

TERMS AND CONDITIONS ZUNFTHAUS ZUR MEISEN, ZÜRICH

1. SUBJECT MATTER AND SCOPE

1.1.

These terms and conditions (T&C's) regulate the legal relationship between the Zunfthaus zur Meisen - Xavier Christen GmbH – (hereinafter called 'the Zunfthaus') and its customers and their guests (hereinafter called 'the customers') in relation to all contracts concluded between the parties of the Zunfthaus. Customer provisions that are in conflict with these T&C's are expressly excluded.

1.2.

Consent to these Terms and Conditions is given by using the Zunfthaus Services offered. By using the services of the Zunfthaus, the customer accepts the following conditions unchanged and in full.

1.3.

The T&C's can be accessed, printed or stored locally on the website at any time under "Terms and Conditions."

2. Conclusion of the contract

The provisions of the Swiss Code of Obligation apply to the conclusion of a contract. A valid contract comes into force upon reservation of events and/or premises by the customers and their verbal or written confirmation issued by the Zunfthaus.

This contract can only be terminated by complying with a reasonable deadline.

3. Services, prices, payment, offsetting

3.1.

The Zunfthaus is obliged to provide the services ordered by the customer and promised by the Zunfthaus.

The prices are the result of the conclusion of the contract (confirmation) or more specifically, the underlying price list and offer. All prices are quoted in Swiss francs (CHF). VAT is included in the prices quoted.

3.2.

The Zunfthaus is entitled to request an appropriate deposit at the time of conclusion of the contract or confirmation of the event.

Usually the deposit is 50% of the agreed minimum revenue guarantee.

The deposit is deducted from the total outstanding amount or any cancellation fee due.

In case of non-payment of the deposit requested by the Zunfthaus on the agreed date, the Zunfthaus can withdraw from the contract without any consequence of compensation.

3.3.

Disturbances such as noise and/or operational restrictions do not entitle you to any compensation or refund.

3.4.

Unless agreed otherwise, the final accounting/total bill is payable within 10 days after the event, by bank transfer or by successful credit card payment on-site.

In the event of late payment, the Zunfthaus is entitled to charge the applicable statutory default interest amounting to 5% of the invoice amount. The Zunfthaus reserves the right to provide evidence of any damages that are higher than 5%. The Zunfthaus reserves the right to charge any reminder and handling fees.

4. Cancellations

4.1.

If a deadline has been agreed in writing between the Zunfthaus and the customer for the free cancellation of the contract, the customer can cancel the contract until then without triggering

payment or compensation claims from the Zunfthaus. If there is no individual agreement, the following provisions apply.

4.2.

In case of cancellation of the contract by the customer, the Zunfthaus reserves the right to charge a compensation fee which includes reimbursement of rent, anticipated catering services, as well as the administrative services provided. (The basis is the minimum food & drink expenditure specified in the confirmation). The following terms apply here:

January - October

90 – 60 days before the event	25 %
59 – 30 days before the event	50 %
29 – 15 days before the event	75 %
14 – 0 days before the event	100 %

November / December:

180 – 120 days before the event	25 %
119 – 90 days before the event	50 %
89 – 31 days before the event	75 %
30 – 0 days before the event	100 %

The cancellation costs are covered by cancellation cost insurance in cases of hardship, provided that the customer has taken out cancellation insurance.

Obtaining cancellation insurance is recommended.

The date used for the above calculation is the date the Zunfthaus receives the written cancellation.

Restaurant ZUNFTHAUS ZUR MEISEN Münsterhof 20, CH-8001 Zurich, info@zunfthaus-zur-meisen.ch

Phone: +41 (0)44 211 21 44

4.3.

Changes to the number of participants booked must be communicated in writing no later than three working days before the event. The reported number of people is binding on the invoice, and so-called no shows are not deducted from the final invoice amount.

5. Liability and disclaimer

5.1.

The customer is liable to the Zunfthaus for damage to the facility or inventory and for losses caused by the customer, his support staff, participants or guests, unless he can prove that they occurred through no fault of their own (or their support staff, participants or guests). Damage must be reported immediately to the Zunfthaus.

5.2 The Zunfthaus shall only be liable to Customer in the event of deliberate or grossly negligent contractual or non-contractual damage. In particular, the Zunfthaus shall not be liable for damage resulting from operational disruptions and interruptions caused by force majeure (e.g. strike, lockout, acts of God or war, terrorism, fire, floods, pandemics, epidemics, state or official restrictions). The Zunfthaus rejects any and all responsibility for theft and damage to objects, clothes and materials brought by the customers. Liability for items brought by the customers shall be excluded to the extent permitted by law.

5.3.

Claims must be made immediately, no later than 7 days after the occasion, in writing at the Zunfthaus, otherwise, the claims are deemed to have been forfeited.

All claims against the Zunfthaus expire within 6 months of the end of the contract, provided that the mandatory legal provisions do not provide for longer deadlines.

The proof of debt is incumbent on the customer. Any further liability will be excluded.

6. Changes and additions to these Terms and Conditions

The Zunfthaus expressly reserves the right to adjust the terms and conditions at any time, for example in order to implement legal requirements or to take functional changes into account. The adjustments will be made available on the website under the heading "Terms and Conditions" and will come into force immediately upon their activation.

7. Legal effect of the Terms and Conditions

Should any provision or individual wording of these Terms and Conditions be or become invalid or null and void, this shall not affect the validity of the remaining provisions. In the event of invalidity or nullity of a provision, it shall be replaced by an effective provision which is as close as possible to the economic purpose of the invalid provision. The same applies in the event that these Terms and Conditions contain a regulatory loophole.

8. Applicable law/place of jurisdiction

8.1.

Only Swiss law applies to these terms and conditions and any disputes arising out of or in connection with the relationship between the Zunfthaus and the customer. The provisions of private international law and UN Sales Law (CISG) are explicitly excluded.

8.2.

The ordinary courts of Zurich are solely responsible for all disputes arising out of or in connection with these Terms and Conditions, and their associated legal relationships. However, the Zunfthaus has the power to assert its rights even at the customer's domicile or before any other competent authority in the absence of a jurisdiction agreement.

9. Effectiveness

These Terms & Conditions shall come into force and effect from 15 June 2020 and replace all previous ones.

(BL, 11.06.2020)