer can contact Grand Hotel National AG.

2 HOTEL BEDROOMS

2.1 Arrival and departure times

The hotel bedrooms are available for occupation from 3:00 pm on the day of arrival and must be vacated by 12:00 noon on the day of departure. In the event of early arrival or late departure, the bedroom may also be occupied sooner or vacated later in consultation with, and with the agreement of, Grand Hotel National AG. If the bedroom is used for longer than this by the guest without a prior arrangement, Grand Hotel National AG may bill 50% of the bedroom price up to 4:00 pm and the full price from 4:00 pm.

2.2 Block bookings/room quotas

No later than 10 days before the arrival date, Grand Hotel National AG must receive a list of participants from the customer with the following information: first name and name of all guests, arrival time, method of payment by the guests. After the expiry of the time limit set by Grand Hotel National AG the bedrooms which are still available within the particular quota will be released again for open sale.

2.3 Cancellations

Bookings (up to 4 bedrooms) during the summer season (01 April to 31 October) can be cancelled without charge 72 hours before arrival. During the winter season (01 November to 31 March) they may be cancelled without charge up to 48 hours before arrival.

Cancellations must be received by Grand Hotel National AG within the time limit stipulated above by 6:00 pm. local time.

If the cancellation is received after the expiry of the time limit for cancellation, the room price for one night will be charged.

In the event of late arrival, no shows or early departure, the bedroom will be billed on the basis of the stated time limits for cancellation according to the original booking if it cannot be let to a different customer. If Grand Hotel National AG suffers prejudice because the guest fails to meet his obligation, the guest is responsible, on the basis of the general rules of contract (OR 97ff) and the rules of rental law in the event of early return of the object concerned (OR 264). The customer is therefore advised to take out travel cancellation insurance.

Grand Hotel National AG reserves the right to charge cancellation costs directly to the credit card provided by way of guarantee.

Cancellation of a block booking (for 5 bedrooms or more in all) must reach Grand Hotel National AG at the latest as follows:

- Up to 3 bedrooms: 5 days before arrival
- Up to 5 bedrooms: 10 days before arrival
- Up to 10 bedrooms: 20 days before arrival
- Up to 15 bedrooms: 35 days before arrival
- Up to 25 bedrooms: 45 days before arrival

In the event of cancellation after the expiry of the time limits indicated above, cancellation costs will be billed to the customer as follows: 100% of the contractually agreed services.

Whenever cancellations are made, services provided in advance by Grand Hotel National AG and its partners must always be paid in full.

Grand Hotel National AG reserves the right to stipulate particular contractual cancellation conditions. In that case, those conditions take precedence over these GTC.

2.4 Surcharge extra beds

The following rules apply for any third person in the room:

Children from 0-5 years stay free of charge in their parents' room.
Children from 6-11 years pay CHF 50.- and children from 12 years or adults in an extra bed pay CHF 100.-.

2.5 Half board

Half board with breakfast buffet and lunch or dinner in the Restaurant National is offered as follows:
breakfast buffet and a 3-course menu in the Restaurant National CHF 90.00 per person per day or
breakfast buffet and a 4-course menu in the Restaurant National CHF 100.00 per person per day.

2.6 Pets

Pets are welcome. CHF 30.00 per animal per day will be charged for special cleaning of the bedroom. In addition, Grand Hotel National AG reserves the right to charge for damage caused by pets.

2.7 Smoking

Grand Hotel National is a no smoking establishment. Smoking is only permitted on the balconies and

terraces where a sufficient number of ashtrays are provided. In the event of failure to respect the no smoking rule in the bedroom, compensation for cleaning equivalent to the bedroom price will be charged.

3 **SEMINARS AND BANQUETS**

3.1 Start and end of the event

The start and end of the event will be stipulated in the contract when it is closed. Changes to the agreed times require the written consent of Grand Hotel National AG.

Banqueting rooms can as a rule be used between 8:00 am and 12:30 am. After 10:00 pm the statutory requirement of peace and quiet at night must be respected.

Evening extensions of events are permitted only with the written consent of Grand Hotel National AG. From 12:30 am (closing time), CHF 250.00 per hour or part thereof will be charged. An application for an extension must be made no later than 28 days before the event to enable the necessary permits to be obtained and the organisational measures taken.

3.2 Bookings

Option dates (maximum 14 days) are binding on both parties. Grand Hotel National AG is authorised to dispose otherwise of the booked banqueting rooms after the expiry of the option dates.

Booking agreements and changes to them are not binding on Grand Hotel National AG until they have been confirmed or reconfirmed in writing by Grand Hotel National AG and the event organiser.

Grand Hotel National AG is entitled to stipulate the maximum number of persons for security reasons. The maximum room capacity as determined by the fire brigade must not be exceeded.

3.3 Number of participants

The event organiser has to inform Grand Hotel National AG the definite number of participants (guaranteed number) at least 5 working days before the event.

In case the number of participants is reduced by 10% or more Grand Hotel National reserves the right to recalculate the contracted goods and services.

In case the number of participants is reduced the amount of contracted goods and services will be billed as follows:

- Up to 31 days in advance: no charges
- Up to 11 days in advance: 50%
- Up to 1 day in advance: 100%

The indicated guaranteed number applies as the basis for the calculation even if the effective number of persons as a consequence is less; the effective costs

incurred will be billed in case the effective number of persons is higher.

Grand Hotel National AG does not guarantee that it can take care of all guests, if the effective number of participants is higher.

Services provided in advance by Grand Hotel National AG or any partners are to be paid in full in every case.

3.4 Catering

The organizer undertakes to draw all food and drinks from Grand Hotel National AG, unless agreed otherwise in writing. Otherwise corkage agreed on in advance will be billed.

Cancellation of reservations have to reach Grand Hotel National AG in advance and in writing. See subparagraph 3.12 pp.

The change or cancellation of reservations of the total amount of contracted goods and services will be billed as follows:

- Up to 15 days in advance: no charges
- Cancellation 14-11days in advance: 50%
- Cancellation 10-4 days in advance: 80%
- Cancellation 3-1 days in advance: 100%

If the effective total amount of contracted goods and services is higher the effective costs incurred will be billed. In case no menu was chosen yet the price for the cheapest 3-course menu for our documentation will be charged.

Services provided in advance by Grand Hotel National AG or any partners are to be paid in full in every case. Grand Hotel National AG reserves the right to define distinct cancellation conditions in contracts.

3.5 Handing over and cleaning the banqueting rooms (room rental only)

The banqueting rooms will be handed over to the event organiser in a clean state and must be returned in the same clean state. Any further cleaning will be billed to the event organiser at the currently valid hourly rates.

3.6 Making banqueting rooms available (room rental only)

The banqueting rooms are made available by the event organiser. The existing furniture of Grand Hotel National AG is placed at his disposal for this purpose (tables and chairs). After the end of the event, all the furniture must be returned to its original location. The organiser is liable for any damage.

3.7 Technical equipment

If necessary, technical equipment can be hired on request on the basis of a separate price list. The event organiser is responsible for correct use and proper return of all the technical aids and equipment made available to him by Grand Hotel National AG; he is also liable for any damage.

3.8 Delivery

Grand Hotel National has no space for the storage of exhibited items or technical equipment brought into the hotel. These items must therefore be delivered at the latest possible time and removed again no later than 24 hours after the event. For exhibited items or technical equipment which is brought in and delivered in advance, the event organiser requires the prior consent of Grand Hotel National AG. Grand Hotel National AG declines all liability in this respect for damage and theft.

3.9 Emissions/pollution limits

The event organiser must take all necessary measures to prevent pollutant emissions such as electromagnetic radiation, noise, odours, vibrations etc. in relation to public spaces and third parties. Emissions of all kinds, which are prejudicial to the character of the property, are prohibited.

The event organiser must not exceed a noise level in the banqueting rooms of 93 dB (9:30 am to 10:00 pm), and a maximum of 55 dB (8:00 am to 9:30 am and 10:00 pm to 12:30 am /and in the event of an extension until 2:00 am at the latest). Instructions given by Grand Hotel National AG must be complied with stringently.

Specific instructions to limit the emitted noise (noise emissions into the environment) must be must be complied with immediately and stringently.

Should failure to respect the noise level give rise to complaints, the event organiser undertakes to compensate Grand Hotel National AG in full (payment of fines, legal action taken because of the disturbance of night time rest, compensation for price discounts granted to the guests and tenants concerned, payment of court and lawyers' costs).

Smoking is prohibited in all the banqueting rooms and in public spaces of Grand Hotel National.

3.10 Use of the banqueting rooms

The event organiser is responsible for ensuring that the windows are closed, the lights switched off, all appliances etc. turned off and the rooms properly locked with the key upon leaving them.

3.11 Advertising

Newspaper advertisements and other publicity referring to events in the banqueting rooms of Grand Hotel National and for the banqueting rooms in general, require the prior consent of Grand Hotel National AG. A proof copy must be submitted to Grand Hotel National AG. Unauthorised placing of posters is prohibited. Any fines and charges in connection with unauthorised posters will be billed in full to the event organiser.

3.12 Withdrawal from the contract

All cancellations must be made in writing.

If the event is cancelled for reasons for which the organiser is responsible or if the event organiser

withdraws from the contract, he undertakes notwithstanding the circumstances to pay the room rental and to settle the costs of all preliminary services effectively provided. However, any rental charge based on turnover will lapse.

3.13 Substitute tenants

If a substitute tenant can be found for the premises, the event organiser is released from his obligation of substitution. This does not include preliminary services effectively provided by Grand Hotel National AG, which must in every case be paid for by the event organiser.

3.14 Liability for payment

If the client is not at the same time the event organiser he has joint and several liability with the organiser for the entire invoiced sum.

3.15 SUISA charges

Every organizer of an event at which musical entertainment is provided, is required by law to notify such event to SUISA (Swiss Society for Copyrighted Musical Works).

3.16 Liability for damage

The rooms of Grand Hotel National are protected historic monuments and must be used with the utmost care. They cannot be insured against damage caused by third parties. No nails may be driven into the walls nor may adhesive tape be used. Any damage to the floor, walls, pillars etc. caused during the event through the fault of the organiser may be billed to the organiser.

The event organiser undertakes to comply with the fire brigade instructions, in particular keeping escape routes free from any obstruction; he likewise guarantees that all the materials brought in satisfy the fire brigade directives. The use of sparklers, other easily inflammable objects or objects which are damaging to health, is strictly prohibited.

Decorative materials brought in by the event organiser must be removed again when the event is over. Materials which are not collected will be disposed of at the organiser's expense.

Grand Hotel National AG declines all liability for theft of, and damage to, garments and items brought in by event participants.

4 FINAL PROVISIONS

4.1 Amendments to the GTC

Amendments and additions to the GTC may be made by Grand Hotel National AG at any time. Amendments and additions to a contract or a booking confirmation must, if possible, always be made in writing. Unilateral amendments and additions are invalid. By signing the contract/booking confirmation or in the event of unilateral confirmation of a booking by the customer, the latter accepts these GTC.

Provisions contained in the contract take priority over the terms of these GTC.

4.2 Applicable law/place of jurisdiction

These GTC are governed entirely by Swiss law.

Lucerne is the sole place of jurisdiction.

Lucerne, April 2021