

# General Terms and Conditions Mercure Hotel Krone

## 1 Scope

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The General Terms and Conditions apply to contracts with Hotel Krone Lenzburg AG (Mercure Hotel Krone) for the rental of the hotel's conference banquet and event rooms for the holding of events such as banquets, seminars, conferences, caterings, etc., as well as to all other related services and supplies provided by the hotel, such as catering and overnight accommodation. The scope of application also includes all other operations and outlets of Hotel Krone Lenzburg AG.

## 2 Reservation and conclusion of contract

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### 2.1 Subject matter of the contract

The contract for the rental of seminar rooms, spaces, other supplies and services shall be concluded upon written confirmation by Mercure Hotel Krone and upon written reconfirmation by the guest/organizer or, in the case of online bookings, upon booking confirmation.

### 2.2 Option and reservation data

Option dates (offers, order confirmations, etc.) are binding for both parties. The Mercure Hotel Krone may automatically dispose of the reserved rooms/spaces after expiry of the option period. No rooms/spaces and services will be reserved or booked without written reconfirmation of the reservation/option.

### 2.3 Offers and prices

The Mercure Hotel Krone reserves the right to charge the amount of CHF 250.00 per offer for elaborate offers and/or visits for any type of event. If the order is placed within the scope of the offer, the costs will be waived. All prices are in CHF and include the legal value added tax. Any increase in value added tax after conclusion of the contract shall be borne by the client. Prices in Euro are indicative and will be charged at the current exchange rate. All published prices can be adjusted at any time. Valid are those prices that are confirmed by the Mercure Hotel Krone.

### 2.4 Conditions for group bookings

Groups in the sense of these GTC are travel or seminar groups with a minimum number of booked 10 people, there is joint arrival and departure. Only one total invoice will be issued and, if necessary, handed over to the tour guide/organizer. For a group with less than 10 persons, the prices for individual travelers apply.

There is no right to grant group prices; based on individual agreement, group prices may be granted depending on availability and demand. Reservations must be confirmed in writing. The final list of names of the members of the respective group must be communicated to the hotel up to 7 working days before arrival

## 3 Terms of payment

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Invoices can be sent to company addresses in Switzerland after prior written confirmation and deposit of the credit card or acceptance of the invoice by the company. Invoices are sent electronically. A fee of CHF 5.00 is charged for paper invoices. Depending on the size and type of reservation, the hotel may require an advance payment. Companies from foreign countries have to make a full advance payment. No invoices will be sent abroad. The amount in CHF is decisive.

In the case of bank transfers, any fees must be paid by the customer.

If the customer does not fulfil his obligation to pay the deposit on time, the Mercure Hotel Krone is entitled to withdraw from the contract without further notice after a grace period of 5 days.

If no deposit is required by the Mercure Hotel Krone, the entire invoice amount must be paid by the customer by credit card (Mastercard, VISA, American Express, Diners, JCB), debit card (EC/Maestro, Postcard) or in cash by the time of departure at the latest. If payment by invoice is agreed, the entire invoice amount is due 20 days after the invoice date. If the invoice amount is less than CHF 500.00, an administration fee of CHF 30.00 will be charged. In the event of late payment, the Mercure Hotel Krone is entitled to charge interest on arrears at a rate of 5% from the date of the event.

The Mercure Hotel Krone expressly reserves the right to change prices.

## 4 Annulations

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### 4.1.1 General cancellations of hotel rooms

The following cancellation conditions apply to the cancellation of bookings as well as for no-shows and in case of early departure. We recommend that you take out event insurance for all reservations and events.

Cancellations of reservations for individual hotel rooms (up to 3 rooms) must reach the Mercure Hotel Krone no later than 12:00 noon local time

on the day of arrival. In case of cancellation after this deadline, the room rate or booked services will be charged for the entire stay.

The free cancellation of a block booking of several hotel rooms (4 rooms or more) must reach the Mercure Hotel Krone as follows at the latest:

Up to 10 rooms: 14 days before arrival  
Up to 25 rooms: 30 days before arrival  
From 26 rooms: 60 days before arrival

In case of cancellation after the above deadlines, the customer will be charged cancellation fees as follows:

Up to 10 rooms:  
13 - 7 days before arrival:  
75% of the total amount of the contracted services  
6 or less days before arrival:  
100% of the total amount of the contracted services

Up to 25 rooms:  
29 - 11 days before arrival:  
75% of the total amount of the contracted services  
10 or less days before arrival:  
100% of the total amount of the contracted services.

From 26 rooms:  
59 - 21 days before arrival:  
75% of the total amount of the contracted services  
20 or less days before arrival:  
100% of the total amount of the contracted services.

For all cancellations, it also applies that services provided in advance by the Mercure Hotel Krone and its partners must be paid for in full in all cases.

Should an event be cancelled by the organizer/guest as a result of force majeure, no costs will be incurred for a later execution, within the same framework and within 18 months. A further postponement is not possible.

The hotel reserves the right to set individual cancellation conditions by contract..

#### **4.2 Seminars and Events (Banquets, Aperos & Caterings)**

If an event, with or without hotel rooms, cannot be held without the hotel being responsible, the hotel retains the right to payment of the remuneration in accordance with the order confirmation as well as the receipt of the written cancellation as follows:  
up to 90 days no charge

89 to 60 days 25% of the agreed services  
59 to 15 days 50% of the agreed services  
14 to 8 days 75% of the agreed services  
7 to 0 days 100% of the agreed services

The agreed service is composed of the services of the confirmation. Drinks are charged at a flat rate of CHF 30.00 per person.

If no service has been defined for banquets, weddings and catering events, a base price of CHF 100.00 per person including drinks will be assumed.

Individual rooms can be cancelled free of charge up to 2 days before the seminar (up to a maximum of 3 rooms).

Up to 7 days before the event, participant reductions of up to 10% (max. 20 persons) of the confirmed number of persons are free of charge.

#### **4.3 Weddings**

If the wedding couple withdraws from the contract, the following cancellation fees are payable:

- up to 180 days before arrival, 35% of the advance payment made will be refunded.
- 179 days to 90 days before arrival no refund of the advance payment will be made.
- 89 to 0 days before arrival 100% of the agreed services\* will be charged.

The agreed services are composed for weddings as described under point 4.2.

If no service has been defined for weddings and catering events, a base price of CHF 100.00 per person including drinks will be assumed.

#### **4.4 Resignation of the Mercure Hotel Krone**

If the performance to be rendered by Mercure Hotel Krone under the contract is made substantially more difficult or impossible, in whole or in part, by force majeure or other circumstances not caused by Mercure Hotel Krone, Mercure Hotel Krone may withdraw without compensation to the extent of the part of the contract not yet performed.

The Mercure Hotel Krone 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 the Mercure Hotel Krone or if the customer violates section 5.1.2 of these GTC. Any claims for

damages by the Mercure Hotel Krone against the customer are expressly reserved.

## **5 Binding parts of the contract**

### **5.1.1 Guest, Organizer**

The guest or the organizer is liable for damage or loss to facilities or inventory that occurred during a stay or during an event, without the need for proof of fault by the hotel. The Mercure Hotel Krone declines all liability for theft of and damage to materials brought in by third parties. The organizer shall be responsible for the insurance of any materials brought into the hotel.

The Mercure Hotel Krone shall not be liable for any personal injury or car damage occurring in the parking lot, on the parking spaces of the Mercure Hotel Krone or on public property.

The organizer undertakes to comply with the fire regulations of the Mercure Hotel Krone, in particular to keep escape routes clear, to observe the ban on smoking, etc. The organizer shall not be liable for any damage caused to persons or cars in the parking area of the Mercure Hotel Krone or on public property. Decorative material brought in by the organizer must also comply with the fire regulations.

The organizer is also responsible for ensuring that no more persons are admitted than the capacity of the room in question. In case of violation, the Mercure Hotel Krone declines any liability. The attachment of decorative materials and other objects to walls, doors and ceilings always requires the prior consent of the Mercure Hotel Krone. The organizer shall be liable for any damage incurred by the Mercure Hotel Krone as a result thereof.

## **5.2 Seminars and event**

### **5.2.1 Number of participants**

The organizer must notify the hotel of the binding indicative number of participants at least seven days before the date of the event. The specified number of guests up to 7 days before the event forms the basis for billing. Without indication of the number of participants, the confirmation forms the basis for billing. In the event of upward deviations in the number of participants, the actual number of participants will form the basis for billing.

### **5.2.2 Additional expenses for setting up and dismantling seminar and event infrastructure**

The Mercure Hotel Krone shall set up the seminar rooms in accordance with the written confirmation agreed upon. Additional expenses incurred during set-up and dismantling will be

charged to the organizer. The organizer may have boxes, paper and leftover conference material disposed of in-house after the event. The hotel reserves the right to charge a disposal fee for larger quantities.

### **5.2.3 Third-party service**

Insofar as the hotel procures technical or other equipment from third parties for the organizer, the hotel acts on behalf and for the account of the organizer. The organizer is liable for the careful handling and proper return of the facilities as well as the payment, and indemnifies the hotel from all claims of third parties.

### **5.2.4 Food and Beverage**

All food and beverages are to be purchased from the hotel. In special cases (national specialties, etc.), a different written agreement can be made, subject to a service charge or tap fee.

### **5.2.5 Music entertainment**

The musical volume in the premises of the Mercure Hotel Krone may not exceed 90 decibels due to police regulations.

### **5.2.6 Room changes**

The hotel reserves the right to make changes to the room, insofar as this is reasonable for the organizer, taking into account the interests of the hotel.

## **5.3 Hotelroom**

### **5.3.1 Sublease**

The hotel room is reserved for the registered guest. Leaving the room to a third person requires the written consent of the hotel.

## **6 Further provisions**

The General Terms and Conditions (GTC) are an integral part of our confirmation and are exclusively applicable to Swiss law. The place of performance and jurisdiction for both parties is the municipality of Lenzburg. The GTC govern the legal relationship between the guest/organizer and Hotel Krone Lenzburg AG (Mercure Hotel Krone). Deviating agreements or ancillary agreements must be stipulated in writing.

Information on data protection can be found in our data protection declaration on our website.

<https://krone-lenzburg.ch/>

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