

TERMS AND CONDITIONS

GENERAL

1. Scope of Applicability

These general terms and conditions (hereinafter referred to as GTC) apply to the provision of rooms for accommodation and the provision of co-working, meeting, seminar and catering rooms plus all associated services and supplies by The Lab Hotel. They form an integral part of every contract. If these terms and conditions contradict any contractual conditions of a guest, these terms and conditions take precedence.

2. Concluding the contract

A contract between the parties is only concluded when a booking is confirmed in writing to the guest. A booking made on the day of arrival is binding at the moment the hotel accepts the booking.

3. Services, payments and prices

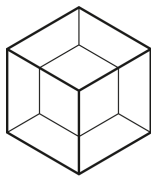
The Lab Hotel undertakes to provide the services ordered by the guest and promised in writing by The Lab Hotel. All prices are in Swiss Francs (CHF) and include the statutory value added tax (VAT). The Lab Hotel is entitled to request a reasonable deposit at any time. The amount of the deposit and the payment date are agreed in writing in the contract. If the guest does not meet their obligation to pay a deposit in the time allowed, The Lab Hotel is entitled to withdraw from the contract after setting a reasonable grace period. The Lab Hotel reserves the right to change prices. Unless a deposit is required from the hotel, the guest shall pay the entire invoice amount at the latest on checking out. If payment on invoice is agreed, the invoice amount is due 30 days after the invoice date without any deductions. The hotel is entitled to subsequently charge services used that were erroneously not listed on the final invoice or could not be added for reasons of time.

4. Unavailability

If, for unforeseen reasons, no equivalent room is available when the guest arrives, the guest will be allocated a room in the next higher category. In the event that no room is available in the hotel, The Lab Hotel will arrange for at least equivalent accommodation/room in another hotel. In addition, The Lab Hotel will take care of the return transport with luggage, as well as a telephone call.

5. Liability

The guest is liable to The Lab Hotel for all damage and loss or other damage caused by him/herself, his/her employees, agents, event participants or other third parties. The Lab Hotel accepts no liability for theft or damage to items brought in by guests, event participants or third parties. The insurance of exhibits and other items brought in by the guest, event participants or third parties is the responsibility of the guest. The Lab Hotel can request proof of appropriate insurance from the guest, at any time. Guests shall keep the peace. Guests undertake to hold The Lab Hotel completely free of liability from all civil and public legal claims made against The Lab Hotel by authorities or third parties (including event participants, guests or employees and contractual partners of the guest) due to their event and settle related claims in their entirety. The Lab Hotel is only liable for intentional or grossly negligent contractual or non-contractual damage and only for direct damage.



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Any further liability, in particular in the case of slight or moderate negligence or for indirect damage, such as lost profit specifically, is excluded.

6. Withdrawal of The Lab Hotel

Should the service to be contractually provided by The Lab Hotel be completely or partially difficult or impossible due to force majeure or other circumstances for which The Lab Hotel is not responsible, The Lab Hotel can withdraw in full or in part without compensation to the extent of the part of the contract that has not yet been fulfilled. The Lab Hotel is also entitled to withdraw from the contract without compensation if there is justified reason to assume that the events may jeopardize the smooth business operations, security or public reputation of The Lab Hotel or the guest violates Section 7 of these General Terms and Conditions. The Lab Hotel expressly reserves the right to make any claims for damages against the guest.

7. Fire police regulations/safety regulations

The organiser undertakes to comply with the fire protection regulations of The Lab Hotel, specifically keeping escape routes clear and complying with the smoking ban, etc. Any decorative material brought in by the organiser must also comply with the fire protection regulations. The organiser shall also be responsible for ensuring that no more people than the capacity are allowed into the respective room. The maximum numbers given by The Lab Hotel are binding. The Lab Hotel declines all liability in the event of an infringement. Attaching decorative materials and other objects to walls, doors and ceilings always requires the prior consent of The Lab Hotel. The organiser shall be liable for any resulting damage to The Lab Hotel.

THE ROOMS

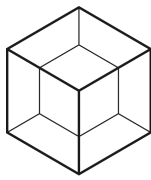
8. Arrival and Departure

The hotel rooms are ready for occupancy from 3 pm on the agreed day of arrival and are available to the guest until 11 am on the day of departure. In the event of early arrival or late departure, the hotel will endeavour to ensure that rooms may be occupied earlier or vacated later, depending on availability and, if necessary, for an additional charge. There is no entitlement to this extra service. Should the guest occupy the room for a longer period of time without the prior agreement and consent of the hotel, the hotel can charge the guest CHF 50.00 for a late check-out until 3.00 pm and CHF 100.00 until 6.00 pm. Should the guest check out after 6 pm, he/she is liable for the full room rate for the following night.

If the guest cannot arrive or cannot arrive on time as a result of force majeure (floods, earthquakes, etc.), he/she is not obliged to pay the agreed fee for the days missed. The guest must prove that it is impossible for him/her to reach the hotel. However, the obligation to pay for the booked stay comes into effect again from the moment the guest is able to reach the hotel.

9. Subletting and re-letting

Subletting and re-letting the rooms, as well as exceeding the agreed number of people per room or using the rooms for purposes other than accommodation require the prior written consent of the hotel.



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10. Block bookings/room allotments

The Lab Hotel will receive a list of participants from the guest no later than 14 days prior to arrival. After the deadline, The Lab Hotel reserves the right to release the rooms still available from the respective allotment for open sale.

11. Safety box liability

The safety box (safe) provided in the room free of charge can be used to store valuables. The Lab Hotel assumes no liability for theft from the safety box.

12. Cancellation terms

The cancellation terms apply to the cancellation of bookings as well as to no-shows and in the event of early departure. Booking cancellations for individual hotel rooms (up to a total of 3 rooms) must be received by The Lab Hotel in writing by 6 pm (local time) the day before arrival at the latest. In the event of later cancellations, the room price for one night will be charged.

The cancellation terms for a block booking of several hotel rooms (from a total of 4 rooms) are set out in the respective booking confirmation. For all cancellations, services provided by The Lab Hotel in advance must in all cases be paid for in full by the person booking.

CATERING AND EVENTS

13. Use of rooms/licensing

The Lab Hotel reserves the right to make room changes, provided that the rooms meet the requirements and interests of the organiser and are reasonable for him/her. Subletting of rooms or areas by the organiser requires the prior written approval of The Lab Hotel.

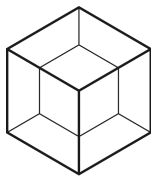
Unless otherwise stipulated in the contract, the organiser must obtain any necessary licences him/herself and on his/her own account. Copyright compensation in connection with music performances must be registered and paid for by the organiser him/herself.

14. Number of participants

The organiser must inform The Lab Hotel of the final number of participants by the date agreed in the booking confirmation. If the actual number of participants is subsequently smaller, the specified guaranteed number applies as the basis for billing; if the actual number of participants is higher, the actual costs incurred will be invoiced. If the actual number of participants is higher, The Lab Hotel does not guarantee that all guests will be accommodated (with regard to food and space).

15. Booking technical and organisational services

The organiser will provide The Lab Hotel with the detailed programme, information on the room furnishings and the technical aids as well as all the information The Lab Hotel needs to ensure the smooth running of the event. The deadline for submitting technical and organisational services is specified in the respective booking confirmation. Larger changes will be charged according to effort and actual costs.



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16. Printed matter/media advertisements

The use of any form of The Lab Hotel's logos/images by the organiser always requires the prior written approval of The Lab Hotel. If publication goes ahead without the appropriate consent, The Lab Hotel is entitled to withdraw from the contract. The organiser shall be liable to The Lab Hotel for any resulting damage.

17. Meals

Unless otherwise agreed in writing, the organiser is obliged to purchase all food and drinks from The Lab Hotel. Moreover, a fee agreed in advance will be invoiced.

18. Cancellation of the event/seminar by the organiser

The organiser must inform The Lab Hotel of the cancellation of an event in good time and in writing.

The cancellation terms for events of all kinds are part of the booking confirmation.

For all cancellations, services provided by The Lab Hotel in advance must in all cases be paid for in full by the organiser.

Applicable Law and Jurisdiction

Only Swiss law is applicable to the contract. The Cantonal Court in Bern is the court of jurisdiction. Should individual provisions of the General Terms and Conditions be ineffective, these do not affect the remaining provisions. In such a case, the legally ineffective provision will be replaced by a similar but effective provision.

Bern, January 2021

The Lab Hotel / Betriebs GmbH Hotelfachschule Thun