



General Terms and Conditions of the Kempinski Palace Engelberg

1. Scope of application

These General Terms and Conditions (GTC) apply to all services provided by HAN's EUROPE AG, with its registered office in Engelberg and its business address at Kempinski Palace Engelberg, Dorfstrasse 40, 6390 Engelberg, registered in the Commercial Register of the Commercial Court of Sarnen under CHE-292.679.311 (hereinafter referred to as "Kempinski Palace Engelberg") to the guest making use of the accommodation, the organiser and other contractual partners (hereinafter referred to as "contractual partners"). The services consist in particular in the provision against payment of the use of hotel rooms and other premises for e.g. seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organisation of cultural and sporting events and other programmes, the implementation of special health-promoting measures or comparable offers as well as for all other services and supplies of Kempinski Palace Engelberg in connection therewith. The Kempinski Palace Engelberg is entitled to have its services performed by third parties.

These GTC apply to all types of contract, such as hotel accommodation, package tour, contingent or event contracts concluded with Kempinski Palace Engelberg. The general terms and conditions of the contracting party shall not apply, even if Kempinski Palace Engelberg does not expressly object to them. Counter-confirmations by the contracting party with reference to its GTC are hereby contradicted.

2. Conclusion of contract

The contract is concluded by the Purchaser's written acceptance of the offer made by Kempinski Palace Engelberg. Electronic mail is deemed to have been received if the party for whom it is intended was able to retrieve it under normal circumstances. Kempinski Palace Engelberg is at liberty to confirm the booking in text form. If the Purchaser enters into the contract on behalf of a third party, it is not the Purchaser but the third party who becomes the contractual partner of Kempinski Palace Engelberg. The Purchaser must draw the attention of Kempinski Palace Engelberg to this fact in good time and before the conclusion of the contract, send or hand over his written authorisation for the specific conclusion of the contract and inform Kempinski Palace Engelberg of the name and address of the actual contractual partner. In any case of missing or insufficient authorisation by the (intended) contractual partner, the ordering party shall be liable,

irrespective of the degree of his own fault, for the interest in performance.

Kempinski Palace Engelberg is entitled to conclude the accommodation contract on condition that the contracting party provides security. In this case, Kempinski Palace Engelberg is obliged to inform the contracting party of the required security deposit before accepting the contracting party's order. If the contracting partner agrees to the provision of security, the contract shall be deemed to have been concluded upon receipt of this declaration of consent (or, if otherwise requested by Kempinski Palace Engelberg, upon receipt of the security) by Kempinski Palace Engelberg.

3. Use and handover of hotel premises, departure

The rooms are made available exclusively for accommodation purposes or, in the case of events, for event purposes, unless Kempinski Palace Engelberg has expressly approved an alternative use of the rooms.

The subletting or reletting or the free use of the premises by third parties as well as the use for purposes other than accommodation is only permitted if expressly approved by Kempinski Palace Engelberg. The contracting partner must adapt his behaviour in the hotel to the Kempinski Palace Engelberg guidelines ("house rules").

The contracting partner has no right to the use of specific premises of Kempinski Palace Engelberg. Kempinski Palace Engelberg may provide the contracting partner with adequate alternative accommodation (of the same standard) if this is objectively justified and not wholly unreasonable for the contracting partner. Objective justification is given, for example, if the reserved rooms have become unusable, if there is an overbooking for which Kempinski Palace Engelberg is not grossly responsible or if other important operational measures necessitate this step. Kempinski Palace Engelberg will inform the contracting partner without delay of the planned accommodation in alternative accommodation and will provide free travel from Kempinski Palace Engelberg to the alternative accommodation and return travel from the alternative accommodation to Kempinski Palace Engelberg. Beyond this, the contracting partner shall not be entitled to any compensation for expenses arising from or in connection with the accommodation in the aforementioned substitute accommodation. If the contracting party refuses accommodation in alternative accommodation within 5 days of notification by Kempinski Palace Engelberg, the contract shall be terminated and the contracting parties shall pay all costs incurred by Kempinski Palace Engelberg.



<p>to return any services rendered up to this point in time in connection with the dissolved contract within one week after dissolution. In the opposite case, the offered substitute accommodation shall be deemed accepted by the contractual partner.</p> <p>Reserved rooms are available to the contracting party from 3 p.m. on the day of arrival, unless earlier use free of charge has been permitted in writing by Kempinski Palace Engelberg. If a room is used for the first time before 3 p.m. without the permission of Kempinski Palace Engelberg to use it earlier free of charge, the previous night counts as the first overnight stay and Kempinski Palace Engelberg is entitled to charge for this previous night at the current overnight rate according to the price list.</p> <p>Unless otherwise agreed, Kempinski Palace Engelberg has the right to assign booked rooms to other parties after 6 p.m. without the contracting partner being able to derive any rights or claims from this. In this case, there is no obligation to provide accommodation. If the contracting party has provided a security deposit and the rooms have been booked for more than one night, the rooms shall remain reserved until 12:00 noon on the day following the agreed date of arrival, irrespective of the time of arrival; thereafter there shall be no obligation to provide accommodation.</p> <p>The rooms must be vacated by 12:00 noon at the latest on the day of departure. After this time, Kempinski Palace Engelberg may charge the daily room rate for the additional use of the rooms until 4:00 p.m., and 100% of the full overnight rate (list price) after 4:00 p.m., irrespective of any resulting damage.</p> <p>If the contracting partner notifies Kempinski Palace Engelberg in good time of his wish to extend the stay or other services, Kempinski Palace Engelberg may accept the offer to extend the booking agreement or service contract. In any event, Kempinski Palace Engelberg is under no obligation and the contracting party has no right to demand that the stay or other service be extended. Kempinski Palace Engelberg is entitled to adjust charges in the event of extensions.</p> <p>Animals may only be brought to Kempinski Palace Engelberg with the prior consent of Kempinski Palace Engelberg and, if necessary, against payment of a special fee. The contracting partner who brings an animal with him is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by a suitable third party at his own expense.</p>	<p>Animals are not allowed in the seminar, social, restaurant and wellness areas. The contracting partner taking an animal with him must have appropriate pet liability insurance or private liability insurance that also covers possible damage caused by animals. Proof of such insurance must be provided to Kempinski Palace Engelberg upon request. The contracting partner or his insurer shall be liable to Kempinski Palace Engelberg for any damage caused by animals brought into the hotel. The damage also includes, in particular, any compensation to be paid by Kempinski Palace Engelberg to third parties.</p> <p>4. Events</p> <p>In order to enable Kempinski Palace Engelberg to make careful preparations, the contractual partner must inform Kempinski Palace Engelberg in writing of the final number of participants no later than three days before the start of the event. If the contractual partner informs Kempinski Palace Engelberg of a higher number of participants than agreed, this higher number will only become part of the contract if Kempinski Palace Engelberg agrees to it. If Kempinski Palace Engelberg does not agree, the contractual partner is not entitled to hold the event with a higher number of participants. If Kempinski Palace Engelberg agrees, invoicing will be based on the new number of participants in accordance with the previous basis of calculation. The contracting partner has no right to consent. If fewer participants actually take part in the event, there will be no refund of any expenses saved.</p> <p>If the agreed time for the start of an event is postponed, Kempinski Palace Engelberg is entitled to charge the contracting party for all additional costs incurred as a result, unless Kempinski Palace Engelberg is culpably responsible for the postponement.</p> <p>Reserved rooms are only available to the contracting partner within the period agreed in writing. Any use beyond this period requires the consent of the Kempinski Palace Engelberg and will generally only be granted against payment of an additional fee. The right is reserved to make changes to the room, provided that such changes are reasonable for the contracting partner, taking into account the interests of the Kempinski Palace Engelberg.</p> <p>For events that extend beyond midnight, Kempinski Palace Engelberg will invoice and charge for staff costs from this time onwards on the basis of individual proof.</p>
<p>The contracting partner shall be liable to Kempinski Palace Engelberg for additional services provided to the event participants or to third parties in connection with the event.</p> <p>The contracting partner must obtain all official permits at its own expense and submit them to Kempinski Palace Engelberg no later than one week prior to the</p>	<p>If the contracting party brings in its own electrical equipment, it must obtain the written consent of Kempinski Palace Engelberg before connecting it to the electricity grid. The electricity consumption incurred shall be charged in accordance with the valid provision and working prices as charged to Kempinski Palace Engelberg by the utility company. Any faults or defects in the technical equipment of Kempinski Palace</p>



<p>event, unless expressly agreed otherwise in writing. The contracting partner shall be responsible for compliance with all relevant (regulatory) legal requirements. Any fees payable to third parties for the event, such as SUIVA fees, entertainment tax, etc., shall be paid by the contracting partner to the creditor without delay.</p> <p>The contracting partner shall be liable for the conduct of its employees, event participants and other auxiliary staff as for its own conduct. The Kempinski Palace Engelberg may require the contracting partner to provide appropriate security (e.g. insurance, deposits, guarantees). In order to prevent damage, the installation and erection of decorative materials or other objects must be agreed in advance with Kempinski Palace Engelberg and then carried out by persons qualified to do so. All fire safety regulations and other statutory provisions must be complied with. Exhibits and other items, transport packaging, outer packaging and all other packaging materials brought in must be removed at the end of the event. If the contracting partner fails to comply with this provision, Kempinski Palace Engelberg shall be entitled to remove, dispose of and/or (if necessary) store the items at a charge. If removal involves disproportionate expense, Kempinski Palace Engelberg shall have the option of leaving the items on the premises and charging the relevant room rent for the period for which they remain there. Kempinski Palace Engelberg is at liberty to provide evidence of greater damage.</p> <p>Kempinski Palace Engelberg does not provide insurance cover for items brought into the hotel. The conclusion of any necessary insurance is the sole responsibility of the contracting partner.</p> <p>Malfunctions or defects in facilities provided by Kempinski Palace Engelberg will be remedied as far as Kempinski Palace Engelberg is able to do so. The contracting partner may not derive any claims in this connection unless the provision was contractually agreed and Kempinski Palace Engelberg is not at fault.</p>	<p>Engelberg caused by connection shall be borne by the contracting partner. With the written consent of Kempinski Palace Engelberg, the contracting partner may also use his own telephone, fax and data transmission equipment. Kempinski Palace Engelberg may charge connection fees for this.</p> <p>The contracting partner must guarantee the operational safety of the equipment and provide proof of this at the request of Kempinski Palace Engelberg.</p> <p>If Kempinski Palace Engelberg procures technical or other equipment from third parties on behalf of the contracting partner, Kempinski Palace Engelberg shall act on behalf and for the account of the contracting partner; the latter shall be liable for the careful handling and proper return of such equipment and shall indemnify Kempinski Palace Engelberg against all claims by third parties on first written demand. Kempinski Palace Engelberg shall not be liable for any failure to procure the facilities in good time or for any defect in the facilities procured.</p> <p>Unless otherwise agreed individually, agreed room rentals apply exclusively to the provision of premises. Technical equipment and its energy requirements are not included.</p> <p>As a rule, the contracting partner may not bring food and beverages to the events. In special cases (e.g. national specialities, etc.), a written agreement may be reached; in such cases, a general cost charge will be made, deducting the proportionate cost of the goods. No liability will be assumed for food and drinks brought along. Newspaper advertisements and/or any kind of advertising, information, invitations, etc. in connection with meetings and/or events on the premises of the Kempinski Palace Engelberg, the use of the hotel name as well as the logo in general and also in connection with such meetings and/or events generally require the prior written consent of the Kempinski Palace Engelberg.</p>
<p>If publication takes place without consent, Kempinski Palace Engelberg has the right to cancel the event. The right to claim further damages remains unaffected.</p> <p>5 Prices and payment</p> <p>The prices of the respective services are determined in accordance with the Kempinski Palace Engelberg price list valid at the time the service is provided. All prices are inclusive of the currently applicable statutory value added tax and for the lowest applicable unit (persons, days, portions, glasses, bottles, etc.). However, increases in value added tax shall be borne by the contracting party irrespective of any miscalculation.</p> <p>Kempinski Palace Engelberg is entitled to demand a security deposit from the contracting party of up to 100% of the contracting party's total payment</p>	<p>Kempinski Palace Engelberg vis-à-vis third parties, insofar as these expenses and services have been contractually fixed or approved by the contracting partner.</p> <p>The contracting partner undertakes to bear all reasonable and appropriate costs and expenses associated with the collection of Kempinski Palace Engelberg's claims, such as, in particular, collection costs or reminder costs as set out in the tariff, such as, in particular, reminder letters from lawyers.</p> <p>The issue of a total invoice does not release the customer from the obligation to pay the individual invoices on time. Delay in payment of even one individual invoice entitles Kempinski Palace Engelberg to withhold all further and future services and to make</p>



<p>obligation upon conclusion of the contract. The amount of the security deposit and the payment dates shall be specified in the individual contract. Unless otherwise agreed, the contracting party is obliged to pay the security deposit at the latest 21 days before the start of the accommodation.</p> <p>If the period between the order and the performance of the contract exceeds three months as agreed, Kempinski Palace Engelberg shall be entitled to increase or reduce the agreed price accordingly. In this case, the charges shall change in the same proportion as the consumer price index 2015, as published by the Federal Statistical Office. The basis for the indexation is the final published index figure for the month of the conclusion of the contract (= 100).</p> <p>Prices may also be changed by Kempinski Palace Engelberg if the contracting party makes changes to the order, in particular with regard to the number of guests and the rental period.</p> <p>The payment claim of Kempinski Palace Engelberg is due immediately upon receipt of the respective invoice without deduction. Kempinski Palace Engelberg is entitled to invoice or interim invoice the service at any time. An invoice shall be deemed to have been received by the recipient no later than 3 days after dispatch, unless proof of earlier receipt can be provided. In the event of default in payment, interest on arrears amounting to 5 percentage points above the base rate per annum shall be agreed for entrepreneurs and interest on arrears amounting to 5 percentage points per annum shall be agreed for consumers within the meaning of the Consumer Protection Act (Art. 104 OR). This also applies to the services and expenses of the following in connection with the event</p>	<p>the fulfilment of the services dependent on a security deposit of up to 100% of the outstanding payment.</p> <p>Payment and security deposits are due without deduction and without discount. The costs for the money transaction (e.g. transfer charges) shall be borne by the contractual partner in all cases. For credit and debit cards, the respective terms and conditions of the card companies apply.</p> <p>The Kempinski Palace Engelberg is entitled to refuse foreign currency, cheques and credit cards. If foreign currencies are accepted, they will be accepted in payment at the exchange rate of the day, where possible, and the contracting party shall bear all related costs. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. A refund of unused services is excluded.</p> <p>If the contracting party uses a credit card for the payment of Kempinski Palace Engelberg products requiring advance payment (e.g. general orders with advance payment or guaranteed bookings) without physically presenting the credit card (e.g. via telephone, Internet or similar), the contracting party is not entitled in relation to Kempinski Palace Engelberg to revoke this charge vis-à-vis its credit card company.</p> <p>If the contracting partner refuses to pay the agreed remuneration or is in default, Kempinski Palace Engelberg shall be entitled to the statutory right of retention (only in the case of a hotel accommodation contract) and the statutory right of lien on the items brought into the hotel by the contracting partner, whereby it shall be deemed to be agreed that all items brought into the rooms rented by the contracting partner are the unencumbered property of the contracting partner.</p>
<p>Kempinski Palace Engelberg is also entitled to this right of retention or lien (Art. 836 of the Swiss Civil Code) to secure its claim arising from the accommodation contract, in particular for catering, other expenses incurred on behalf of the contracting party and for any claims for compensation of any kind.</p> <p>The contracting partner may only set off a claim against a claim of Kempinski Palace Engelberg if his claim is undisputed or has been established by a court of law or recognised by Kempinski Palace Engelberg. Claims and other rights may only be assigned with the consent of Kempinski Palace Engelberg.</p> <p>6. Withdrawal by contracting party</p> <p>Reservations made by the contracting partner are binding on both contracting parties subject to the following (exclusive) restrictions. In the event of cancellation or reduction of the scope of the contract by the contracting party, the contracting party shall pay the following as compensation within the meaning of</p>	<p>Cancellations or reductions of a contract must be notified in writing.</p> <p>7. Withdrawal by Kempinski Palace Engelberg</p> <p>Kempinski Palace Engelberg is entitled to withdraw from the contract or to terminate the contract for good cause with immediate effect in accordance with the statutory provisions. Good cause shall be deemed to exist in particular if:</p> <ul style="list-style-type: none">a) the contracting party fails to perform a due Providesb) the fulfilment of the contract is impossible due to force majeure, strike or other circumstances for which Kempinski Palace Engelberg is not responsiblec) the contracting party makes misleading or false statements about essential data



<p>the Swiss Code of Obligations 158, insofar as this (possibly partial) cancellation was not culpably caused by Kempinski Palace Engelberg:</p> <ul style="list-style-type: none">a) The non-refundable amount of 10% of the total agreed contract sum plus any value added tax to be paid as security when the contract is signed, if the written cancellation or reduction in the scope of the contract is received by Kempinski Palace Engelberg no later than 91 days before the start of the performance period.b) 60% of the agreed and affected contract sum plus any VAT, if the written cancellation or reduction of the scope of the contract is received by Kempinski Palace Engelberg between 90 and 31 days before the start of the performance period.c) 75% of the agreed and affected contract sum plus any VAT, if the written cancellation or reduction of the scope of the contract is received by Kempinski Palace Engelberg between 30 and 14 days before the start of the service period.d) 90% of the agreed and affected contract sum plus any sales tax, if the written cancellation or reduction in the scope of the contract is received by Kempinski Palace Engelberg less than 14 days before the start of the service period.	<ul style="list-style-type: none">d) the contracting partner uses the name of the Kempinski Palace Engelberg in advertising measures without prior written consente) rooms which are the subject matter of the contract are sublet in whole or in part without the written consent of the Kempinski Palace Engelbergf) Kempinski Palace Engelberg has reasonable grounds to believe that the use of the hotel service may jeopardise the smooth running of the business, the safety or the public reputation of Kempinski Palace Engelbergg) the contracting partner or a person attributable to him makes a considerably disadvantageous use of the rented rooms or spoils the common stay of the guests or third parties by inconsiderate, offensive or otherwise grossly improper behaviour towards Kempinski Palace Engelberg or its employees or the guests staying at the hotel or is guilty of an offence against property, morality or physical integrity towards these persons, whereby an attempt and reasonable suspicion shall suffice.h) the contracting party is afflicted with a contagious disease or a disease that extends beyond the agreed accommodation period or otherwise becomes in need of care
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<p>Kempinski Palace Engelberg must notify the contracting party of the exercise of the right of withdrawal/cancellation without delay, at the latest within 14 days of becoming aware of the reason. The justified cancellation of the contract by Kempinski Palace Engelberg does not give rise to any claims for damages or other compensation on the part of the contracting partner. A claim by Kempinski Palace Engelberg for compensation for any loss incurred as a result of the withdrawal/cancellation and the expenses thus frustrated shall remain unaffected in the event of justified termination of the contract.</p> <p>8. Illness or death of the contracting party</p> <p>If the contracting partner falls ill during his stay, Kempinski Palace Engelberg will arrange for medical care at the request of the contracting partner. If there is imminent danger, Kempinski Palace Engelberg will arrange for medical care even without the special request of the contracting partner, in particular if this is necessary and the contracting partner is unable to do so himself. As long as the contracting partner is unable</p>	<p>9. Liability</p> <p>The statutory provisions of the Swiss Code of Obligations OR 487 et seq. apply to objects brought in by the contracting partner. Kempinski Palace Engelberg is liable within the framework of the statutory provisions (and thus subject to the conditions standardised therein). However, the claim for compensation expires if the damage is not reported to Kempinski Palace Engelberg as soon as it becomes known. Valuables, money or securities must be deposited free of charge in the hotel's own safe deposit box at reception, failing which Kempinski Palace Engelberg's liability shall be excluded insofar as such deposit is reasonable. Kempinski Palace Engelberg may refuse to deposit valuables, money and securities without justification, in particular if the items in question are considerably more valuable than those usually deposited by contractual partners.</p> <p>Items left behind by the contracting partner are not deemed to be held in safe custody by Kempinski Palace Engelberg or brought in by the contracting partner and</p>
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<p>to make decisions or the contracting partner's relatives cannot be contacted, Kempinski Palace Engelberg will arrange for medical treatment at the contracting partner's expense. However, the scope of these care measures ends at the time when the contracting partner is able to make decisions or the relatives have been notified of the illness.</p> <p>Kempinski Palace Engelberg shall be entitled to claim compensation from the contracting partner or, in the event of death, from the contracting partner's legal successors, in particular for the following costs: outstanding medical expenses, costs of ambulance transport, medicines and remedies, room disinfection that has become necessary, linen, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items, restoration of walls, furnishings, carpets, etc., plus any days on which the rooms were unusable or damaged in connection with the illness or death, insofar as these were soiled or damaged in connection with the illness or death, room rent, insofar as the premises were occupied by the contracting partner, plus any days on which the rooms are unusable due to disinfection, evacuation or similar, any other damages incurred by Kempinski Palace Engelberg.</p>	<p>will only be forwarded at the request, risk and expense of the contracting partner, otherwise these items will be handed over to the responsible lost property office if the value of the item exceeds € 10,000 or if it is apparent to the hotel that the recovery of the item is of considerable importance to the contracting partner.</p> <p>The contracting partner is liable to Kempinski Palace Engelberg for all damage culpably caused by him or by third parties attributable to the contracting partner, irrespective of the respective degree of fault.</p> <p>The liability of Kempinski Palace Engelberg towards consumers within the meaning of the Consumer Protection Act for slight negligence is excluded in its entirety, with the exception of cases of breach of principal contractual obligations, personal injury and mandatory statutory provisions.</p> <p>Kempinski Palace Engelberg shall be liable to entrepreneurs for all statutory and pre-contractual, main contractual and ancillary contractual claims, again with the exception of personal injury, in principle only in the event of intentional or grossly negligent conduct. Liability for loss of profit, indirect damage and consequential damage is excluded vis-à-vis entrepreneurs, except in cases of gross negligence and intent. The amount of liability vis-à-vis entrepreneurs shall be limited to the value of the counter-performance of the contractual partner to the extent permitted by law.</p>
<p>Exclusions and limitations of liability apply in the same way for the benefit of all companies used by Kempinski Palace Engelberg to fulfil its contractual obligations, their subcontractors and vicarious agents. They do not apply if Kempinski Palace Engelberg provides a guarantee for the quality of an item or work or in the case of fraudulently concealed defects.</p> <p>All claims of the contracting party, insofar as the contracting party is not a consumer under the Consumer Protection Act, against Kempinski Palace Engelberg arising out of or in connection with the respective individual contract shall become statute-barred 12 months after the contracting party has become aware of the damage and the damaging party. For consumers under the Consumer Protection Act, the statutory provisions shall apply.</p> <p>10. Data protection</p> <p>The contracting party agrees that the data disclosed within the scope of the order and order processing may also be used with the aid of automated systems for the purposes of contract fulfilment, accounting and internal market research and marketing purposes.</p> <p>Kempinski Palace Engelberg also offers its own e-mail newsletter service, to which the contracting party may</p>	<p>11. Miscellaneous</p> <p>The place of performance for the accommodation contract is the location of the Kempinski Palace Engelberg.</p> <p>This contract is subject to Swiss formal and substantive law to the exclusion of the rules of private international law and the UN Convention on Contracts for the International Sale of Goods.</p> <p>In the event of a bilateral business transaction, the competent court at the registered office of Kempinski Palace Engelberg shall have exclusive jurisdiction over all disputes arising from this contract or relating to its breach, dissolution or invalidity, and Kempinski Palace Engelberg shall furthermore be entitled to assert its rights in any other local and competent court.</p> <p>If the contract was concluded with a contracting party who is a consumer, actions against the consumer may be brought exclusively at the place of residence/place of habitual abode of the consumer.</p> <p>May, 2021</p> <p>HAN's EUROPE AG</p>



Kempinski Palace
Engelberg

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subscribe and which informs the contracting party of news, offers and the like from Kempinski Palace Engelberg. The registration can be cancelled at any time by contacting Kempinski Palace Engelberg.

The contracting party must send its justified and substantiated requests for information, correction and deletion or its objection concerning data stored by it in writing to Kempinski Palace Engelberg, whereby the contracting party gives its consent that its request may be processed by Kempinski Palace Engelberg by e-mail.