

## General Terms and Conditions of the Restaurant Rhywyera

### 1. Primary Agreements

Terms and conditions regulates the privity of contract between the guest / customers / host subsequently referred to as GUEST, and the n.e.w. Basel Limited Liability Company, the operator of the Restaurant Rhywyera, subsequently referred to as the RESTAURANT. The basic agreement applies to all compartments (rooms), glass cabinets, walls and all other areas and commodities provided by the restaurant. For the sake of convenience – whatever service is to be provided – they will always refer to this agreement. These conditions apply exclusively to the conclusion of contract of the T&C of the restaurant. Should any of the individual terms be invalid or will be void by law in the future, the virtue of the remaining terms of this agreement thereby should not be affected. For the rest, statutory laws apply.

### 2. Jurisdiction / Applicable law

For any other dispute the court of jurisdiction of the City of Basel is in charge, provided no other legitimate place of jurisdiction exist. In all events provided in the contract, reservations and all possible arrangements in general, explicitly the Swiss law applies. The place of executions and payments is the domicile of the restaurant.

### 3. Definitions

Groups: By definition of this T&C, groups are comprised at least 8 persons with reservations. Reservations for more than 8 persons must require written confirmation and that is binding.

Written Confirmations: Fax and E-Mail count as written confirmation as well.

The signatories are the guest and the restaurant.

### 4. Object of this agreement / Area of application

The agreement to hire a table, a seminar room or other areas, supplies and services, comes to effect through the written confirmation of the restaurant, and respectively with the booking confirmation of the guest. Any reservations to take place for the day of any event, by the acceptance of the restaurants is instantly binding. But indeed the restaurant reserves the right to withdraw from the offer if no written confirmation received from the guest. Amendment of the contract is only with a written confirmation is binding. Unilateral changes and amendments from the side of the guest are invalid.

### 5. Scope of services

The scope of services in this contract are determined and shall be conducted according to the individual reservations of the guest. The guest has – without other contractual reservation – no right to claim for any particular table or room.

### 6. Option date

The option date are for both parties binding. In case of unutilized course of events, after the deadline, the restaurant has the rooms and tables in its disposal.

### 7. Costs / Duty of payment

The prices publicized by the restaurants are payable in Swiss francs, and includes sales tax (VAT).

The guest is to oblige to pay for the services taken for the agreed and accepted price of the restaurant. This condition applies for the guests and his or her companions and/or visitors initiated services and expenses on third parties as well.

All increases in legal fees after the conclusion of contract goes at the expense of the guest. Indication of price in foreign currency are values for the orientation and will be according to the particular daily exchange-rate invoiced. All publicized prices could be adjusted anytime, without further notice to the customer. Valid prices are respectively the ones confirmed by the restaurant.

Depending on the agreement, the restaurant is entitled to ask for 50% of the booking fee as down payment in advance. The down payment is recognized as a deposit and as such, it is part of the full payment. Instead of a down payment, the restaurant can also ask for a secured payment by credit card. An advanced payment is due within 10 days after receiving the confirmation receipt of the reservation. If the reservation occurred on short notice, a full payment of the booking fee is required.

When no payments received till the due date, and credit card pre-authorization was also not possible, the restaurant is entitled to instantly and without any warning cancel the contract, respectively to withdraw his service proposal and demand cancellation fee according to paragraph 9.

The restaurant is entitled to ask for a payoff or to do interim billing for services any given time. The closing invoice include the agreed price, with the possible surcharges and incurred expenses for the special services provided by the restaurant for the guest and/or his/her companions. Payments can be made in Swiss francs in cash or by credit card.

### 8. Events

An event could incorporate services for the function room, for catering, for technical equipment and for other services as well.

Number of participants:

The guest is to commit oneself to inform the restaurant about the accurate number of participants not later than two working days before the event takes place. If the number of participants alters from the number originally provided, the final count is valid.

If the number of participants

- are maximum 5% less, billing is according to the actual numbers
- By more than 5% less, billing allowance is not more than 5%
- In case of having more participants than expected – under restriction of feasibility – billing is according to the actual number of participants.

### Cancellation by the restaurant

The restaurant is entitled to unilaterally cancel the contract in writing with explanation without incurring any costs, but not later than 60 days before the event took place. Furthermore the restaurant is entitled exceptionally for justifiable factual reason as well to unilaterally cancel the contract in writing with explanation

Justifiable factual reasons are for example:

- Any reason - includes Acts of God - causing extraordinary circumstances throughout the restaurant is unable to comply with the obligation of the contract.
- Events booked under deceptive or false declarations or fundamentally false facts regarding persons, practice, or the purpose of stay.
- The restaurant has justifiable reason that the anticipated liabilities of the arranged services could have a negative effect on trouble-free business operation, the safety of other guests or the reputation of the restaurant.
- The purpose, and/or the cause of stay is against the law.

In case of justifiable withdrawal from the contract on behalf of the restaurant, the guest cannot claim for compensation for damages, and the reimbursement is to remain basically his/her liability.

### Regulations of annulation

Withdrawal from the contract on behalf of the guest requires written acknowledgment from the part of the restaurant. Without this, the price agreed upon in the contract is due, even if the guest never utilized any of the services

By the calculation of charges of the payable annulation fee - it is pivotal - if a written cancellation from the guest was confirmed by the restaurant. That applies to Mail/Post, but also for Faxes and E-Mails.

If the guest withdraws from the contract or certain services will be partially or totally cancelled, the restaurant has the right to charge annulation fees as follows:

### **Annulation fees of Events**

If an event cannot be realized for reasons what cannot be attributed to restaurant and for what it carries no responsibilities, still can hold demand for part or full payment for services agreed upon in the contract and relevant to the confirmation of order in due consideration a written cancellation from the guest, confirmed by the restaurant as follows:

**Cancellation of the event 19 – 10 days prior option date:** 25% subject to the confirmation of order.

**Cancellation of the event 9 – day's prior option date:** 50% subject to the confirmation of order.

**Cancellation of the event on the very day of the event:** 100% subject to the confirmation of order.

In case of execution of an event by a third party with scope of services in equal value within the negotiated period of time, a compensation on turnover will arise in about 5 – 10 % in charges (depending on the deadline of annulation).

In absence of an à la carte group, comprising from 8 people without a notice of cancellation in due time, the restaurant will charge a sum between 30 to 50 francs.

### **9. Food and Beverage**

All food and beverage is to be obtained exclusively from the restaurant.

However, in exceptional cases (Specialties, etc.), it is possible to negotiate an alternative written agreement. In such cases the restaurant is entitled to demand a service charge or corkage fee (under separate invoice).

### **10. Extensions**

Shall the booked duration of the event exceed the statutory closing hour (police- or late license), the guest obliged to turn to the restaurant not later than 30 days before the beginning of the event, in order to obtain the necessary permissions and licenses. The guest will be charged for the emerging license fees. The restaurant will not take any guarantee for granting any license by the authorities.

The restaurant has the right - after the expiration of the extensions period of the license - to reassign the participants of the event.

### **11. Stay / Smoking**

By closing the contract the guest acquires the right for the ordinary usage of the rented rooms and facilities of the restaurants, which under usual service and without conditions are accessible for guests. The guest is entitled to exercise his/her rights but must observe the guidelines for the guests of the restaurant and/or the rules of the house. Smoking in the premises of the restaurant is only allowed on the terrace.

### **12. Insurance**

For insuring the brought in materials the responsibility in all cases lies with the guest. The restaurant might ask for a proof of insurance.

### **13. Liability and contract law**

#### **a) Restaurant:**

The restaurant is not liable for minor and medium negligence within the scope of legitimate eventualities but liable for the damages caused deliberately or by gross negligence.

The restaurant is liable - according to statutory regulation - for items brought by the guests. For minor and medium negligence the restaurant is not liable.

The restaurant denies any responsibility for theft and for damages caused by items brought in by a third party.

The restaurant is not liable for any property rights for services solely arranged by the guest. (s.u. paragraph 18).

#### **b) Guest**

The guest is liable to the restaurant for all damages and losses may be caused by himself/herself, his/her companion, auxiliary person or participants of the event. The restaurant is without the burden of mandatory proof of the actual fault caused by the guest. If the booking was made for the guest by a third party, he or she will be liable to the restaurant as co debtor for all obligations arising from the contract.

The guest is liable for the arranged services and delivery by restaurant towards the third party.

### **14. Illness of the guest**

When a guest gets ill during his/her stay in the restaurant, the restaurant will notify a physician on the request of the guest. When the guest him-/herself is not capable of handling his/her matters and the restaurant has knowledge of his/her illness, a physician will be notified without the request of the guest. If medical treatment is needed, costs in every case will be charged to the patient directly.

### **15. Dealing with pets**

Pets are permitted to the premises only with prior consent of the restaurant.

The guest who brings a pet with in the restaurant, is obligated during his/her stay to keep the pet properly and under control.

### **16. Lost and found**

In case of unambiguous ownership the lost property will be forwarded to the private- or business address of the guest, if they are known. The guest takes responsibility for the costs and risks of those items forwarded to him/her. Lost property will be stored in the restaurant only for 2 months.

### **17. Further regulations**

When the guest wish to have services, which will not be provided by the restaurant itself, the restaurant acts merely as mediator.

Advertising in Media (like Newspapers, Radio, TV, Internet) with reference to an event in the restaurant, with or without the usage of the unaltered company logo, requires previous written consent of the restaurant.