

BUSINESS TERMS OF CONDITION

1. Reservation and confirmation

With your reservation, you offer to the Stoller Zürich AG the conclusion of a catering contract using these terms and conditions. The contract becomes legally binding upon signing and returning the order confirmation to the Stoller Zürich AG.

2. Payment

The invoice must be paid in cash at departure with Cash or a credit card accepted by the Hotel and Restaurant Stoller. It must be agreed in advance, if another method of payment is desired and a deposit of CHF 100.00 per registered Guest has to be paid.

In cases where prepayment is agreed, the full accommodation price, or the full meeting room rental must be paid ~~14 days~~ before arrival in cash, by credit card or by transfer to the Hotel and the Stoller Zürich AG account. A delay in payment entitles the Stoller Zürich AG to withdraw from the contract and to calculate the withdrawal costs in the amount of the paid deposit.

In accordance with the final balance, remittances must be paid within 10 days. Other forms of payment have to be agreed in writing.

2. 1. Payment through Six Saferpay

Should the customer prepay the reservation / order through Six Saferpay and would like to refund, cancel or modify the payment / reservation during the cancellation period, than the customers will have to pay CHF 40.00 for the handling fee. The CHF 40.00 will be automatically deducted from the reimbursement.

3. Terms of payment / Client

The registered guest declares his / her willingness to settle the invoice in the open amount in person, if the person, company or association, etc., does not settle the payment within 10 days. The signature on the invoice confirms the invoice amount is correct. In the case the client doesn't pay the invoice or a residual amount, the Stoller Zürich AG is obliged to charge an interest for delay of 7% and a fine of CHF 50.00 for the outstanding amount. Should the Stoller Zürich AG be obliged to hand over the matter to a collection office or a lawyer in spite of a reminder, the signing party is aware that the resulting extra costs for further damage according to the Swiss Obligations. The Stoller Zürich AG is entitled at all times to demand advance payments, cash payments or guarantees in cash or by credit cards without reasons.

4. Performance deviations, price changes

The Stoller Zürich AG is obligated to notify the customer immediately of any changes in performance in the Stoller Zürich AG. Deviations from the agreed contract are permitted if, from an operational point of view necessary, do not lead to a defect and are not caused by the Stoller Zürich AG. For unforeseen events, f.e. Changes in rates, increases in value, etc., the Stoller Zürich AG has the right to make any necessary price increases at all times.

5. Rescission of the client, rebooking

At any time prior to arrival, the client can withdraw from the contract by means of a written declaration. For this the Stoller Zürich AG can demand the following flat rate compensation:

- Cancellation 21-0 days before arrival 100%

If the rooms can be rented (with full occupancy), the compensation reduces itself by the corresponding amount. Absent account payments authorize the immediate cancellation by the Stoller Zürich AG after a single written reminder and deadline.

6. Final number of registered guests

For all reservations the final participant must be present at the latest 5 calendar days before arrival.

7. Cancellation or termination by the Stoller Gastronomy Company

The Stoller Zürich AG can cancel the contract before arrival, if certain cases (f.e. breach of contract, more than 60 Days delay of Payment, exceptional breach of contract, not by the Stoller Zürich AG). The Stoller Zürich AG is entitled to the payment of the services rendered up to the termination of the contract as well as the costs associated with the termination of the contract.

8. Warranty and liability

The Stoller Zürich AG undertakes to render the services in such a way that you have the assured contents and are not afflicted with errors which will cancel or reduce the value or suitability of the entire stay and / or catering. The Stoller Zürich AG is not liable for the damage, destruction or loss of objects of the guest, as long as they have not been given to the Stoller Zürich AG in special custody (closed rooms, with valuables in the safe, closed parking garage etc.). Any damage or loss must be reported immediately to the Stoller Zürich AG, otherwise no liability is waived.

9. Obligation to cooperate, exclusion of claims

The contractor is obliged to do everything that is reasonably feasible to him in the event of any performance problems that may occur, in order to contribute to the elimination of the fault and to keep possible damages as low as possible. In particular, the customer shall be obliged to notify his complaints in writing without delay to the Stoller Zürich AG. If the customer does not fulfil these obligations culpably, he is not entitled to any claims. Such claims for non-contractual performance must be claimed by the client within 8 calendar days after the intended stay in writing at the Hotel and Restaurant Stoller.

10. Other

We reserve the right to make corrections in the case of printing errors or calculation errors. The invalidity of individual provisions does not result in the invalidity of the entire contract binding; much more, ineffective individual provisions are to be supplemented by contractual and legal interpretation. Deviations and changes have to be recorded in writing.

11. Jurisdiction

Jurisdiction and place of performance in relation to contract partners is exclusively at the seat of the Stoller Zürich AG, Badenerstrasse 357, 8003 Zurich, Switzerland. Applicable is exclusively Swiss substantive law.