

General Terms and Conditions for Events

I. Scope

1. These Terms & Conditions apply to agreements concerning the renting of conference, banqueting and event rooms of the Hotel for conducting events such as banquets, seminars, conferences etc. as well as all products and services of the Novotel Zürich City-West hotel (hereinafter to be referred to as the "Hotel") that are associated with such events.
2. Any subletting or further letting of rented rooms, space or showcases and invitations for interviews, sales events and similar events require the prior written approval of the Hotel.
3. Customer's terms and conditions shall only be applicable if they have been the subject of an express prior written agreement.

II. Conclusion of an agreement, parties to the agreement and period of limitation

1. An agreement comes about through the acceptance of the Customer's booking request by the Hotel; the Customer and the Hotel are the parties to the agreement.
2. If the Customer / ordering party is not the actual organiser or if the organiser uses the services of a commercial agent or organiser acting in the capacity of the Customer / ordering party, then the Customer / ordering party and the organiser shall be jointly and severally liable towards the Hotel for all obligations arising from the agreement.
3. The Hotel shall be liable under its obligations arising from the agreement. Provided that such an exclusion is legally permissible, the Customer shall not be entitled to receive damage compensation. This provision has its exception in damage arising from injuries to life, limb or health in cases where the Hotel is responsible for a violation of duty as well as any other damage arising from a deliberate or grossly negligible violation of duty committed by the Hotel. In the event of disruptions to or defects in the Hotel's services, the Hotel shall endeavour to remedy the situation upon gaining knowledge of the same or upon receiving a complaint from the Customer. The Customer shall do whatever can be reasonably expected in order to help remove the disruption and to keep the damage to a minimum. Moreover, the Customer undertakes to draw the attention of the Hotel in good time to any possibility of uncommonly high damage.
4. All claims towards the Hotel are subject to a 6-month period of limitation after departure, unless longer periods are specified under mandatory legal provisions.

III. Services, prices, payment and offset

1. The Hotel shall provide the services booked by the Customer and agreed by the Hotel.
2. The Customer undertakes to pay the prices agreed with the Hotel or the prices which are customary at the Hotel for these and for any further services used by the Customer. The same applies to services caused by the Customer and to expenses of the Hotel paid to third parties, particularly also charges payable to copyright management companies.
3. The agreed prices are in Swiss francs and are inclusive of value added tax at the statutory rate applicable at the time.
4. The Customer undertakes to make an advance payment of 50% of the invoice total immediately upon a definitive booking / conclusion of an agreement and 50% two weeks prior to his/her arrival or event. If there are less than two weeks between the definitive booking / conclusion of the agreement and his/her arrival or event, then the full invoice total shall become due upon the definitive booking / conclusion of the agreement. Additional terms of payment and cancellation are possible depending on the size of the group.
5. Invoicing shall only be conducted after the stay or event if a specific prior written agreement has been concluded concerning terms of payment. Such invoices shall become payable upon receipt. The Hotel is entitled at any time to specify that outstanding debts should become due immediately and to request immediate payment.
If the Customer fails to pay by the due date, then the Hotel is entitled to charge 5% p.a. interest in arrears.
6. The Customer may only offset or reduce claims of the Hotel against Customer's claims if the latter have been approved by the Hotel in writing or if such claims have been granted to the Customer through a non-appealable decision by a court of law.
7. No Invoices will be sent abroad.

IV. Customer's cancellation / non-use of the Hotel's services (No Show)

1. To cancel his or her agreement with the Hotel without incurring charges, the Customer requires the Hotel's written approval. If no such approval is provided, the Customer shall pay the agreed room rent as specified in the agreement as well as any services ordered from third parties, even if the Customer does not use the contractually specified services and if further letting of the premises is no longer possible.
This provision does not apply if the Hotel has violated an essential contractual duty in such a way that the Customer can no longer be reasonably expected to continue under the agreement.
2. If a date for charge-free cancellation has been agreed between the Hotel and the Customer for the agreement, then the Customer may cancel the agreement until that date without giving rise to payment or damage claims on the part of the Hotel. The Customer's right of cancellation lapses if he or she does not exercise this right towards the Hotel in writing by the agreed date, provided it is not a case of cancellation under clause IV subclause 1 sentence 3 (above).
3. In case of a cancellation of the event, the Hotel is entitled to charge the following costs:
cancellation 61 days prior to the event – no cancellation fee
60 - 45 days prior to the event - 25 % of the estimated total cost
44 - 30 days prior to the event - 50 % of the estimated total cost
29 - 15 days prior to the event - 75 % of the estimated total cost
14 - 0 days prior to the event - 100 % of the estimated total cost
In addition, the hotel shall also be entitled to charge a possible room rental fee that is not included in the conference flat rate and to charge for any products or services obtained for the Customer from third parties.
4. Food charges shall be calculated under the following formula: agreed menu price x number of delegates.
If no price has been agreed for the meal, then the least expensive three-course meal of the least expensive event package shall be used as the basis for calculation.
5. The deduction of saved expenses is covered by subclauses 3-5, above. The Customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

V. Hotel's right of cancellation

1. If the parties have agreed on a Customer's charge-free right of cancellation by a certain date, then the Hotel, in turn, shall be entitled to cancel the agreement during this period if it receives booking requests from other customers for the contractually booked event rooms and if the Customer does not waive his or her right of cancellation when asked by the Hotel.
2. If the Customer fails to make an advance payment that has been either agreed or requested under clause III subclause 4 (above), then the Hotel shall be entitled to cancel the agreement. In such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).

3. The Hotel is entitled to affect extraordinary cancellation of the agreement for objectively justified reasons, in cases such as the following:
 - If the fulfilment of the agreement is rendered impossible by force majeure or by other circumstances not within the responsibility of the Hotel;
 - if the booking of an event was accompanied by misleading or incorrect statements of important facts, e.g. concerning the Customer him/herself or the purpose of the event; in such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
 - if the Hotel has justified reasons to assume that the event may jeopardise the smooth running of the Hotel's operations, its safety or its public image in cases where this is not within the Hotel's power of control or organisational remit; in such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
 - If a violation of clause I subclause 2 (above) has occurred. In such a case the Customer shall make the same payment to the Hotel as if he/she had cancelled the agreement under clause IV (above).
4. If the Hotel cancels the agreement for a justified reason, then the Customer shall not be entitled to receive damage compensation.

VI. Changes to the number of delegates and to the timing of the event

1. If the number of delegates changes by more than 5%, the Customer shall notify the Hotel no later than 5 working days before the start of the event; the change requires written approval from the Hotel.
2. If the Customer reduces the number of delegates by no more than 5%, the Hotel shall take account of the change in its billing. In the event of greater deviations, billing shall be based on the originally agreed number of delegates, less 5%.
3. In the event of an increase in the number of delegates billing shall be based on the actual number of delegates.
4. If the number of delegates differs by more than 10%, the Hotel is entitled to re-specify the agreed prices and to change the confirmed rooms, unless this is unreasonable for the Customer.
5. If the agreed start and end times of the event are changed and if the Hotel agrees to these changes, then the Hotel may charge adequate fees for any additional availability of services, unless the changes are the responsibility of the Hotel.

VII. Bringing along food and beverages

The Customer is not permitted to bring along food or beverages to events. Any exceptions to this provision are subject to a written agreement with the Hotel. In such cases a contribution for the coverage of overheads will be charged.

VIII. Technical equipment and connections

1. If, at the Customer's request, the Hotel provides technical and other equipment from third parties, it shall act on behalf, on the authority and on account of the Customer.
The Customer shall be liable for taking proper care with such equipment and for returning it in a proper state. He or she shall indemnify the Hotel against any third-party claims arising from the provision of such equipment.
2. If the Customer wishes to use his or her own electrical equipment and connect it to the Hotel's electric power system, it requires the Hotel written approval. Any disruption or damage to the Hotel's technical equipment caused by the use of the Customer's equipment shall be the Customer's liability, unless the damage is within the Hotel's responsibility. The cost of electric power caused by the use of the Customer's equipment may be calculated and charged by the Hotel in the form of a flat fee.
3. Provided that the Hotel gives its approval, the Customer is entitled to use his or her own telephone, fax and data transmission equipment. The Hotel may charge a connection fee.
4. If the Hotel's equipment remains unused on account of the Customer's use of his or her own equipment, the Hotel may charge a deficiency compensation fee.
5. Any malfunctions in equipment provided by the Hotel, whether technical or other equipment, shall be remedied immediately where possible. Unless the Hotel is responsible for such malfunctions, the Customer shall not be entitled to retain or reduce payments.

IX. Loss or damage of items brought to the Hotel

1. Any of the Customer's exhibits and other items, including personal items, shall be taken into the event rooms and onto Hotel premises at the Customer's risk. The Hotel accepts no liability for loss, destruction or damage or indeed for financial loss, except in cases of gross negligence or intent on the part of the Hotel. This provision does not cover damage arising from injuries to life, limb or health.
2. Any decorations brought along by the Customer shall meet fire regulations. The Hotel is entitled to request official documentation for this purpose. If no such documentation is provided, the Hotel is entitled to remove from its premises any items that have already been brought along by the Customer and to do so at the Customer's expense. To avoid the possibility of damage, the Customer shall make suitable arrangements with the Hotel before setting up or attaching his or her items.
3. Exhibits and other items brought along by the Customer shall be removed immediately upon the end of the event. Should the Customer fail to do so, then the Hotel is entitled to remove and store such items at the Customer's expense. If items remain in the event room, then the Hotel may charge an adequate usage fee for the amount of time until their removal. The Customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

X. Customer's liability for damage

1. The Customer shall be liable for any damage to buildings, fixtures and furnishings caused by delegates or by visitors to the event, by his or her staff, by other third parties within the Customer's sphere or by the Customer him/herself.
2. The Hotel may request the Customer to provide suitable securities (e.g. insurances, deposits, guarantees).

XI. Final provisions

1. Changes or amendments to the agreement, to the acceptance of a booking request or to these Terms & Conditions for Events shall be made in writing. Unilateral changes and amendments are invalid.
2. The place of performance and payment shall be the Hotel's place of business.
3. This Agreement shall be subject to Swiss law.
4. The parties agree on Zurich, Switzerland, as the exclusive place of jurisdiction.
5. The customers know the safety rules and apply them. Business and individuals working in our premises, we hold full responsibility for compliance with all legal requirements in the areas of environmental protection, fire protection, occupational safety and health.