

GENERAL TERMS AND CONDITIONS (GTC)

the Interim Operations GmbH (hereinafter referred to as "Hotel KRONE") for the provision of hotel rooms

I. SCOPE OF APPLICATION

These General Terms and Conditions shall form an integral part of all contracts that Hotel KRONE concludes with contractual partners for the provision of hotel rooms (hereinafter referred to as "rooms") for accommodation (hereinafter referred to as "accommodation contract") as well as for all further services and deliveries of Hotel KRONE in connection therewith.

Conflicting or deviating terms and conditions of the contracting party shall not be recognized unless Hotel KRONE and the contracting party expressly agree otherwise in writing.

II. CONCLUSION OF CONTRACT

The HOTEL Krone will send the contracting party a reservation confirmation by email after a reservation has been made. The accommodation contract is not concluded until the hotel KRONE confirms the reservation to the contracting party.

Reservations for more than five rooms shall be subject to the group regulations of Hotel KRONE. Hotel KRONE shall enter into a separate accommodation contract for such bookings, which shall include special terms and conditions for cancellation and payment. Hotel KRONE reserves the right not to accept group reservations without such separate accommodation contract.

Hotel KRONE shall be entitled to reject the conclusion of an accommodation contract with a contracting party at its own discretion.

III. PROHIBITION OF TRANSFER / USE OF ROOMS

The contracting party shall be prohibited from subletting or subletting booked rooms or from selling or assigning claims against Hotel KRONE. If the contracting party violates this prohibition, Hotel KRONE shall be entitled to cancel the contracting party's booking. Any use of the room for any purpose other than that of accommodation is expressly prohibited.

IV. PRICES

All prices are in CHF. Information in foreign currencies are guide prices at the bank exchange rate. Cash payments in foreign currencies are converted at the exchange rate of the KRONE Hotel and may differ from the bank exchange rate.

INTERIM OPERATIONS

mittelstrasse 14
8008 zurich
switzerland

KRONE ZÜRICH

welcome@kronezurich.ch
+41 44 500 41 80
kronezurich.ch



The offered and confirmed price is per room per night and is valid for the requested period. In the event of rebooking or additional nights, the prices quoted are not binding. Hotel KRONE reserves the right to adjust the prices for changes in bookings or additional nights.

V. CITY TAX

Hotel KRONE will charge the contractual partner the City Tax of CHF 2.50 per person per night in addition to the indicated price per room.

VI. RESERVATIONS, CANCELLATION AND REBOOKING

The other party must provide a valid credit card or alternative payment method offered by Hotel KRONE through the electronic sales channels at the time of booking in order to make a reservation. Hotel KRONE reserves the right to verify the validity of this information immediately and to pre-authorize the credit card or alternative payment method indicated. The terms of payment and cancellation communicated when the sale was concluded shall apply.

The reservation of a non-returnable rate, which is identified as such in the Description or Terms, is not subject to cancellation or rebooking free of charge. In the event of cancellation or non-appearance of the other party, the total amount of the stay will be retained.

Hotel KRONE may charge the full amount of the overnight stay plus any ancillary services booked to the credit card specified by the other party no later than 48 hours prior to arrival. If it is not possible to charge the credit card, Hotel KRONE reserves the right to cancel the reservation. This shall void the right to use the room by the contracting party. If the contracting party fails to show up, Hotel KRONE shall in any case retain the full amount of the stay and the contracting party's right to use the room shall expire.

For the cancellation of rooms with a contingent of one to five rooms, the following shall apply

- Up to two days before arrival: free cancellation;
- From 48 hours before arrival (15:00 CET): the contract partner will be charged the full amount of the overnight stay;
- In case of non-appearance of the contract partner: the full amount of the overnight stay will be charged to the contract partner.

For the cancellation of rooms with a contingent of six to 28 rooms, the following applies

- Up to 42 days before arrival: All rooms can be cancelled free of charge;
- 41 to 28 days before arrival: 50% of accommodation nights can be cancelled free of charge;
- 27 to 14 days before arrival: 25% of nights can be cancelled free of charge;

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- 13 days until 18.00 CET the day before arrival: 10% of the nights can be cancelled free of charge.

If the other party cancels the reservation, Hotel KRONE reserves the right to assign the reserved rooms elsewhere.

VII. ROOM DELIVERY AND RETURN

There is no entitlement to a specific reserved room.

Booked rooms are available to the customer from 15.00 on the day of arrival. The rooms must be vacated by 11.00 a.m. at the latest on the agreed day of departure. Thereafter, Hotel KRONE may charge 50% of the room rate for the following night for use in excess of the contract until 2 p.m. and 100% from 2 p.m. onwards.

Hotel KRONE also reserves the right to have the room vacated by its personnel and to keep all items brought in by the other party at Hotel KRONE if the room is vacated late or not at all. Hotel KRONE shall not assume any liability for the objects stored in this way that goes beyond the liability conditions formulated in these General Terms and Conditions (cf. Section XI).

VIII. REGISTRATION FORM AND DISCLOSURE OF PERSONAL DATA

The contracting party is obliged, within the framework of the statutory provisions, to truthfully communicate his personal data and additional information relevant to the registration form in advance via the electronic online registration data portals of Hotel KRONE.

IX. TAXES, FEES AND CHARGES

The indicated prices (see point IV) are gross total prices and include all legal taxes, fees and levies with the exception of the City Tax, which is shown separately.

Hotel KRONE reserves the right to make price adjustments in the event of changes in tax, fee and duty rates and in the event of new taxes, fees and charges being levied.

X. USE OF PUBLIC AREAS

With the reservation of a room the contract partner can use the designated public areas free of charge. Hotel KRONE reserves the right to block the public areas at any time without prior notice and without the contracting party being entitled to a refund. The public areas are not part of the accommodation contract.

XI. LIABILITY / DUE DILIGENCE

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The contracting party must use the rooms and facilities of Hotel Krone with the utmost care. He is liable for all damages and consequential damages caused by him. Hotel Krone is entitled, at its own discretion, to arrange for special cleaning or additional refuse collection in the event of soiling and to invoice the contracting party for these. If the contractual partner triggers a fire alarm, he must pay the costs.

Hotel KRONE shall not be liable for theft and in respect of services provided by third parties. Hotel Krone shall be liable for damages caused to the contracting party by slight negligence on the part of the hotel staff.

XII. FOOD AND DRINKS

The preparation and consumption of food and beverages in public areas is prohibited.

The preparation of food is prohibited in the rooms; the consumption of food and beverages is permitted as long as they do not cause soiling and odour emissions.

XIII. SMOKING

Hotel KRONE is a non-smoking hotel. It is forbidden to smoke in the public areas or in the rooms. In the event of a violation, Hotel KRONE shall have the right to expel the contracting party from the room and to claim damages from the contracting party, including cleaning costs incurred and loss of earnings. Smoking is permitted in the predefined outdoor areas.

XIV. RIGHT TO ISSUE INSTRUCTIONS AND DOMESTIC AUTHORITY

The contracting party undertakes to comply with all regulations and instructions of Hotel KRONE and its personnel.

Hotel KRONE shall be entitled to refuse the contracting party access to Hotel KRONE if, upon arrival of the customer, there are indications that the customer is under the influence of alcohol or drugs, or if the customer behaves in an abusive manner towards the hotel staff or other persons.

Hotel KRONE shall be entitled to expel the contracting party from Hotel KRONE and to terminate the accommodation contract with him without notice if he repeatedly disturbs the peace or harasses or insults the hotel staff or other persons.

If Hotel KRONE exercises its right of withdrawal or referral, the contracting party shall not be entitled to claim damages from Hotel KRONE.

The contracting party may not take any persons to the room or to the public rooms of Hotel KRONE without the express permission of Hotel KRONE.

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XV. FINAL PROVISIONS

In the event of contradictions between the Accommodation Agreement and these GTC, the provisions of the Accommodation Agreement shall prevail. The Accommodation Agreement and these GTC shall contain all agreements of the parties regarding the subject matter of the Agreement.

Oral ancillary agreements to the Accommodation Agreement do not exist.

Amendments or supplements must be made in writing.

Hotel KRONE shall be entitled to transfer all rights or claims arising from the accommodation contract to third parties.

Any invalidity of one or more of the above provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic and legal intention of the parties.

Swiss law applies exclusively with the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG) in the sense of Art. 6 CISG. Place of jurisdiction is Zurich (CH).

Zurich, November 2019

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