



## **EDYN BOOKING TERMS AND CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO BOOKINGS OF ROOMS PROVIDED BY EDYN ON ITS PROPERTIES IN SWITZERLAND.

**PLEASE READ THESE BOOKING TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING WITH ANY BOOKING.**

### **1. Definitions and interpretation**

In these Booking Terms and Conditions, the following words shall have the following meaning:

**"Additional Charges"** has the meaning given in paragraph 7;

**"Booker", "you", "your" or "Guest"** means the person making the Booking and/or staying at the Property;

**"Control"** means the ability to direct the affairs of another whether by virtue or contract, ownership or shares or otherwise and "controlling" or "controlled" will be constructed accordingly;

**"edyn", "us" or "we"** means Edyn Limited (07638220), whose registered office is at 6th Floor Embassy House Queens Avenue, Clifton, Bristol, BS8 1SB or a member of the edyn group;

**"edyn group"** means Edyn Limited or any person which directly or indirectly through one or more intermediaries, Controls, is controlled by, or is under common Control with such person;

**"Group" or "Group Booking"** means a booking of 10 or more hotel rooms at the same Property;

**"Group Bookings Terms and Conditions"** means the terms and conditions relating to Groups, a copy of which is available upon request from Edyn;

**"Local Property Charges"** means any city tax, city visitor charge or similar levy applied to a particular Property (but for the avoidance of doubt, excluding VAT).

**"Offline"** means a booking/enquiry made with edyn, via telephone, live chat or via email;

**"Online"** means a booking/enquiry made with edyn via the website;

**"Property"** means the hotel room building which the Booker selects for accommodation;

**"Terms"** means these Booking Terms and Conditions, as may be updated or replaced from time to time;

**"Third Party Properties"** means Properties not operated by us;



**“Visitors”** means any person who visits a Guest at the Property.

## **2. Website Terms & Disclaimer**

- 2.1 These Terms and Conditions are provided on our Website. By visiting or using our website you agree to comply with our Website Terms and Conditions. In the event of any inconsistency between these Booking Terms and Conditions and the Website Terms and Condition, these Booking Terms and Conditions prevail.
- 2.2 Information on this site is posted in good faith and updated regularly, but edyn cannot guarantee its completeness and accuracy. edyn may change, update or delete the terms and conditions or any information on this site without prior notice. We will provide you with the currently applicable terms before you make a booking. It is your responsibility each time you place a booking to check these Terms.
- 2.3 All products and services shown on our websites are subject to availability. Our websites contain information on edyn products and services, not all of which are available in every location. A reference to an edyn product or service on one of our websites does not imply that such product or service is or will be available in your chosen location.
- 2.4 We have made every effort to describe and illustrate the products and services as accurately as possible on the websites. Photographs displayed on the websites are for illustrative purposes, but details may vary depending on the actual type or category of product or service chosen. In the event of a slight discrepancy between the description of the product or service on the website and the photographs used to illustrate the product or service, the description will prevail. Any specific requirements that are not listed or mentioned on the website should be verified with each individual property.

## **3. Your Booking**

- 3.1 You can place a booking Online or Offline. You will be required to provide the name, email and telephone number of the Booker and/or at least one lead Guest. You will have the opportunity to verify and correct any information relating to your booking at each stage, before confirming the booking. To complete your booking, you will be required to accept these Terms. If you do not accept these Terms, you must not place your booking. All bookings are strictly subject to acceptance of these Terms.
- 3.2 In case the Swiss Federal Act on Package Travel applies to your booking, liability of edyn is reduced to the double amount of the total price of the package, save for damages caused wilfully or through gross negligence.
- 3.3 Any booking made will only come into existence when payment has been made in full (or, in the event of flexible bookings, once the payment card has been validated) and your booking confirmation has been dispatched by us. We may from time to time agree at our full discretion that you do not need to make payment in full upfront, in which case the booking will come into existence upon despatch of the booking confirmation by us. If you do not need to pay in full, this will be confirmed at the time of booking and the times for payment will be outlined. Upon completing your booking and



receiving your confirmation you enter into a binding contract with edyn on these Terms for your stay.

- 3.4 If the person making the Booking and the person staying at the Property are not the same, both shall be jointly and severally liable for payment of the full invoice amount.
- 3.5 Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions. You will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time prior to confirmation.
- 3.6 As soon as your confirmation and/or invoice are received, please check the details carefully. If anything is not correct let us know immediately. We regret we will not be liable for damages caused by the lack of immediate notification of any material inaccuracy in the documentation to the extent such inaccuracy is caused by your fault. If there is an error in the confirmation or invoice, we reserve the right to correct it as soon as we become aware of it.
- 3.7 Upon check-in, guests may be required to show the credit/debit card used to pay for the booking and a valid photo ID, such as a passport or driving licence, in order to verify your booking.
- 3.8 A table of the Properties and the corresponding edyn entities which operate/manage those Properties can be found *<here (insert hyperlink)>*. Your booking will be made with the edyn entity (or entities) listed in that table alongside the corresponding Property or Properties which is/are included in your booking. When a payment is taken in respect of your booking and is paid for in the local currency, the edyn entity taking that payment (via third party payment processors) will be the relevant edyn entity set out in that table alongside the Property or Properties to which that payment relates.

#### **4. Group Bookings**

Any Group Bookings will be subject to the Group Booking Terms and Conditions. In particular, the cancellation terms and payment terms differ for Group Bookings. All Group Bookings should be made Offline and we will only honour Online bookings for bookings of up to 9 hotel rooms.

#### **5. Special Requests**

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so we can help you select the most suitable hotel room for your needs. Although we will endeavour to meet any reasonable requests no guarantees can be given that any request will be met. Conditional bookings cannot be accepted, i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

#### **6. Charges and Payment**

- 6.1 The prices for a booking will be provided on our website for Online bookings and shall be provided to you by a reservations team member for Offline bookings either verbally

or in writing. All prices on our website are subject to change. The price valid for your booking shall be the price provided at the time you place your booking request.

- 6.2 Once a booking has been confirmed, the rate which has been quoted will not be changed unless you amend or modify the booking or our cost of supplying the accommodation changes as a result of any tax changes beyond our control. VAT and any other applicable taxes are charged at the rate in force on the earliest of the date of payment, the date of arrival or the date of invoice, unless the VAT rate changes during your stay. If the VAT rate changes during the dates of your stay, VAT is charged at the VAT rate in force on each day of your stay, but will exclude any Local Property Charges. If Local Property Charges apply, these will be identified at the time of booking and will (depending on the applicable Local Property Charge and the booking) either be charged at the time of booking or will be payable locally.
- 6.3 Payment in full is required at the time of booking unless otherwise agreed. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at the statutory interest rate for late payments.
- 6.4 Where bookings do not require upfront payment, a pre-authorisation of up to 1% will be charged to the payment card used at the time of booking. This is a temporary charge and no funds will be debited from your account. Payment should be made in the currency identified (usually Pounds Sterling or Euro) by Credit or Debit card. We may pass your debit/credit card details to a third party to process any payments on our behalf. Where bookings are not paid in advance, we may require you to pay a deposit. The deposit will be notified to you at the time of booking.

## **7. Additional Charges**

- 7.1 You will be liable for any breakages, damage, extra cleaning charges, late checkout, any extras ordered during your stay and/or any additional charges incurred by us as a result of your stay ("Additional Charges"). In case of damages, the Additional Charges are to be understood as liquidated damages (*Schadenersatzpauschale*) and you may prove that damage or decrease in value has either not occurred or is substantially less than the Additional Charges. You may be required to pay a security deposit to cover any such costs prior or upon arrival at the Property. If the security deposit is not sufficient to cover the cost or no security deposit is paid, then you authorise us to take payment for such charges from debit/credit card supplied for the security deposit. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the Booker or Guest directly for these charges. Any balance on the security deposit will be refunded.
- 7.2 As a guide, Additional Charges include, but are not limited to, the following:
- 7.2.1 Breakages, loss or damage to the hotel room or any of its contents;
  - 7.2.2 Cleaning, specialist treatment charges where more than routine cleaning;
  - 7.2.3 Smoking charge in accordance with paragraph 13.2;
  - 7.2.4 Inventory and condition reports: €50;
  - 7.2.5 Lost access cards: €10 per card;
  - 7.2.6 Hard key replacement: €12;

- 7.2.7 Fob replacement: €25;
- 7.2.8 Storage of luggage (over 24 hours);
- 7.2.9 Pet stays;
- 7.2.10 Other services such as car parking, dry cleaning, laundry, extra cleaning may be available on request. The charges you will have to pay will be communicated to you before you bindingly order the relevant service.
- 7.2.11 VAT and local taxes are payable on all Additional Charges. Where the Additional Charges are not specified in these conditions, we will charge you the actual cost together with any administration costs incurred.

## **8. Changes, Extensions & Cancellations**

Your entitlement to cancel, extend or make other changes to your booking will depend on the reservation type that you selected, as set out below.

### Non-refundable bookings

Non-refundable bookings are offered at a reduced rate, but this is on a 'no-cancellation' and 'no-amendment' basis. Accordingly, no extensions or amendments are permitted. No refund will be made in the event of cancellation of a non-refundable booking and you will be charged the full amount of the booking.

### Fully refundable bookings

If you wish to amend any detail of your confirmed booking we will endeavour to make the change, which may result in an increase in rate depending on the date and length of stay, however we cannot guarantee that we accommodate any changes requested. All changes of date, location and length of stay are subject to availability and rate change at the then applicable rates. All requests for changes must be made to us in writing. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee.

If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change at the then applicable rates. We will notify you as to whether we are able to fulfil your extension request and where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be received prior to the extension commencing.

Subject always to the above regarding amendments being subject to availability and rate change at the then applicable rates, fully refundable bookings can be cancelled, or amended (including extended) subject to the following:

(A) *Cancellations and Amendments Prior to Check-in*

<u>Length of stay</u>	<u>Notice Period (prior to arrival)</u>	<u>Cancellation/Amendment Charge</u>
1-6 nights	24 hours	No charge if cancelled or amended by 13.00 on the day prior to check-in of the first day of the booking. In the event of an amendment, a no-show or a cancellation later than 13.00 on the day prior to check-in of the first day of the booking, you will be charged the costs of the entire stay.
7-28 nights	24 hours	No charge if cancelled or amended by 13.00 on the day prior to check-in of the first day of the booking. In the event of an amendment, a no-show or a cancellation later than 13.00 on the day prior to check-in of the first day of the booking, you will be charged the costs of the first seven nights' stay (or in the event of an amendment, if longer, the cost of the entire amended stay).
29+ nights	7 days	No charge if cancelled or amended by 13.00 on the day that is seven days prior to check-in of the first day of the booking. In the event of an amendment, a no-show or a cancellation later than 13.00 on the day that is seven days' prior to check-in of the first day of the booking, you will be charged the costs of the first seven nights' stay (or in the event of an amendment, if longer, the cost of the entire amended stay).

In the case of a no show, apartments will be held until 01.00 on the day after the scheduled arrival, at which time your booking will be cancelled and the above cancellation charges will apply.

*(ii) Amendments After Check-in*

Once you have checked-in, amendments are not permitted other than to the check-out date. Subject always to the above regarding amendments which extend the check-

out date being subject to availability and rate change at the then applicable rates, amendments to the check-out date are subject to the following:

<u>Length of stay</u>	<u>Notice Period (prior to check-out)</u>	<u>Amendment Charge</u>
1-6 nights	24 hours	No charge if amended by 13.00 on the day prior to the revised check-out date. In the event that the amendment is later than 13.00 on the day prior to the revised check-out date, you will be charged the costs of the entire stay up to the original check-out date.
7-28 nights	24 hours	No charge if amended by 13.00 on the day prior to the revised check-out date. In the event that the amendment is later than 13.00 on the day prior to the revised check-out date, you will be charged the lesser of (a) the costs payable under the remainder of the original booking and (b) the costs payable under the original booking for the seven nights immediately following the date of the amendment.
29+ nights	7 days	No charge if amended by 13.00 on the day seven days prior to the revised check-out date. In the event that the amendment is later than 13.00 on the day seven days prior to the revised check-out date, you will be charged the lesser of (a) the costs payable under the remainder of the original booking and (b) the costs payable under the original booking for the seven nights immediately following the date of the amendment.

*(iii) Cancellations and Amendments for Property Subject to Length of Stay Restrictions*

Where a Property has a minimum and/or maximum length of stay requirement, changes to the check-in and/or check-out dates of the booking (whether made prior to,



at or after check-in) will not be permitted to the extent that such amendment would result in the length of stay requirements being contravened.

Subject always to (i) the restrictions above on amendments that would contravene length of stay requirements and (ii) the restrictions on amendments after check-in, where a Property has a minimum length of stay requirement of at least 90 days, cancellations and/or any changes to the booking require not less than 28 days' notice such that:

- (a) there will be no charge if the booking is cancelled or amended by 13.00 on the day that is 28 days prior to the applicable check-in date;
- (b) in the event of:
  - (i) a no-show; or
  - (ii) a cancellation that is later than 13.00 on the day that is 28 days prior to check-in of the first day of the booking (but which is prior to check-in),

you will be charged the costs payable under the booking of the first 28 nights of the stay;

- (c) in the case of an amendment that is later than 13.00 on the day that is 28 days' prior to check-in of the first day of the booking (but which is prior to check-in), you will be charged the costs payable for the entire amended stay (noting that the amended stay cannot be for a shorter period than the minimum length of stay restrictions nor for a longer period than the maximum length of stay restrictions);
- (d) in the event, after check-in, of a change to the check-out date such that the revised check-out date is at least 28 days after the date of the amendment, you will be charged the costs of the entire amended stay (noting that the amended stay cannot be for a shorter period than the minimum length of stay restrictions nor for a longer period than the maximum length of stay restrictions);
- (e) in the event, after check-in, of a change to the check-out date such that the revised check-out date is fewer than 28 days after the date of the amendment, you will be charged the costs payable under the original booking for the 28 nights immediately following the amendment to the check-out date (noting that the amended stay cannot be for a shorter period than the minimum length of stay restrictions nor for a longer period than the maximum length of stay restrictions).

### **Local Property Charges**

Where bookings are cancelled and/or in the case of a no show, you will be entitled to a refund of any Local Property Charges which have already been paid for (or, as applicable, a partial refund where a booking is partially cancelled), if such Local Property Charges are payable only in the event of Guests fulfilling their booking. We



reserve the right to charge a reasonable administration fee and other costs incurred in connection with such refund.

## **9. Changes by us**

- 9.1 We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative hotel room within the edyn group of similar type and standard in a similar location for the same period. If the alternative hotel room is advertised at a lower price, you will receive a refund of the price difference. However, if the alternative hotel room is advertised at a lower price, you will receive a refund of the price difference. However, if the alternative hotel room is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative hotel room offered or we cannot offer you a suitable alternative hotel room, you may be entitled to cancel your booking and receive a refund. You should tell us as soon as possible whether you wish to accept any change or alternative hotel room offered or alternatively if you want a refund. We will have no liability for any costs, damages or losses that you incur as a result of any changes or cancellations to your booking and your sole remedy will be a refund of the charges paid to us.
- 9.2 From time to time, we may have to restrict the facilities available at the Property due to local regulations, maintenance or for reasons outside of our control. Whilst we endeavour to provide the services outlined on our website [and in our brochures], we do not guarantee that all facilities and service will be available or unrestricted during your stay and it may be that we are required to cancel your booking. If we cancel your booking, we will issue you with a full refund and your refund will be your sole remedy for the cancellation of your booking. Under no circumstances will we be liable to you for any amount in excess of the amounts paid by you or your representative in relation to your booking.

## **10. Liability**

- 10.1 We are not responsible for your personal belongings during your stay in any hotel room or on our Properties, including the theft and/or damage of your personal belongings. Therefore, you are strongly advised to ensure you have appropriate insurances in place to cover any theft or damage during your stay at the Property.
- 10.2 All warranties, conditions and other terms implied by Swiss law or otherwise are, to the fullest extent permitted by Swiss law, excluded from any contract with us and these conditions shall apply in their place. However, nothing in these terms and conditions will affect your mandatory statutory rights if you are a consumer.

## **11. Accommodation Use**

All hotel rooms are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the hotel room. Although we would love to we cannot guarantee an exact hotel

room number prior to arrival. The maximum guests in an hotel room is determined by the number of beds in the hotel room. The maximum number will be provided to you prior to booking. If the maximum number provided and agreed on is exceeded, then we may refuse access to the accommodation and/or reserve the right to charge for additional hotel rooms.

## **12. Facilities & Services**

- 12.1 **Cleaning:** As standard, we will give your hotel room without a kitchenette a full clean after 7 nights, and weekly for the duration of your stay. If you stay in a hotel room with a kitchenette, we will give your hotel room a full clean every day (unless you don't want us to). We provide all our guests with toiletries, welcome teas & coffees and milk in your hotel room to get you started.
- 12.2 **Maintenance:** Routine maintenance is carried out regularly; however, occasionally we may need access to your hotel room to carry out essential maintenance. We will endeavour to give you 24 hours' notice except in the event of an emergency when we require immediate access.
- 12.3 **Internet:** Guests and their Visitors must not interfere, move or disconnect any equipment relating to the provision of internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and edyn reserve the right to pass on any record to the authorities should edyn be made aware of any such use. edyn reserves the right to disconnect a guest at any time without notice if they are in negligent or intentional breach of any of these Terms.

## **13. Guest Responsibility**

- 13.1 Guests are expected to comply with any regulations for use of the hotel room. These are available on arrival and on our website. If any guest breaches any of these terms and conditions, or neglects the care incumbent upon him and thereby considerably endangers the Property, or provides the room to Visitors overnight without authorization, we reserve the right to terminate for good cause and may request a guest vacate their hotel room immediately without refund. In case of fault, we reserve the right to claim damages. The number of people in an hotel room must not exceed the sleeping capacity of the hotel room as stated on our website prior to booking.
- 13.2 **Smoking:** Smoking is not permitted in any hotel room or Property, this includes the use of electronic cigarettes and similar. You are responsible for your Visitors not smoking. If you are found to breach this paragraph 13.2, you will be liable to pay us a fee of CHF 350 as a liquidated damage. You may prove that damage or decrease in value has either not occurred or is substantially less than the lump sum.
- 13.3 You will also be required to indemnify us in relation to any administrative fines and/or other fees incurred by us, the edyn group or any property owner as a result of your smoking at the Property.
- 13.4 **Pets:** We have dog friendly properties where 1 dog of up to 30 kilos is welcome. Cats may be allowed on request for extended stays only (bookings of 29+ nights). Registered service animals will be permitted in all locations where notice has been given prior to arrival. Additional charges apply for all pets and a pet waiver will be

required to be completed. It is your responsibility before arrival to check that pets are permitted at the Property.

- 13.5 Nuisance: Guests are required to behave in a responsible manner, respect the hotel room and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the hotel room for any illegal or immoral purposes.
- 13.6 Age Restrictions: In order to ensure the safety of all our guests, bookings may not be accepted from any guests under the age of 18 unless there has been prior agreement in writing directly with the property. We require that there is at least one person aged 18 or over travelling with any child and be residing in the same hotel room or interconnecting room unless by prior agreement. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.
- 13.7 Visitors: Guests are responsible for their visitors. Non-guests will not be allowed access to the hotel rooms after 11pm and we operate a strict no party policy.
- 13.8 Damage: Guests are required to keep the Property, hotel room, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance or if action to protect the leased property from an unforeseen hazard becomes necessary without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the rent, to claim damages or to give notice without specifying a reasonable period for relief. Any damage to the hotel room will be charged in full on a full recovery basis in the event of a breach of an obligation due to fault. In the event that these are discovered after departure we will notify you or the Booker within 7 days of departure with full details and where possible photographic evidence. We reserve the right to charge the card payment details provided and pre-authorised at the time of booking where you or your Visitor causes damage of any kind to the Property.
- 13.9 Cleanliness: We expect the hotel rooms to be left in a reasonable state of cleanliness, repair and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the hotel room to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs if the hotel room is required to be placed out of service due to an hotel room being left in a poor state of cleanliness and order due to your fault. You may prove that damage has either not occurred or is substantially less than the charged amount.
- 13.10 Lost Property: All your possessions should be removed from the hotel room on the date of departure. If you believe you have left any item at a Property, you should



contact the Property directly who will advise if they have found your lost property. Any property left by you at the Property shall be at your sole risk.

#### **14. Health and safety**

We take the health and safety of all our guests seriously. On arrival we strongly suggest you familiarise yourself with the layout of the hotel room and Property and the health and safety procedures as detailed in your hotel room.

#### **15. Quality and feedback**

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the hotel rooms. We also welcome feedback from our guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

#### **16. Complaints or Enquiries**

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the general manager/duty manager as soon as possible in the first instance. If a defect in the leased property occurs during your stay or if action to protect the leased property from an unforeseen hazard becomes necessary, you are obliged to report this to the general manager/duty manager without undue delay. If you do not give us the opportunity to resolve a problem during your stay by reporting such defect, you will be held liable for damage incurred thereby. To the extent that we were prevented from providing relief due to your failure to report, you are not entitled to reduce the rent, to claim damages or to give notice without specifying a reasonable period for relief. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email to [GuestServices@edyngroup.com](mailto:GuestServices@edyngroup.com).

#### **17. Privacy**

At various stages of your website and booking journey we may collect personal data and contact details. All information collected or properly obtained will be processed in accordance with our Privacy Policy. Telephone calls may also be monitored and/or recorded as a security measure, to help us to train our staff and improve our service to you.

#### **18. Supplier Operated Properties**

This paragraph relates to all bookings relating to a Third Party Property. By making a reservation with edyn for a Third Party Property, you agree that we can transmit the details of your reservation to the relevant Property owner. All such bookings will, in addition to these terms and conditions, be subject to the relevant Property owner's individual property terms and conditions which shall be identified at the time of booking.

#### **19. General**

- 19.1 We reserve the right from time to time to update these Terms. We will provide you with the currently applicable terms before you make a booking. If guests are in breach



of the Terms, we may be entitled to terminate for good cause and in such event request that Guests vacate their hotel room and Property immediately.

- 19.2 These Terms and any booking form agreed constitutes the entire agreement between the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 19.3 No variation of these Terms shall be effective unless it is in writing and signed by us.
- 19.4 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 19.5 If you are a Consumer, these Terms and conditions shall not limit or restrict your consumer rights. To the extent that these Terms conflict with your consumer legal rights, your mandatory legal consumer rights shall prevail.
- 19.6 These Terms shall be governed by and construed in accordance with the laws of Switzerland. In case you are not a Consumer, the courts of Zurich shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these conditions and any matter arising from or connected with them.

## **20. Groups Bookings – Further Conditions**

### **20.1 Introduction**

This paragraph outlines how edyn deals with group bookings. This paragraph covers direct group requests to any company email address and covers groups that are booked via Online Travel Agents as well as via the edyn website. The edyn booking terms and conditions set out above apply also to group bookings, save where the terms relate to the general terms, payment terms and cancellation terms set out below (in which case this paragraph 20 applies). Where there is inconsistency between this paragraph 20 and the remaining terms and conditions set out above, this paragraph 20 will take precedence.

#### 20.1.1 Scope

- a. It covers the terms and conditions of booking both transient groups and extended stay groups.
- b. A group booking is defined as 10 rooms or more, booking together for one or more nights, booked by one person (or connected persons). 10 rooms must be booked together on the main nights.
- c. It must be applied to any enquiry related to 10 rooms or more for 6 nights or less (Known as a Transient Group) and 10 rooms or more for 7 nights or more (Known as an Extended Stay Group).
- d. All Group bookings for accommodation and room hire at edyn are subject to these terms and conditions. This includes bookings through a third-party website such as, but not exclusively, Booking.com or Expedia. It includes bookings made through an online agency including Cvent and any Conference and Event agency and any other agent. By making a group booking, the client agrees to these terms.



- e. This also covers all groups (as defined above) that are booked on a Prepay or Non-refundable Rate via the edyn company websites or any third-party website. Any cancellation for rooms booked using either of these Rate Types will not be refunded.

**20.2 Groups Terms and Conditions**

20.2.1 General Terms

- a. Group rooms will not be guaranteed or held until a contract is signed. The deposit payment is due with the signed contract.
- b. Requests for additional reservations are on an availability basis & are not guaranteed.
- c. Rates are determined by edyn, and special rates (government, corporate etc) will not be viable for Group bookings.
- d. These terms supersede any terms on third party websites for group bookings.

20.2.2 Payment Terms

- a. Full payment is required in advance of event. A deposit schedule based on the expected value of the group booking will apply as follows:

Timing	Deposit Charge
On Signing contract (Due within 7 days)	50% of expected total revenue. This is a non-refundable deposit.
90 days prior arrival	75% of expected total revenue
30 days prior arrival	100% of expected total revenue

- b. If there is less than 30 days between the booking and the first date of arrival in the agreement, then the full invoice total shall be due.

20.2.3 Cancellation Terms

- a. All cancellations must be confirmed in writing.
- b. Upon signing the contract, the deposit will be non-refundable.
- c. Any amendments need to be confirmed in writing. Amendments include name changes or date changes (provided that the same number of room nights are booked as per the contract, subject to availability). Cancellation charge as set out below may be applicable to date changes.
- d. Any additional room nights will be subject to availability and rate will be subject to change.
- e. There will be a 100% charge for all non-arrivals.

Timing	Cancellation Charge

# edyn

91 days or more prior to arrival	0% cancellation charge Deposit is not refundable.
From 90 – 61 days prior to arrival	30% of the total remaining group block may be cancelled without penalty. Any additional cancellations or reductions will incur 100% of the total room nights cancelled at the contracted rate.
From 60- 31 days prior to arrival	10% of the total remaining group block may be cancelled without penalty. Any additional cancellations or reductions will incur 100% of the total room nights cancelled at the contracted rate.
Up to 30 Days prior to arrival	All cancellations and reductions made prior to the first guest arrival will be charged 100% of the total room nights cancelled at the contracted rate.