

General Terms and Conditions

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1. RESERVATION

A reservation agreement and any changes to UTO KULM'S services are binding once they have been confirmed by the hotel. In the case of online reservations, a contract is binding once confirmed by email by the hotel.

2. NUMBER OF PARTICIPANTS

A reservation agreement will state the number of participants. Changes of more than 20% to that number must be notified in writing at least 30 days before the date of an event. If such notification is received less than 30 days before an event, the provisions of clause 5.1 shall apply. The hotel must be notified of the final number of participants at least 48 hours before the event. Invoicing will be based on this number of participants. The full cost will be charged for guests who do not attend the event.

3. PAYMENT

3.1 If Hotel UTO KULM does not request a deposit, the invoice must be paid in full at the end of an event.

If it has been agreed that payment can be made on receipt of the final invoice, payment is due 15 days from the date of the invoice

3.2 For confirmed reservations of 40 persons (private) or 100 persons (companies) or more, UTO KULM requires a deposit of 80%.

3.3 In the case of special events and house events (as stipulated), UTO KULM reserves the right to accept reservations only if the full amount has been paid in advance. There are no refunds for these reservations. A reservation can be postponed in consultation with and subject to the availability of the UTO KULM.

3.4 Hotel UTO KULM reserves the right to change its prices. Price adjustments are usual if there are seasonal changes or short-term and significant price increases by suppliers or in raw material prices.

4. COLLECTION OF CREDIT CARD INFORMATION FOR TABLE RESERVATIONS

In order to ensure that the hotel does not suffer any loss in the event of a no-show we reserve the right to request a credit card as a guarantee of payment. In doing so, we collect the following information ("payment information"):

- Name of the issuer of the credit card
- Name of the credit card holder
- Credit card number, expiry date of the credit card and CVV (security code)

Payment information for online reservations is stored automatically and anonymised. This is not personal data within the meaning of the Federal Act on Data Protection (FADP) or the EU General Data Protection Regulation (GDPR). Payment information is also transmitted directly to the host provider. For this reason, Hotel UTO KULM has no access to anonymised payment information and does not store it in databases.

5. CONDITIONS OF CANCELLATION

Hotel UTO KULM must be informed in writing as early as possible of the cancellation of reservations. The following conditions apply to the cancellation of group bookings as well as to non-attendance for restaurant reservations.

5.1 Group bookings of 10 persons or more for banquet and seminar menus

TIME OF CANCELLATION	UTO KULM'S CLAIM
Up to 61 days before the event	No claim. Advance payment will be refunded in full
60 to 31 days before the event	25% of estimated costs, with a minimum claim of CHF 20.- p. p.
30 to 11 days before the event	50% of estimated costs, with a minimum claim of CHF 35.- p. p.

10 to one day/s before the event	75% of estimated costs, with a minimum claim of CHF 50.- p. p.
Cancellation on the day of the event	100% of estimated costs, with a minimum claim of CHF 80.- p. p.

5.2 Restaurant reservations with less than 10 people

TIME OF CANCELLATION	UTO KULM'S CLAIM
Up to 24 hours before the event	No claim
Cancellation on the day of the event	CHF 50 per person.

5.3 For special events and house events (as stipulated) booked and paid in advance:

There are no refunds for these bookings. A booking can be postponed by prior arrangement and subject to availability at Hotel UTO KULM.

5.4 If a confirmed event with more than 200 guests is cancelled less than 61 days before the event date, a one-off expense allowance of CHF 500 will be charged. Otherwise the conditions of point 5.1 apply.

5.5 The cancellation of up to 10% of reserved individual hotel rooms are free of charge if cancellation is made at least 48 hours before an event. If a guest cancels later than this or fails to arrive, the cost of one night's accommodation will be charged to the organiser. Cancellations at short notice (two to 29 days before the event) of more than 10% of the reserved hotel rooms will be charged at CHF 100.- per room.

5.6 Additional function rooms can be cancelled free of charge up to 30 days before the day of the event. In the event of cancellation less than 30 days before the event, the costs will be charged in full.

5.7 If UTO KULM has reasonable grounds to believe that the event affects the smooth running of its business, the security or the reputation of the hotel, it shall be entitled to cancel the reservation agreement at any time without compensation.

6. LIABILITY

The UTO KULM is only liable for its intentional or gross negligence in respect of contractual or non-contractual damage. The guest is responsible for proving fault. Any further liability (slight, medium negligent causal liability) is excluded.

6. FURTHER PROVISIONS

7.1 The customer shall purchase all catering services from UTO KULM. Otherwise an agreed tapping fee will be charged.

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

7.3 Advertisements in the media (such as newspapers, radio, television or internet) stating that the event is taking place at UTO KULM require the prior written consent of UTO KULM.

7.4 Events may only be extended beyond midnight by prior arrangement. Any necessary authorisations remain reserved.

7.5 The guest is liable for all damage and loss caused by him or his guests, without UTO KULM having to prove fault on the part of the guest. UTO KULM accepts no liability for items, clothing or materials brought in by guests, organisers, speakers or third parties.

7.6 The organiser may dispose of material left on our premises after an event. The hotel reserves the right to charge a disposal fee if a large number of items are disposed.

7.7 For events with or without overnight accommodation, the organiser is responsible for all necessary insurance (in particular for property brought on to the premises). UTO KULM may request proof of this insurance.

7.8 Applicable law/jurisdiction: Swiss law shall apply exclusively. Place of jurisdiction: Zurich.

7.9 Changes to the terms and conditions must be made in writing.