

GENERAL TERMS AND CONDITIONS FOR EVENTS

The following provisions apply to the hire of event premises and venues by the organiser, hereinafter referred to as the 'Customer', from the Storchen Zurich, hereinafter referred to as the 'Lessor':

Conclusion of the contract

The reservation of event premises and the agreement of other deliveries and services shall become binding upon written confirmation by the Lessor and upon written re-confirmation by the Customer. The Lessor reserves the right to withdraw from a quotation as long as no written re-confirmation has been given. Until the event agreement has been duly executed in writing by both parties, no room allocations shall be deemed bindingly reserved or blocked.

In the event of the illegal or image-damaging use of the hired premises, the Lessor reserves the right to withdraw from the contract or to terminate ongoing negotiations.

If the Lessor finds it significantly more difficult or impossible to deliver the contractually agreed service in whole or in part due to force majeure (natural phenomena, unforeseen third-party involvement, etc.), it may withdraw from the contract without compensation.

Services of the Lessor

The specific services of the Lessor are recorded in the event contract (event confirmation).

Duty to provide information

The Customer undertakes to be transparent toward the Lessor prior to the conclusion of the contract with regard to the nature, content and form of the event. The Lessor reserves the right not to host events or events that are ethically, politically or religiously polarising and thus jeopardise the security and/or reputation of the hotel itself, its guests and employees, or to cancel such gatherings at short notice if the nature of the event only becomes known after the conclusion of the contract.

Number of attendees

The final number of attendees must be communicated to the Lessor no later than 72 hours before the start of the event. This figure serves as the basis for invoicing. If the actual number of attendees is lower, the confirmed number of attendees will be used as the basis for invoicing. If the number of attendees is higher, the actual number of attendees at the event applies. To ensure that everything runs smoothly, it is essential to communicate the updated number of attendees until shortly before the event.

Should the number of attendees originally announced decrease by more than 10%, the Lessor reserves the right to charge for the difference compared to the number of attendees indicated 72 hours before the start of the event.

Reserved times

Exact times must be specified when booking so the event can be scheduled successfully. The duration of the reservation is obligatory; the Customer must plan set-up and dismantling times and notify the Lessor of these when making the reservation.

Use of space

The Lessor reserves the right to change the premises if the new premises satisfy the organiser's requirements and interests and the organiser consents to this.

In principle, the premises can normally be occupied until midnight. Longer occupancy is subject to a surcharge, and a permit from the competent authority is required.

Hire charges and minimum consumption are based on the rates detailed in the event documentation.

Fire safety regulations for escape routes, the smoking ban and the maximum occupancy for the venue may not be disregarded or exceeded at any time. Compliance with these regulations is the responsibility of the organiser; the Lessor rejects any liability in the event of contravention.

Damages

The Customer is responsible for any loss or damage caused by its employees, assistants or event participants. The Customer is obliged to take out appropriate insurance for this purpose; the Lessor may request proof of this insurance.

Third-party liability insurance for personal injury and property damage with a minimum insured amount of at least CHF 2,000,000 is mandatory for events with 75 or more attendees and for high-risk events (e.g. parties, events with pyrotechnics, events with minors), and a corresponding insurance certificate must be presented.

Corporate customers must present an insurance certificate on request. Private customers are obliged to take out separate event liability insurance. If proof is not furnished, the Lessor is entitled to withdraw from the contract or to refuse to carry out the event.

To prevent damage, the installation of decorative materials and other items must be discussed with the Lessor. In any case, the Customer guarantees that such materials comply with the fire safety requirements.

Food and drink

Food and drink are to be procured from the Lessor. An arrangement can be made in special cases (national specialities, etc.), subject to a service charge or other written agreement.

Third-party services

If the Lessor procures technical or other equipment from third parties for the Customer as agreed, the Lessor shall act in the name of and for the account of the Customer. The Customer is liable for careful handling and proper return and indemnifies the Lessor from all claims of third parties.

Deliveries/shipping of materials

Notification must be given of deliveries of materials for the event; these must be provided to the Lessor as soon as possible. If material is to be sent to the Customer before or after the event, the shipping costs will be charged to the Customer.

Newspaper advertisements/other advertising

Newspaper advertisements and other advertising referring to events on the Lessor's premises require the Lessor's prior written consent. The Lessor may cancel the event in the case of publication without consent; in this case, the cancellation conditions apply.

Liability & Permits

The Lessor is liable within the scope of the statutory provisions for the contractually agreed fulfilment of the contract, whereby liability for minor and moderate negligence is excluded.

The Lessor declines any responsibility for the theft, loss or damage of items, clothing and materials brought to the event.

The Customer is responsible for insuring property, data and individuals in connection with the event. Parents or owners are responsible for supervising children or animals.

Data protection is the responsibility of the Customer; the Lessor accepts no liability for data that is lost, stolen or damaged by the organiser itself, its employees, agents, event participants or other third parties during the use of an internet interface of any kind.

Permits of any kind (with the exception of postponing police hours) must be obtained by the Customer themselves and at their own expense. Any copyright compensation in connection with musical performances must be registered and collected by the event organiser itself. The Lessor rejects any liability in the event of violations of the above.

The Customer undertakes to maintain order and to comply with any instructions issued by the hotel's management staff. Furthermore, the Customer undertakes to indemnify the Lessor completely against all civil or public law claims brought against the hotel in any way by event participants, contractual partners, guests, employees, authorities and other third parties as a result of its event and to pay all claims in full.

Terms of payment

Unless otherwise agreed in writing, the following payment terms apply to all events.

A deposit of 100% of the cost estimate set out in the contract is due after concluding the contract or after signing the quotation for events in the following venues or for exclusive bookings:

- Exclusive booking of La Rôtisserie
- Exclusive booking of THE NEST rooftop terrace

If the event organisers' billing address is abroad, a deposit of 100% of the cost estimate set out in the contract is also due for all events, regardless of the premises booked, after concluding the contract or after signing the quotation.

The corresponding advance invoice must be paid in full within 10 calendar days of the invoice date. If payment is not received within this period, the Lessor is entitled to cancel the event without issuing a further reminder.

Depending on the event premises booked, a further payment is due on the following dates and must be paid within 3 calendar days of the invoice date:

For events in the following venues: *Werdmüller room, arcades, THE NEST lounge*
(only for event organisers with their address abroad):

→ no later than seven days before the event:

100% of the contractually agreed services less the deposit already paid

For events in the following venues:

Limmat Hall, Salon Littéraire

(only for event organisers with their address abroad):

→ No later than 14 days before the event:

100% of the contractually agreed services less the deposit already paid

For exclusive bookings of La Rôtisserie and exclusive bookings of THE NEST rooftop terrace:

→ No later than 30 days before the event:

100% of the contractually agreed services less the deposit already paid

Additional services on the day of the event

If the services actually consumed on the day of the event exceed the prepayments already made, the remaining amount shall be paid as follows:

- On the day of the event in cash or by credit card, or
- By invoice, for event organisers with their billing address in Switzerland.

Invoices from the Lessor are due in full within 30 calendar days of the invoice date. Invoices will only be issued and sent to billing addresses in Switzerland.

If the event organisers' billing address is abroad, the outstanding balance must be paid in person on the day of the event in cash or by credit card.

Events without a deposit (Swiss billing address)

No deposit is required for event organisers who have their billing address in Switzerland, provided the event is not taking place in one of the following venues and the booking is not exclusive:

- Exclusive booking of La Rôtisserie
- Exclusive booking of THE NEST rooftop terrace

In these cases, the invoice will be issued after the event has taken place. Alternatively, the invoice amount can be paid in cash or by credit card on the day of the event.

The invoice is payable in full within 30 calendar days of the invoice date.

In the event of default, the Lessor is entitled to charge default interest of 5% p.a. and a fee of CHF 30 per reminder. The Lessor is also entitled to withhold further services or to withdraw from the contract if due payments are not received on time.

The Customer is not entitled to offset claims against the Lessor against its own counterclaims, unless these are undisputed or legally established.

Reservation of the right to offset services already provided

The Customer may also be charged for services already provided by the Lessor or third parties commissioned by the Lessor (e.g. design, consultation, planning, coordination, viewings, layout and scheduling, preparation of quotations, administrative expenses) if the event is cancelled before the cancellation period expires.

The Lessor is entitled to offset and deduct costs already incurred and services demonstrably provided, irrespective of the cancellation deadlines.

Third-party services/back-to-back conditions

The respective terms and conditions of the third-party provider in question apply to services rendered by such providers (e.g. event technology, decoration, performers, security, transport, external caterers, furniture, etc.).

The Customer is liable for careful handling and proper return and indemnifies the Lessor from all claims of third parties.

All cancellation, change or reduction costs incurred by these third-party providers will be passed on to the Customer in full.

The Lessor concludes relevant agreements in the name of and for the account of the Customer. The Customer acknowledges these terms and conditions as an integral component of this contract (back-to-back) and shall bear all resulting costs.

Commission

The Lessor does not pay any commission for seminar, banqueting or food and beverage services.

Cancellation conditions

In the event of cancellations by the Customer, the relevant costs for that point in time will be incurred.

For events in the following venues/locations: Werdmüller room, arcades, THE NEST lounge

- Up to 30 days before the event: free of charge.
- 29 to 14 days before the event:
30% of the contractually agreed services, including room hire. If no services have been agreed at that time, 30% of the cost estimate listed in the contract will be billed.
- 13 to seven days before the event:
80% of the contractually agreed services, including room hire. If no services have been agreed at that time, 80% of the cost estimate listed in the contract will be billed.
- Six days before the event and on the day of the event:
100% of the contractually agreed services, including room hire. If no services have been agreed at that time, 100% of the cost estimate listed in the contract will be billed.

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For events in the following venues: Limmasaal, Salon Littéraire

- Up to 90 days before the event: free of charge.
- 89 to 30 days before the event:
30% of the contractually agreed services, including room hire. If no services have been agreed at that time, 30% of the cost estimate listed in the contract will be billed.
- 29 to 14 days before the event:
80% of the contractually agreed services, including room hire. If no services have been agreed at that time, 80% of the cost estimate listed in the contract will be billed.
- 13 days before the event and on the day of the event:
100% of the contractually agreed services, including room hire. If no services have been agreed at that time, 100% of the cost estimate listed in the contract will be billed.

For exclusive bookings of La Rôtisserie and exclusive bookings of THE NEST rooftop terrace

- Up to 120 days before the event: free of charge.
- 119 to 90 days before the event:
30% of the contractually agreed services, including room hire. If no services have been agreed at that time, 30% of the cost estimate listed in the contract will be charged.
- 89 to 30 days before the event:
80% of the contractually agreed services, including room hire. If no services have been agreed at that time, 80% of the cost estimate listed in the contract will be billed.
- 29 days before the event and on the day of the event:
100% of the contractually agreed services, including room hire. If no services have been agreed at that time, 100% of the cost estimate listed in the contract will be billed.

Price adjustments

Current prices can be found in the event documentation. Incorrect prices as a result of typing errors are not binding and we reserve the right to adjust prices at any time due to changes in market conditions.

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Special provisions in the event of force majeure

If a party to this contract is prevented from fulfilling its contractual obligations due to conditions beyond its control, including war, terrorism, strikes, fire, floods, earthquakes, pandemics, epidemics, governmental or regulatory restrictions (force majeure event), this shall not be deemed a breach of this contract and shall not give rise to any liability on the part of the party obliged to provide the service.

If one party is unable to fulfil its contractual obligations or only partially fulfil its contractual obligations as a result of such a force majeure event, the party obliged to provide the service shall immediately inform the other party of such circumstances, and the parties shall seek a financially reasonable solution in good faith.

This clause shall also apply if a contracting party is prevented from fulfilling its contractual obligations due to COVID-19 or if the consequences of COVID-19 are so significant that a contracting party cannot be expected in good faith to abide by the agreement and the contracting party concerned could not have foreseen this at the time of signing the contract.

Place of jurisdiction/applicable law

The Lessor's registered office is agreed as the place of performance and jurisdiction. However, the Lessor is free to take legal action at the Customer's place of residence. These provisions and the contracts concluded on the basis thereof are subject to Swiss law. Should any of these provisions be invalid, this shall not affect the validity of the remaining provisions in case of doubt. The invalid provisions shall be replaced by a valid provision that most closely resembles them. Any agreements that deviate from these provisions must always be made in writing.