



GRAND HOTEL
NATIONAL
LUZERN

General terms and conditions

Grand Hotel National AG

1 GENERAL

1.1 Scope of Application

These General Terms and Conditions (hereinafter referred to as GTC) apply to the provision of rooms and/or seminar and banquet facilities, as well as to all other related services and deliveries by Grand Hotel National AG towards customers. All offers of the Grand Hotel National AG are based on these GTC.

They form an integral part of every contract.

1.2 Conclusion of contract

Following the reservation by the customer, the customer shall receive a written reservation confirmation from Grand Hotel National AG. The contract between the parties shall only be concluded upon this written reservation confirmation from Grand Hotel National AG to the customer.

1.3 Prices/guarantees and payments

The prices are based on the contract or the underlying price list. Grand Hotel National AG expressly reserves the right to make price changes.

Grand Hotel National AG reserves the right to demand an appropriate down payment at any time. The amount of the down payment and the payment dates shall be agreed in writing in the contract. If the customer fails to meet his obligation to make the down payment in due time, Grand Hotel National AG is entitled to withdraw from the contract after setting a reasonable grace period. The customer shall be liable to Grand Hotel National AG for any resulting damage.

By providing the credit card number incl. validity date, the customer guarantees for the contractually agreed service. Guarantees by credit card are processed electronically by Grand Hotel National AG and do not require written confirmation by the customer. Furthermore, Grand Hotel National AG reserves the right not to confirm reservations with invalid credit card details. Unless otherwise agreed in writing, the credit card details provided upon

conclusion of the contract serve only as a guarantee.

A guarantee by bank transfer is also possible. In this case, the customer must contact Grand Hotel National AG by telephone or email

Unless a deposit is requested, the entire invoice amount must be paid by the customer by credit card (VISA, V Pay, Mastercard, American Express, Diners, JCB, Union Pay), debit card (EC/Maestro, PostFinance Card) or in cash (CHF/Euro/USD at the current daily exchange rate on the day of payment) at the latest at the time of departure. Personal checks cannot be accepted.

If payment by invoice is agreed upon, the entire invoice amount is due for payment without deductions within 30 days after the invoice date. Payment against invoice is only possible in CHF. In the event of late payment, Grand Hotel National AG is entitled to charge interest on arrears in the amount of 5%. The following account is available as bank details:

Bank: Luzerner Kantonalbank AG
Account holder: Grand Hotel National AG
Haldenstrasse 4
P.O. Box 3070
6002 Lucerne
Account: 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 shall be liable for property brought in by customers only in the event of intentional or grossly negligent contractual or non-contractual damage and only for direct damage.

Section 3.6 below is expressly reserved.

Any further liability, in particular for slight or medium negligence or for indirect damage, such as in particular loss of profit, is excluded. Should the customer come to harm or not be satisfied with the services of Grand Hotel National AG, they must report this immediately, otherwise they can no longer assert any rights.

GRAND HOTEL NATIONAL LUZERN

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If Grand Hotel National AG does not provide the agreed upon room(s), it shall be liable to the customer for the damage incurred, provided it can be proven. If Grand Hotel National AG is unable to provide the reserved room(s) upon arrival, it will arrange for equivalent substitute accommodations at another hotel and pay for any additional costs such as transportation, accommodations, etc., that exceed the original contract rates.

All claims against Grand Hotel National AG are generally subject to a limitation period of 6 months after departure, unless mandatory statutory provisions provide for longer periods.

The customer is liable to the Grand Hotel National AG for damage caused by themselves, their employees, their agents or event participants or other third parties. Grand Hotel National AG declines all liability for theft of and damage to items brought in by the customer, event participants or third parties. The insurance of exhibits and other items brought in by the customer, event participants or third parties is the responsibility of the customer. Grand Hotel National AG may at any time demand proof of adequate insurance from the customer.

The customer is obliged to maintain peace and order. They undertake to indemnify Grand Hotel National AG in full against all civil and public law claims brought against Grand Hotel National AG by authorities or third parties (including event participants, guests or employees and contractual partners of the customer) on the basis of their event or to pay for all corresponding claims.

1.5 Withdrawal by Grand Hotel National AG

If the performance to be rendered by Grand Hotel National AG under the contract is made substantially more difficult or impossible in whole or in part by force majeure or other circumstances for which it is not responsible, Grand Hotel National AG may withdraw in whole or in part without compensation to the extent of the part of the contract that has not yet been performed. Grand Hotel National AG is also entitled to withdraw without compensation if there is reasonable cause to believe that the events may jeopardize the smooth operation of the business, the safety or the public reputation of Grand Hotel National. Any claims for damages by the Grand Hotel National AG against the customer are expressly reserved.

1.6 Data protection

In principle, no personal data is registered when visiting the Grand Hotel National AG website. In individual cases, however, name and address are required. If such personal information is required, the customer will be informed accordingly. Grand Hotel National AG

undertakes to maintain the confidentiality of this personal data.

The Grand Hotel National AG makes content or services from other websites available to customers through links (connections) on this site. These other sites are not subject to the privacy policy. Grand Hotel National AG therefore recommends that customers check each of these sites to determine whether or how their data is protected in each case.

If the customer provides Grand Hotel National AG with personal data for the purpose of communication or orders, Grand Hotel National AG reserves the right to use this data only for the purpose of implementing the request and guaranteeing correct processing of the contract. This also includes the right to exchange all information provided by the customer such as e-mail address, telephone numbers, etc. within the Grand Hotel National Group.

The customer data will only be used for marketing emails if the customer has registered for them.

Grand Hotel National AG does not guarantee the confidentiality of emails and other electronic communications.

In case of questions or comments regarding this legal notice or data protection, the customer may contact Grand Hotel National AG.

2 HOTEL ROOMS

2.1 Arrival and departure times

The hotel rooms are available for occupancy from 3:00 pm on the day of arrival and must be vacated by 12:00 pm on the day of departure. In the event of early arrival or late departure, the room may be occupied earlier or vacated later in consultation with and with the consent of Grand Hotel National AG. If the room is occupied by the guest for a longer period of time without prior agreement, Grand Hotel National AG may charge 50% of the room rate until 4 pm and 100% after 4 pm.

2.2 Block bookings/room allotments

At the latest 10 days prior to arrival, Grand Hotel National AG will receive from the customer a list of participants with the following information: First and last names of all guests, time of arrival, payment conditions of the guests. After expiry of the deadline set by Grand Hotel National AG, the rooms still available in the respective contingent will be released for open sale.

2.3 Cancellations

Reservations (up to 4 rooms) during the summer season (April 1 to October 31) can be

anceled free of charge 72 hours before arrival. During the winter season (November 1 to March 31) they can be cancelled free of charge up to 48 hours before arrival.

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

If the cancellation arrives after the cancellation deadline, the full stay will be charged.

In the event of late arrival, no-shows or early departure, the room will be charged within the cancellation deadlines according to the original reservation, provided that it cannot be re-sold. If the Grand Hotel National AG incurs damage because the guest does not fulfill their obligation, the guest must pay for this on the basis of general contractual rules (OR 97ff.) as well as the rules of rental law in the case of early return of the object (OR 264). It is therefore recommended that the customer take out travel cancellation insurance.

The Grand Hotel National AG reserves the right to charge cancellation costs directly to the credit card provided as a guarantee.

If more than 10% of the originally booked room contingent is cancelled from the time the contract is signed until the day of arrival, Grand Hotel National AG will charge the following cancellation fees:

- Until 90 days prior arrival: No charge
- 89 to 60 days prior arrival: 20%
- 59 to 30 days prior arrival: 50%
- 29 to 15 days prior arrival: 75%
- 14 to 3 days prior arrival: 90%
- 6pm, 2 days before arrival; No Show: 100%

The Grand Hotel National AG reserves the right to request a deposit of 50% of the agreed services up to 30 days. The Grand Hotel National will receive a definitive room list 14 days before the event or arrival.

For all cancellations, it also applies that services provided in advance by Grand Hotel National AG and its partners must be paid in full in any case.

Grand Hotel National AG reserves the right to stipulate individual cancellation conditions in the contract. In such cases, these shall take precedence over these GTC.

2.4 Children in parents' room/extra beds

1 child under 6 years in a room with 2 adults is free of charge. Additional children up to 11 years old pay CHF 50.00 per night and adults pay CHF 100.00 per night. Maximum room occupancy is 4 persons per room (children included).

2.5 Half board

Half board with breakfast and lunch or dinner in the Sharing-Brasserie Juliette are offered as follows: Buffet breakfast and a 3-course dinner at Sharing-Brasserie Juliette CHF 114.00 per person per day.

2.6 Pets

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

2.7 Smoking

The Grand Hotel National is non-smoking. Smoking is only permitted on the balconies and terraces, where sufficient ashtrays are available. Failure to comply with the smoking ban in the room will result in a handling charge equal to the room price, for cleaning.

2.8 Discounts

Grand Hotel National AG grants a 10% discount for stays of 7 or more consecutive nights.

2.9 Overbooking

If, for any reason, Grand Hotel National AG is unable to provide the reserved rooms, it undertakes to organize accommodation of the same quality and will pay for all transport and accommodation costs in excess of the contractual price incurred in this connection.

3 SEMINARS AND BANQUETS

3.1 Start and end of the event

The start and end of the event are specified in the contract when it is concluded. Changes to the agreed times require the written consent of Grand Hotel National AG.

The banquet halls may generally be used between 8.00 am and 00.30 am. From 10.00 pm hours onwards, the statutory night-time rest period must be taken into account.

Evening extensions of events are only possible with the written consent of Grand Hotel National AG. From 00.30 am onwards, CHF 250.00 per hour (police hour) will be charged for each hour that has elapsed. An application for an extension must be made at least 28 days before the event so that the necessary permits can be obtained, and the organizational measures can be taken.

3.2 Reservations

Option dates (maximum 14 days) are binding for both parties. Grand Hotel National AG is entitled to otherwise dispose of the reserved banquet rooms after expiry of the option dates.

The reservation agreements and any changes thereto shall only become binding for Grand Hotel National AG once they have been confirmed or reconfirmed in writing by Grand Hotel National AG and the event organizer.

Grand Hotel National AG is entitled to determine the maximum number of persons for safety reasons. The maximum room capacities specified by the fire police may not be exceeded.

3.3 Number of participants

A change in the number of participants (guaranteed number) must be communicated to Grand Hotel National AG no later than 3 working days before the start of the event.

If the number of participants deviates by more than 10%, Grand Hotel National AG is entitled to charge the number of participants stated at the conclusion of the contract. If no consumption is predefined, a lump sum of CHF 50.00 per missing person will be charged.

If the number of participants is reduced by more than 10%, the agreed services will be charged as follows:

- Up to 60 days before the event: no charge
- Up to 31 days before the event: 50% of the agreed services of the missing persons
- Up to 4 days prior to the event: 100% of the agreed services for the missing persons.

If the effective number of participants is subsequently smaller, the guaranteed number stated shall be used as the basis for charging; if the effective number of participants is higher, the actual costs incurred shall be charged.

If the actual number of participants is higher, Grand Hotel National AG does not guarantee that all guests will be included.

For all cancellations, it also applies that services provided in advance by Grand Hotel National AG and its partners must in any case be paid in full.

3.4 Catering

Unless otherwise agreed in writing, the customer is obliged to purchase all food and beverages from the Grand Hotel National. Otherwise, a tap fee agreed in advance will be charged.

Cancellations of reservations of event rooms must be communicated to the Grand Hotel National AG in good time and in writing by the customer.

In the event of changes to the contractually agreed services, these will be invoiced as follows:

- Up to 15 days before the event: no charges
- 14 to 11 days before the event: 50%.

- 10 to 4 days before the event: 80%
- 3 to 1 day before the event: 100%

In case of cancellation of the contractually agreed. Services will be charged as follows:

- Up to 121 days before the event: no charge
- 120 to 90 days before the event: 20%.
- 89 to 31 days before the event: 30%.
- 30 to 11 days before the event: 50%.
- 10 to 1 day before the event/no-show: 100%.

In the event of an increase in the agreed services, the actual services will be charged. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respective valid offer will be taken as a basis.

For all cancellations, it also applies that services provided in advance by Grand Hotel National AG and its partners must be paid for in full in all cases. Grand Hotel National AG reserves the right to stipulate individual cancellation conditions in the contract.

3.5 Handover and cleaning of banquet halls (hall rental only)

The banquet halls are handed over to the customer cleaned and must also be returned cleaned. Any subsequent cleaning will be charged to the customer at the valid hourly rate.

3.6 Provision of banquet halls (hall rental only)

The provision of the banquet rooms (with the existing furniture such as tables and chairs) shall be carried out by Grand Hotel National AG. All furniture must be returned to its original location at the end of the event if the customer moves them during the event. The customer shall be liable for any damage incurred during the event.

3.7 Technical aids

Technical aids can be rented as required and on request in accordance with the separate price list. The customer is responsible for the correct use and proper return of all technical aids or equipment made available to them by Grand Hotel National AG and is liable for any damage.

3.8 Delivery

Exhibits, technical equipment and decorative materials must be approved in advance by Grand Hotel National AG. In addition, there are no storage rooms available at the Grand Hotel National. These must therefore be delivered as quickly as possible and collected again no later than 24 hours after the event. The customer requires the prior consent of the Grand Hotel National AG for exhibition goods or technology brought to the event. Grand Hotel National AG declines any liability for damage and theft in this respect.

3.9 Emissions / pollution limits

The customer is obliged to take all necessary measures to prevent disturbing emissions such as electromagnetic radiation, noise, odor, vibrations, etc. towards general areas and third parties. Emissions of any kind contrary to the character of the property are prohibited.

In the banquet halls, the customer is obliged not to exceed the sound level of maximum 93 dB (9:30 am to 10 pm), as well as maximum 55 dB (08:00 to 9:30 am and 10 pm to 12:30 pm/in case of extension maximum 2 am). The instructions of the Grand Hotel National AG must be strictly followed.

In particular, instructions to limit emission sound (noise emission into the surrounding area) must be followed immediately and strictly.

Should the exceeding of the sound level give rise to complaints, the customer undertakes to indemnify Grand Hotel National AG in full (payment of fines, charges for disturbance of the night peace, acceptance of price reductions vis-à-vis affected guests and tenants, assumption of court and legal costs).

Smoking is prohibited in all banquet halls and public areas of the Grand Hotel National.

3.10 Use of the banquet halls

Grand Hotel National AG is responsible for ensuring that the windows are closed, the lights are extinguished, all equipment etc. is switched off and the rooms are properly locked with the key when leaving the rooms.

This does not apply to events where the customer merely rents the rooms and Grand Hotel National AG has nothing further to do with the event. In this case, the responsibility described above lies with the customer.

3.11 Advertising

Newspaper advertisements and other advertising with reference to events in the banquet halls of the Grand Hotel National as well as for the banquet halls in general require the prior approval of the Grand Hotel National AG. A "good to print" must be sent to the Grand Hotel National AG. Random billposting is prohibited. Any fines and fees in connection with random billposting shall be borne in full by the customer.

3.12 Cancellation of the contract

All cancellations must be made in writing.

If the event is cancelled for reasons attributable to the customer or if the customer withdraws from the contract in due time, the customer shall nevertheless be obligated to pay for all advance services actually rendered, regardless of the circumstances. However, any turnover rent shall be forfeited.

3.13 Substitute rentner

If a reasonable and solvent substitute rentner can be found for the premises, the customer shall be released from the obligation to pay compensation. Excluded from this are the advance services effectively rendered by Grand Hotel National AG, which are to be borne by the customer in any case.

3.14 Liability for payment

If the orderer is not the final client, they shall be jointly and severally liable with the customer for the entire invoice amount.

3.15 SUISA Duties

By law, every customer of an event with musical entertainment is obliged to report this to SUISA (Swiss Society for the Rights of Authors of Musical Works).

3.16 Liability for damage

The rooms of the Grand Hotel National are listed buildings and must be used with the utmost care. They cannot be insured against damage by third parties. Nails must not be driven into the walls and adhesive tape must not be used. The use of confetti cannons and sparklers is strictly prohibited. Any damage to the floor, walls, columns, etc. caused during an event through the fault of the customer may be charged to the customer.

The customer undertakes to comply with fire regulations, in particular to keep escape routes clear, and to guarantee that all materials brought in comply with fire regulations. The use of sparklers or other easily flammable or harmful objects is strictly prohibited.

Any decoration material brought by the customer must be collected at the end of the event. Any material not collected will be disposed of at the customer's expense.

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

4 FINAL PROVISIONS

4.1 Amendments to the GTC

Changes and additions to the GTC by Grand Hotel National AG are permitted at any time. Changes and additions to a contract or a reservation confirmation shall always be made in writing, if possible. Unilateral amendments or supplements are invalid. With the signature on the contract/reservation confirmation or unilateral confirmation of a booking by the customer, the customer accepts the GTC.

Provisions in the contract take precedence over the provisions in these GTC.

4.2 Applicable law/place of jurisdiction

These GTC are fully subject to Swiss law.

The exclusive place of jurisdiction is Lucerne.

Lucerne, Octobre 2023