

# EMA HOUSE

HOTEL SUITES AND  
SERVICED APARTMENTS

## General Terms and Conditions EMA House Hotel Suites & Serviced Apartments

### 1. General

EMA House Hotel Suites and Serviced Apartments offering serviced and furnished accommodation is a product brand operated and managed by EMA House AG, Nordstrasse 1, 8006 Zurich.

#### 1.1 Scope

The General Terms and Conditions of Business (hereinafter referred to as “GTC”) govern the provision of rooms and/or meeting facilities, as well as all further associated goods provided by the EMA House AG (hereinafter referred to as “EMA House”) to customers and organisers. All offers made by EMA House are based upon these GTC. They constitute an integral part of each individual legal agreement concluded between the customers or organiser (hereinafter referred to as “the Customer”, “the Contracting Party” or “the Organiser”). In order to be valid, deviations from these GTC must be set out in an explicit agreement between the Customer or the Organiser and EMA House. Should the GTC contradict any general terms and conditions of the business of the Customer or Organiser, these GTC shall have precedence.

#### 1.2 Contractual Conclusion

Once the Contracting Party has made a reservation, the Contracting Party shall receive a written confirmation of reservation from EMA House. The agreement between the parties shall come into force when the written confirmation. The contract is also concluded – in the case of an online reservation – with the setting of the booking confirmation and / or the expected advance payment.

Until receipt of the written reservation confirmation, the EMA House reserves the right to assign provisionally reserved rooms and/or facilities to other guests.

#### 1.3 Services, Prices and Payment

Accommodation costs are assessed and based on a nightly rate. Depending on the length of stay and season, different rates exist. The applicable rate is determined by the length of stay, and by the prepayment terms, issued by EMA House. For details on the available rate plans, please consult the EMA House homepage. Different rates exist for single and for double occupancy. The EMA House Service Desk is to be notified of any additional guests, who will then be charged separately. Extra beds are provided on request. Rates are based on a “serviced and furnished” basis and include housekeeping services, as described in the reservation confirmation, final cleaning, use of the guest laundry, electricity, water, heating, regular household-waste disposal, cable/-television/-radio licence fees, telephone connection fees, internet access fees and usage charges, taxes, and VAT if applicable. Rates **do not include** telephone calls (Swisscom tariff information apply), garage parking, extra persons and/or extra beds, special waste disposal, storage and any other extras or special services requested or arranged by/for or on behalf of the Customer. During an existing accommodation agreement, rate adjustments – due to market conditions – are possible with a notification time of 90 calendar days. Accommodation periods can start and end on any given date within the regulations set out in this document.

EMA House undertakes to render the services requested by the Contracting Party and guaranteed in writing by EMA House. All prices are shown in Swiss francs (CHF) and include the statutory value added tax (VAT) at the current applicable rate.

EMA House is entitled to demand a reasonable down payment at any time. The amount of the down payment and the payment deadlines shall be stipulated in writing in the agreement. As a principle the accommodation costs are due in advance and are payable latest at time of check-in. Exceptions can only be made by EMA House. Unless a down -payment is requested by EMA House, the entire invoice sum shall be payable by the Customer at the latest at the time of departure by credit card (MasterCard, VISA, American Express, Diners, JCB, UnionPay, Discover), debit card (EC/Maestro, V-Pay) or in cash. If payment by invoice is agreed, then the entire invoice sum shall be due for payment within 30 days of the invoice date.

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## 1.4 Liability

The Customer agrees to take care of the suite/apartment, its inventory, appliances and other estate infrastructures. Any damages, which are not due to normal wear and tear, and missing items, are to be compensated for by the Customer. If the suite/apartment cannot be used due to repair of such damages, the Customer is also liable for the compensation of loss in earnings. It is therefore advisable that a third-party liability and/or household insurance is taken out by the Customer. EMA House is not liable for any loss of or damage to valuables kept in a suite/apartment. The Customer may deposit valuables in the safe at the EMA House Service Desk, which is located on Nordstrasse 1, 8006 Zurich. EMA House AG cannot be held liable for damages to and/or loss of Customer articles and/or vehicles stored or parked in their premises.

## 1.5 Right of Use

The suite/apartment may only be used by the maximum number of persons allowed and approved by EMA House and used for living purposes only. The Customer accommodation agreement is valid for the designated person/s only. The use of the suite/apartment by third parties or the handing/writing over of the Customer accommodation agreement to third parties is explicitly prohibited.

## 2. Reservations

### 2.1 Check-in / Check-out

#### 2.1.1 Hotel Stay

Check-in is possible from 15:00 until 21:00. Late arrivals are possible until 00:30. The Customer should contact EMA House to avoid unnecessary waiting times.

Check-out is possible until 11:00.

Early arrivals and late departures are possible on, however will incur additional costs for the Customer.

#### 2.1.2 Extended Stay

Check-in is possible from 15:00 to 21:00. For late arrivals after 21:00 a fee of CHF 30.00 will be charged.

Check-out is possible until 11:00.

Early arrivals and late departures are possible on request, however will incur additional costs for the Customer.

### 2.2 Cancellation and/or No Show

In order to avoid unnecessary costs in case of cancellation or early departure, we recommend the conclusion of travel insurance.

#### 2.2.1 Hotel Stay

Free of charge until 18:00 on the day of arrival. After 18:00 or in the event of a no-show, on night accommodation costs will be charged.

#### 2.2.2 Extended Stay Residential Suites

<u>Cancellation date</u>	<u>Charge</u>
3+ days prior to arrival	free of charge
2-0 days prior to arrival	1 night (price for stays of 5-29 days) of the reserved suite type

#### 2.2.3 Extended Stay Serviced Apartments

<u>Cancellation date</u>	<u>Charge</u>
5+ days prior to arrival	free of charge
4 days prior to arrival	1 night (price for stays of 5-29 days) of the reserved apartment type
3 days prior to arrival	2 nights (price for stays of 5-29 days) of the reserved apartment type
2-0 days prior to arrival	3 nights (price for stays of 5-29 days) of the reserved apartment type

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## 2.3 Delayed Arrival

In the case of a delayed arrival, accommodation costs are due from the originally confirmed arrival date as per reservation confirmation. Alternatively, the Customer has the option to cancel the reservation – whereby the above cancellation terms apply – and request a new reservation to reflect the Customer's changed schedule. Such a transaction will be treated as a completely new reservation request and will be subject to a new confirmation.

## 2.4 Early Departure – Notice Time

### 2.4.1 Hotel Stay

Shortening of the stay must be announced by 11:00 on the new departure date. If early departures are announced after 11:00, the remaining costs are due.

### 2.4.2 Extended Stay

Changes to the departure date – i.e. an earlier departure than the contracted departure date – must be announced at least three days prior to the new desired departure date. If the early departure is announced with less than three days' notice, the accommodation costs are due for three nights from the notification date, but no longer than the originally contracted departure date. If – due to the shortening of the stay – a different rate bracket applies, the daily rate will be adjusted accordingly and retroactively for the entire stay.

## 2.5 Extension of Stay

Extensions of stays are subject to the availability of space and/or the required suite/apartment type. If the total length of the stay qualifies for a lower rate bracket, the rate of the lower bracket will be applicable from the extension date only. In the case of price adjustments while an existing accommodation agreement is in force, the new adjusted rates will only become applicable from the effective extension date. However, no later than 90 calendar days from the date, from when the rate adjustments became effective.

## 2.6 Smoking Ban

EMA House is a non-smoking establishment. The ban pertains to all rooms and common facilities. EMA House reserves the right to charge an additional CHF 200.00 cleaning fee, where ban has been disregarded.

## 2.7 Pets

Pets are only allowed upon previous approval by EMA House and are subject to an extra charge.

## 2.8 Inventory

The Customer is responsible for checking the inventory at the beginning of the tenancy. Missing or damaged items have to be reported to EMA House within four hours of check-in.

## 2.9 Right of Access

The Customer acknowledges, that designated representatives of EMA House – adhering to strict guest privacy protocols – have the right to access the suite/apartment at all times. The Customer may not alter the arrangement, construction, furnishings or appliances in the suite/apartment. Any necessary repairs are to be reported to EMA House immediately.

## 3. Long Term Parking

The conditions are governed by a separate rental agreement between the Contracting Parties.

## 4. Meetings and Seminars

### 4.1 Use of Facilities/Permits

EMA House reserves the right to make changes to the meeting rooms, insofar as the rooms correspond to the requirements and interests of the Organiser and are acceptable for the Organiser. Sub-letting and re-letting rooms or areas by the Organiser shall be subject to prior written approval from EMA House. Unless the agreement stipulates otherwise, the Organiser must obtain all the necessary permits and cover all associated expenses. Copyright royalties for musical performances etc. must be correctly registered and paid for by the Organiser.

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## 4.2 Number of Participants

The Organiser must report the definitive number of participants (guaranteed number) to EMA House at least seven days prior to the event. If the effective number of participants is subsequently lower, the specified guaranteed number shall be considered the basis for invoicing. If the effective number of participants is higher, the effective incurred costs shall be invoiced. If the effective number of participants is higher however, EMA House may be unable to guarantee the accommodation of all the participants.

## 4.3 Fire Protection Rules/Other Safety Regulations/Affixing of Decorative Material

The Organiser undertakes to adhere to the fire protection rules of EMA House; in particular keeping emergency exits unobstructed, and adhering to the smoking ban etc. Furthermore, decorative materials provided by the Organiser must comply with fire protection regulations. The Organiser must ensure that the number of people in attendance does not exceed the room's official capacity as stipulated by EMA House. In the event of contraventions, EMA House is unable to accept any liability. The affixing of decorative materials and other items to walls, doors or ceilings etc. shall be subject to the prior consent from EMA House. The Organiser shall be liable for any damage caused.

## 4.4 Printed Material/Media Notices

The use of EMA House logos/picture by the Organiser in any form shall be subject to the prior written approval. If EMA House logos/pictures are published without prior consent, EMA House shall be entitled to withdraw from the agreement. The Organiser shall be liable vis-à-vis EMA House for any resulting damages.

## 4.5 Catering

Unless otherwise agreed in writing, the Organiser shall be obliged to obtain all food and drinks from EMA House. A corkage fee, agreed in advance, shall be invoiced for any brought along food and beverages, alcoholic and non-alcoholic.

## 4.6 Cancellations

The Organiser must notify EMA House of a reservation cancellation in good time and in writing. Cancellations are free of charge up to 10 days prior to the meeting/seminar date. Late cancellations shall result in 100 percent of the room rent being charged.

## 5. Applicable Law/Place of Jurisdiction/Special Domicile

All contractual relationships between the contracting party and EMA House, as well as these GTC are governed by Swiss law, subject to the exclusion of the provisions of the Swiss Federal International Private Law Act. All disputes between the Contracting Parties in conjunction with the application, interpretation or enforcement of the agreement concluded, as well as these GTC shall be settled by the courts of Canton Zurich. The exclusive place of jurisdiction is Zurich. In the case of a Contracting Party, whose place of residence or business domicile is located abroad, Zurich shall be deemed to be the special domicile within the meaning of Article 50 Paragraph 2 of the Swiss Federal Debt Enforcement and Bankruptcy Act.

## 6. Data Protection

I hereby agree to the storage of my data for EMA Houses' own marketing purposes. I can revoke my consent at any time.

Zurich, May 2020

For further information, please contact:

Jonathan Anthamatten, General Manager, EMA House AG