

# General Terms and Conditions (GTC)

of

**The Living Circle Group Corp. ("TLC Group")**  
Bleicherweg 18  
8002 Zürich  
SWITZERLAND

and its Hotels as defined below

Last modified on: October 3, 2025

## 1. SCOPE

- 1.1. These General Terms and Conditions (hereinafter "GTC") apply to the temporary provision of hotel rooms for accommodation as well as to other additional services provided in connection with such accommodation at one of the Hotels of the TLC Group, based on individual guest bookings and reservations for a maximum of 5 rooms per Booking (hereinafter "Booking/s").
- 1.2. In the event of Bookings processed under a company ID or for group Bookings of more than 5 rooms for the same arrival and departure date, these GTCs also are applicable and shall apply in addition to any separate agreement normally concluded between the Hotel and the Client in such cases. In case of contradictions between the provisions of these GTCs and other terms in such separate agreement, the provisions and conditions concluded in the separate agreement shall take precedence.
- 1.3. The GTCs are binding for all Bookings with one of the following Hotels or Agritourisms of the TLC Group (together "Hotels" and each of the Hotels referenced as "Hotel":
  - Alex Lake Zürich (Hotel Alex Management AG), Seestrasse 182, 8800 Thalwil (City & Lake Resort Zürich)
  - Storchen Zürich (Hotel Storchen AG), Weinplatz 2, 8001 Zurich (City & Lake Resort Zürich)
  - Widder Hotel (Widder Hotel AG), Rennweg 7, 8001 Zurich (City & Lake Resort Zürich)
- 1.4. Château de Raymontpierre (Dozière SA, Agritourism), Château de Raymontpierre 3, 2829 Vermes, Castello del Sole (Terreni alla Maggia SA), Terreni alla Maggia (Terreni alla Maggia SA), Via Muraccio 105, 6612 Ascona. In these GTCs, Client shall cover both the guest as end customer and the contractor who makes the Booking.

## 2. CONCLUSION OF CONTRACT

- 2.1. After a Client has made a Booking, orally, in written form (e.g via email) or via a booking platform available on the Hotels' websites, he will receive an electronic or written confirmation from the Hotel with the details of the Booking (including room type or category, dates, price and payment terms, number of guests and other additional services booked). With receipt of the written confirmation by the Client the contract for a Booking is concluded and these GTC will apply.
- 2.2. Changes or cancellations of a Booking after the conclusion of the contract may only be made within the scope of these GTCs and cancellation fees may apply.
- 2.3. Client must be at least 18 years of age and must have the legal authority to enter into contracts. All information supplied by the Client must be true, accurate, current and complete. If a Client books or buys a voucher on behalf of others, they must obtain their authorization prior to acting on their behalf. The Client will inform others about the terms that apply to the Booking and vouchers to ensure that they agree to, and will comply with such terms. The Client will still be responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the Booking.

## 3. ACCOMMODATION AND OTHER SERVICES, USE OF HOTEL ROOMS AND CLIENT BELONGINGS

- 3.1. After a booking contract is concluded the Hotel will provide the services described in the confirmation.
- 3.2. The Hotel may modify its services at any time with no prior notice and no price adjustment to a Booking unless the modification of the services are substantial.
- 3.3. Unless otherwise agreed in the confirmation or via Email the Client does not have the right to be accommodated in a specific room of the category booked at the Hotel. Pictures of different room categories or types are only examples and can vary on allotment in the Hotel and in layout of the individual room.
- 3.4. The use of additional services not included in the confirmation of the Booking can be arranged with the Hotel and can be subject of additional fees.
- 3.5. The hotel room and the items, appliances and facilities provided may be used by the Client exclusively for their intended purpose. The Hotel refuses liability for damage and any injury caused by the misuse of the items, appliances and facilities. Furthermore it is not allowed to stay in a hotel room with more people than confirmed in writing and registered at time of check-in with the Hotel.
- 3.6. In the case of any damages of the hotel rooms, items, appliances and facilities, caused by the Client or its accompaniment detected by the Hotel, the Client will be held liable for the full repair, damage and costs. Client undertakes to inform the Hotel promptly about any damages caused by him or its accompaniment.
- 3.7. Unless otherwise agreed smoking is not permitted in the Hotel and hotel rooms. In case of violation, additional costs (increased cleaning effort, loss of income, etc.) will be charged to the Client.
- 3.8. No food or drinks may be brought into the restaurants for consumption without the authorization of the Hotel. Unless otherwise stated, for Agritourisms food and drinks can be brought to the designated areas during lunch time without special authorization.
- 3.9. The Client is responsible for his valuables and belongings brought with him and is responsible for adequate insurance. The Hotel shall only be liable for damage or theft of belongings in the event the damage or theft is caused by the Hotel or an acting employee or agent of the Hotel. If valuables, large sums of money or securities are not handed over to the Hotel for safekeeping the Hotel shall only be liable in the event of wilful intent or gross negligence on part of the Hotel. Any claim by the Client shall be forfeited if the Client does not notify the Hotel of the loss or damage immediately after it is discovered.

- 3.10. The use of a parking space at the Hotel is subject of availability and to additional fees. If the Hotel offers a service for charging electric vehicles, charging is subject of availability and additional fees, in addition to the applicable parking charges.
- 3.11. The Hotel is not responsible for theft of or damage to any vehicles or belongings in the vehicle left in the Hotel's parking unless the theft or damage is caused by an employee of the Hotel.
- 3.12. If allowed by the maximum capacity in the specific room category booked and asked in advance, additional persons can use existing bedding or the Hotel can prepare existing sofa beds or prepare a baby cot. In the Hotels belonging to City & Lake Resort Zürich and Château de Raymontpierre, children up to and including twelve years of age can stay free of charge in rooms with existing bedding including breakfast, if a room category with included breakfast is booked and confirmed by the Hotel. For overnight stays in Castello del Sole children up to and including 2 years of age are allowed to stay free of charge in the parents' room with existing bedding. At all times, in all Hotels belonging to TLC Group parents and/or the responsible guardians are responsible for the safety of their children throughout all facilities (including and not limited to any recreational areas, Hotels' public spaces, restaurants, meeting spaces, hotel corridors, spa & swimming pools, playgrounds, and beach areas). TLC Group accepts no liability.
- 3.13. For all extra beds which are not part of existing bedding when booking a room in any of the Hotels belonging to City & Lake Resort Zürich and Château de Raymontpierre an additional cost in the amount of CHF 50.- per night and bed applies. Not all room categories of the Hotels allow triple occupancy. An additional CHF 50 per person per night will be charged for extra persons over twelve years of age or an adult when consuming breakfast. For children older than 3 years of age who are accommodated in Castello del Sole, a fee of CHF 100 per night will be charged including breakfast and extra bed if required. For all additional persons above 12 years of age, the tourism tax will be charged.
- 3.14. Well-behaved dogs are welcome in the Hotels and are permitted in the lobby, the restaurants at lunchtime and in the evening unless specified otherwise in the venues regulations. We charge CHF 35 per dog and night, without food.

#### **4. PRICES, FEES, RATES AND INVOICING**

- 4.1. The Client undertakes to pay the agreed price of the Booking and other additional services purchased by the Client during the stay (like minibar or restaurant consumptions or telephone calls, etc.). If no advance payment is requested by the Hotel or done by the Client, the full amount of the booking price and for additional services are due for payment at the latest upon the Client's departure. Payments can be made either by credit card, debit card, Twint, via vouchers issued by the Hotel or in cash.
- 4.2. All prices are to be paid in Swiss francs (CHF) inclusive applicable value added tax (VAT).
- 4.3. Bookings are subject to the conditions of the booked room rate at the time of booking. These conditions are dynamic and may include different features for the same program at different times. There is no entitlement to an adjustment of a Booking due to a change of the room rate condition, such as price or included services confirmed. The Client then has the option of making a new Booking at the current conditions and cancelling the existing Booking, where cancellation fees according to section 5 below may apply.
- 4.4. If a Booking or part of the included services can not be made available or delivered by the Hotel, the Hotel will endeavour to organise accommodation in a Hotel of a similar category and comparable quality. In addition, the Hotel will cover all costs incurred in this connection, namely accommodation inclusive of the same services initially confirmed by the Hotel and transport to the Hotel of a similar category. Should such unforeseen cases occur and the Hotel has organized a comparable accommodation or service, the Client will not be entitled to other compensations.
- 4.5. The room prices do not include tourist tax (charged per person and night) or other applicable visitors taxes and such taxes apply additionally in the amount applicable at the time of the stay. Should such taxes change between the conclusion of an accommodation and fulfilment of the stay, the prices will be adjusted accordingly.
- 4.6. In order to guarantee a Booking, Clients have to pay in advance or submit a valid and funds-available credit card or valid voucher (valid payment method) at the time of the Booking. The validity and the amounts available on the valid payment method should cover in full the accommodation expenses including VAT and tourism tax. If the Booking is not paid in advance or no valid payment method is delivered at time of booking, a credit application form is required to guarantee a Booking. Such validation is subject to approval by the Hotel and needs a minimum of two weeks to be completed. Without submitting a valid payment method or a validated credit application the Hotel has the right to cancel a Booking or adjust the price for a Booking at the time of submitting a valid payment method or validation of a credit application. The Hotel reserves the right to audit all existing reserved Bookings and check whether sufficient funds are available on the provided payment method (e.g. bank or credit cards) by pre-authorizing the equivalent of minimum one nightly rate. Should the transaction fail, the Hotel has the right to cancel immediately the Booking and withdraw from the contract with no prior notice. The Hotel will inform the Client of such termination and request an alternative payment method from the Client.
- 4.7. At time of check-in the Hotel has the right to authorize on the credit card a flat rate per night in addition to the room rate as a guarantee for any additional services consumed by the Client. If the Client does not wish to provide a credit card for, the guarantee must be paid in cash. If the Client consumes more than the authorized or deposited amount, the Hotel can ask for a higher deposited guarantee. A deposit not used for additional services at the time of departure will be released or refunded in cash.

#### **5. CANCELLATION POLICY**

- 5.1. Cancellations or changes to a Booking can be made by contacting the Hotel via phone, email, letter or via the hotel internet booking engine when the Booking was performed via this channel. If other channels were used, the cancellation will need to be completed via the platform used to make the Booking. A cancellation via phone can be confirmed by the Hotel in written form to the Client.
- 5.2. The time of receipt of the cancellation shall be decisive for the timely exercise of the right to cancel the Booking.
- 5.3. Unless concluded otherwise at time of booking, for Clients who like to change or cancel a Booking, the following cancellation policy applies when booking any of the Hotels belonging to City & Lake Resort Zürich and for Château de Raymontpierre.

For Bookings of 1 to 3 rooms for the same period:

- Cancellation or change is free of charge up to 48 hours before arrival date for a stay up to 4 nights.
- Cancellation or change is free of charge up to 7 days before arrival date for a stay of more than 5 to 14 nights.

- For stays longer than 14 nights an individual agreement regarding cancellation possibilities needs to be concluded with the Hotel.
- If a cancellation or change is made later than described above, the Hotel will make every effort to resell the room so that no cancellation fee will occur. However, if the room cannot be resold, we reserve the right to charge 100% of the total amount of the Booking.

For Bookings of 4 to 5 rooms for the same period:

- Cancellation or change is free of charge up to 7 days before arrival date for a stay up to 4 nights.
- Cancellation or change is free of charge up to 14 days before arrival date for a stay of more than 5 to 14 nights. For such Bookings of more than 4 rooms a deposit of 50% of the price of the Booking must be made at the time of booking. In case of a cancellation or change in due time such deposit will be refunded via the payment method the Client used to make the original Booking.
- For stays longer than 14 nights an individual agreement regarding cancellation possibilities needs to be concluded with the Hotel.
- If a cancellation or change is made later than described above, the Hotel will make every effort to resell the room so that no cancellation fee will occur. However, if the room cannot be resold, we reserve the right to charge 100% of the total amount of the Booking.

5.4. Unless concluded otherwise at time of booking, for Clients who like to change or cancel a Booking the following cancellation policy applies when booking Castello del Sole

For Bookings of 1 to 5 rooms for the same period:

- Cancellation or change is free of charge up to 5 days before arrival date
- If a cancellation or change is made later than described above, the Hotel will make every effort to resell the room so that no cancellation fee will occur. However, if the room cannot be resold, we reserve the right to charge equivalent of the lost room revenue of up to 3 nights of the total amount of the Booking.

Exception applies for Bookings of 1 to 5 rooms for the same period reserved during July and August months as follows:

- Cancellation or change is free of charge up to 14 days before arrival date
- If a cancellation or change is made later than described above, the Hotel will make every effort to resell the room so that no cancellation fee will occur. However, if the room cannot be resold, we reserve the right to charge equivalent of the lost room revenue of up to 5 nights of the total amount of the Booking.

5.5. In all cases of no shows including delayed arrival of a Client (after the first day of a stay without preliminary information) or early departure the full price of the entire length of the stay will be charged. If you do not show for the first night of your stay, but plan to check-in for the subsequent nights, please confirm this with the Hotel before the original check-in date. If you do not confirm, then the whole Booking will be due for payment and cancelled.

## 6. HOTEL ARRIVAL AND DEPARTURE

6.1. Unless otherwise agreed the hotel rooms are available for check-in from 3.00 pm at the day of arrival and must be vacated by 12.00 pm (check-out) on the day of departure. Exception applies for Castello del Sole which requires the rooms to be vacated not later than 11.30 am (check-out).

6.2. Early check-in and late check-out requests are only possible subject to availability and with prior agreement with the Hotel.

6.3. Agreed early check-in or late check-out are available under the following conditions for all City & Lake Resort Zürich Hotels and Château de Raymontpierre:

Check-in before 12 pm	100% charge of the actual room rate for 1 night
Check-in between 12 pm and 3 pm	50% charge of the actual room rate for 1 night
Check-out between 12 pm and 2 pm	free of charge
Check-out between 2 pm and 4 pm	50% charge of the actual room rate for 1 night
Check-out after 4 pm	100 % charge of the actual room rate for 1 night

6.4. Agreed early check-in or late check-out are available under the following conditions for Castello del Sole:

Check-in before 12 pm	100% charge of the actual room rate for 1 night
Check-in between 12 pm and 3 pm	50% charge of the actual room rate for 1 night
Check-out between 12 pm and 3 pm	30% charge of the actual room rate for 1 night
Check-out between 3 pm and 6 pm	50% charge of the actual room rate for 1 night
Check-out after 6 pm	100 % charge of the actual room rate for 1 night

7. [Regulation of additional services, e.g. Spa, Pool areas or other services if needed]

## 8. VOUCHERS

8.1. Vouchers can be purchased online as gift vouchers or are issued by the Hotel as a credit note in cases of service disruption (e.g. pursuant to Section 11.4). The following conditions in this Section apply to all vouchers and credit notes for accommodations or other additional services of the Hotels in addition to these GTCs.

8.2. Vouchers can be issued in form of a product voucher which includes a defined service provided by the Hotel (accommodation vouchers, food & beverage or spa vouchers) or in the form of a value voucher in case of a credit note which can be redeemed against various services produced and served by the Hotel in the maximum amount of the voucher.

8.3. Payments for vouchers can be made by credit card, debit card, Twint or in cash. Vouchers issued by the Hotel as a credit note are issued as value voucher and reflect the amount of credit which covers the value of the previously agreed services that cannot be provided as a result of interruption / disruption of their delivery caused by unforeseen factors. Invoices from the Hotel for the purchase

of a voucher are due immediately and the Hotel is entitled to charge interest rates of 5% if the open amount is not paid within 30 days after receipt of an invoice.

- 8.4. Product vouchers are always designated for accommodation or other services delivered by Hotel as specified in the voucher and can not be redeemed for any other service without the Hotels' prior approval. The services specified in the voucher at time of sales may vary insignificantly depending on the circumstances and specific offers available at time of redemption but never represent a relevant reduction in value for the guest. If the service represented in a voucher is offered at a higher price at the time the voucher is redeemed, additional charge will apply. Should the service specified in the voucher be omitted and the service can not be delivered for any reason, the voucher will be exchanged into a value voucher with no definition of service, that can be then used for acquiring any services provided by the Hotel and available at time of redemption. In all cases, product vouchers are valid for max 12 months from the sale date and are never refundable in cash nor is there any right of cancellation.
- 8.5. All vouchers are sent online to the purchaser for print out or are printed out by the Hotel if purchased directly on site with a unique security code. Even if several print outs are possible, only the first voucher is considered as the original and can be redeemed with the corresponding security code and has to be validated by the Hotel. If further vouchers with the same code appear and want to be redeemed, there will be no entitlement to delivery of the designated accommodation or service, even if the person redeeming the first voucher was not its legitimate owner. Vouchers therefore should always be kept safe and only passed on or given as a gift to third parties with consent of the buyer. The Hotel will only check the authorization and validity of the voucher received by the person redeeming the voucher. If someone wants to redeem a voucher without authorisation or someone exhibits a voucher with intention to defraud, the person may be prosecuted for fraud or forgery.
- 8.6. Product vouchers which stipulate any type of service defined by the Hotel are generally valid for a time period of 12 months after the date of issue stated on the voucher. Value vouchers which do not include any per-se service, but represent a credit amount the owner is entitled to redeem in exchange of various services available at the Hotel at time of redemption, are valid for max 24 months from the sale date. After these periods the vouchers expire and the Hotel is no longer bound to accept such voucher (or credit note) which can not be redeemed anymore. Expired or lost vouchers will neither be replaced nor will cash refunds be made. The Hotel is also not obliged to accept vouchers which are unpaid or not yet paid at the time of redemption.
- 8.7. Payments by vouchers for either due deposits or payments on spot, are not possible. For any transaction for which a valid product or value voucher is to be used as method of payment, requires an advance reservation and written confirmation of acceptance by the Hotel.

## **9. TERMINATION / WITHDRAWAL FROM CONTRACT**

- 9.1. If an advance payment or other payment guarantee agreed or requested in accordance with section 4 is not delivered or paid, even after the lapsing of an appropriate short grace period granted by the Hotel, the Hotel will be entitled to immediately terminate and withdraw from the contract.
- 9.2. Furthermore, the Hotel shall be entitled to terminate and withdraw from the contract with immediate effect if it is not or no longer reasonable for the Hotel to start, continue or fully execute the contractual relationship, including but not limited to, if:
  - force majeure or other circumstances beyond the Hotel's control make executing the contract seem unreasonable;
  - Bookings are made by using misleading or misrepresented material facts (e.g. misuse of credit card, wrong identity of the Client or the purpose of their Booking);
  - the Client has not paid outstanding and due amounts or claims of the Hotels (e.g. from previous Bookings and stays)
  - the Client has seriously violated the house rules of a Hotel;
  - the Hotel has reasonable grounds to believe that the use of the Hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the Hotel, without this being attributable to the Hotel's domain or organisational area.
- 9.3. In the aforementioned cases, the Hotel is entitled to immediately terminate and withdraw from the contract and the Client will have no claim to damages. Any advance payments or guarantees paid by the Client are due and payable to the Hotel in accordance with the provisions laid down in Section 4.

## **10. LIABILITY OF THE HOTEL**

- 10.1. In principle, the Hotel is only liable to the Client for wilful or grossly negligent damage inflicted on the latter, which has occurred as a direct consequence of the Hotel's failure to fulfil its contractual obligations or of materially inadequate performance. In any case, the sum of the damages is limited to a maximum of the cost of the stay booked by the Client or actually paid upon their departure (excl. VAT and cash payments).
- 10.2. In the event of disruption to or a lack of Hotel services, the Hotel will make every effort to remedy the situation upon knowledge thereof or upon receiving a timely complaint from the Client. The Client shall make every reasonable effort to remedy the disruption and to minimise possible damage, and shall inform the Hotel immediately of all disruption or damage.
- 10.3. In the event of the loss or damage of items brought onto the premises, the Hotel is likewise only liable for wilful intent and gross negligence. If the Hotel is liable for third parties, it is likewise only liable in the event of gross negligence on the part of the third party; the Hotel's liability is excluded if the third party intentionally causes loss or damage.
- 10.4. Messages, mail and goods shipments for the Client will always be handled with care. The Hotel shall undertake the delivery, safe-keeping and – if requested and for a fee – forwarding of such items. Claims for damages not involving wilful intent or gross negligence, as well as third party and consequential losses, are excluded.
- 10.5. If the guest is provided with a parking space in the hotel garage or on the hotel parking lot, even if a fee is charged for this, or if the Hotel provides the guest with another option for storing personal items, including but not limited to personal items and luggages etc., this does not constitute a storage contract. The Hotel has no obligation to monitor these items. The Hotel is not liable for the loss of or damage to vehicles or their contents, or to items stored on the hotel premises, unless the Hotel, its legal representatives, or vicarious agents have acted with intent or gross negligence. In such cases, the damage must be reported to the hotel at the latest upon leaving the hotel premises.

- 10.6. The liability of the Hotel is expressly limited to the sum of the Hotel's liability insurance coverage, particularly also in the case of third party and consequential losses. Any further liability is expressly waived. The Hotel is not liable for loss or damage that arises as a result of force majeure.
- 10.7. All liability claims will be forfeited without compensation if the Client fails to immediately inform the Hotel in writing upon obtaining knowledge of loss, destruction or damage.

## **11. FORCE MAJEURE**

- 11.1. Neither party shall be deemed to be in breach of the contract to the extent that the fulfilment of their respective contractual obligations is prevented or significantly impeded by a force majeure event. A force majeure event shall include any cause and/or event not caused by or under control of the Hotel or the Client, including but not limited to fire, war, terrorism, snow slide, pandemic/epidemic or any health situation as well as any decision by the Swiss authorities.
- 11.2. In the event of a force majeure event, the Client cannot claim compensation, damages or loss of profit. In this case, the parties agree to postpone the Booking to a new possible date subject to the Hotels availability within 12 months of the postponed Booking.
- 11.3. If the Booking is not made up by the Client at the time of the postponed Booking the Clients entitlement to the Booking shall lapse and the Client remains obliged to pay the agreed price.
- 11.4. If the Hotel is unable to offer the Client an alternative date within the aforementioned period of 12 months, the Client receives a credit note in form of a value voucher with a term of 24 months. If the Client does not redeem the value voucher within the specified term, the credit note shall lapse.
- 11.5. The Hotel reserves the right to adjust prices according to capacity, availability and season of the year. The Client is therefore not entitled to the originally booked price, neither of any confirmed service.

## **12. PRIVACY**

- 12.1. Clients submission of information including personal data is subject to the current privacy policy of the TLC Group.

## **13. MISCELLANEOUS**

- 13.1. We may make changes to these GTCs by updating them at any time and your continued use of our service after any changes come into effect, will constitute your acceptance of the updated terms. Any existing Bookings will continue to be governed by the GTCs that applied to your Booking at the time of booking.
- 13.2. No failure or delay by TLC Group or Hotel to exercise any right or remedy provided under these GTCs or the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.3. Should any provision of these GTC or a separate agreement be or become invalid, the remaining part of the GTC and/or the agreement shall remain unaffected. Invalid or ineffective provisions are to be replaced by effective provisions which come as close as possible to their economic purpose.

## **14. PLACE OF JURISDICTION AND APPLICABLE LAW**

- 14.1. These GTC and the agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or its subject matter or formation shall be governed exclusively by the laws of Switzerland.
- 14.2. The ordinary courts in Zurich, Switzerland, shall have exclusive jurisdiction for any disputes arising out of or in connection with these GTC or an agreement.