

## General Terms and Conditions for Events

### 1. PREAMBLE

These General Terms and Conditions for Events (GTC Events) govern the legal relationship between the visitor (hereinafter referred to as "visitor") and Engadin St. Moritz Mountains AG as operator of the catering establishments listed below. This is in conjunction with the hire of seminar, banquet and event facilities (hereinafter referred to as "facilities") as well as associated additional services or deliveries to and for the Customer or Organiser. It should be noted that – whatever service is provided – these General Terms and Conditions always refer to a contract. The General Terms and Conditions of the accommodation establishments will apply to any accommodation.

The terms and conditions of Engadin St. Moritz Mountains AG which are valid at the time of the conclusion of the contract shall apply exclusively. The visitor's general terms and conditions shall only apply if this has been expressly agreed in writing prior to the signing of the contract.

Should individual provisions of these General Terms and Conditions be ineffective or invalid, this shall not affect the validity of the contract, nor the remaining provisions of the General Terms and Conditions. In all other respects, the statutory provisions shall apply. These terms and conditions apply exclusively to the Mountains catering establishments (hereinafter referred to as "GB Mountains"). Bookings for seminars, events, functions and banquets fall within the scope of such terms and conditions.

The general terms and conditions of the Organiser/Hirer are not applicable.

These General Terms and Conditions are also offered in English. The GTC in German however remain definitive.

GB Mountains:

- Romantik Hotel Muottas Muragl & Villa Lyss
- All In One Hotel Inn Lodge
- Hostel Pitsch
- Restaurant White Marmot
- Edy's
- quattro Bar
- Restaurant Piz Nair 10'000 Feet
- Glünetta
- Restaurant & Bar Marguns – Free Flow
- Chadafö
- Chesa Marguns
- Sternbar
- Bar Finale
- Snowli
- Pumpwerk Lej Alv

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## 2. BOOKINGS

A proposal/confirmation is clearly marked as such and must be signed by the Customer and returned to GB Mountains. A proposal remains valid for 7 days (acceptance period). GB Mountains expressly reserves the right to place its event facilities back on sale during and after the proposal acceptance period. In the case of a new enquiry, the second proposal may contain changes from the first proposal.

## 3. PRICES

The prices charged will depend on the specific event venue and are given on the proposal/confirmation for the individual event. We reserve the right to change the prices we charge. All prices are given in Swiss francs, net, and are inclusive of service and statutory value-added tax. The prices confirmed in writing by GB Mountains shall apply.

## 4. PAYMENT

Invoices issued by Engadin St. Moritz Mountains AG without a due date are payable in full within 10 days of receipt of the invoice. Engadin St. Moritz Mountains AG is entitled to call in outstanding debts at any time and to demand immediate payment. Engadin St. Moritz Mountains AG reserves the right to demand an advance payment for events in accordance with its proposal:

Engadin St. Moritz Mountains AG is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates will be disclosed on the proposal. Should there be no separate advance payment conditions, the following rules apply:

- 50% of the total costs: up to 28 days before the event
- 100% of the total costs: up to 7 days before the event

## 5. CANCELLATION POLICY

Cancellations must be made in writing. The following cancellation conditions apply:

- Cancellation up to 28 days before the event: free of charge
- Cancellation 28 to 14 days before the event: 50% of the total costs
- Cancellation 14 to 3 days before the event: 80% of the total costs
- Cancellation 3 to 0 days before the event: 100% of the total costs
- No-show: 100 % of the total costs

GB Mountains reserves the right to display individual cancellation conditions on the proposal.

Changes to the number of participants, up to a maximum of 10%, may be notified up to 48 hours before the event and are binding. If the actual number of persons on the day of the event is smaller, the definitively confirmed number of persons shall be used as the basis for invoicing. The additional costs incurred due to the additional participants will be invoiced. The maximum room capacities specified by the fire authority may not be exceeded.

## 6. WITHDRAWAL BY ENGADIN ST. MORITZ MOUNTAINS AG

GB Mountains may withdraw from the contract without incurring any costs, up to and including 28 days before the agreed date of arrival of the visitor. By way of exception and with immediate effect, GB Mountains is also entitled to withdraw from the contract at any time on material grounds by means of an immediate unilateral and written notification. Examples of material grounds are:

- an agreed advance payment or security deposit that has been specified by GB Mountains has not been made;
- force majeure or other circumstances for which GB Mountains is not responsible that make the fulfilment of the contract objectively impossible;
- rooms or facilities that have been booked or used under misleading or false information, i.e. relating to the person who is the visitor, or the purpose of the use or stay;
- GB Mountains has reasonable grounds to believe that the use of the agreed services may affect the smooth operation of the business, the safety of other guests or the reputation of GB Mountains;
- the visitor has become insolvent (bankruptcy or seizure) or has stopped making payments;
- the purpose or reason for the stay is unlawful.

In the case of a withdrawal by GB Mountains for the aforementioned reasons, the visitor is not entitled to any claims for compensation. In general, the payment for the booked services also remains owed.

## 7. DETAILED INFORMATION / PROCEDURE

For detailed discussions, an appointment must be made in advance. In order to guarantee the smooth running of the event, all important details (e.g. furnishings, menu selection, schedule, show acts, etc.) must be communicated to GB Mountains at least 10 days before the event. The agreed programme times must be strictly adhered to by both parties.

## 8. USE OF FACILITIES

In exceptional cases, GB Mountains is entitled to make short-term facility/room changes for events without notice. For any kind of booking, GB Mountains reserves the right to provide a room appropriate for the number of participants and the occasion, in the event of a reduced number of persons. Reception tables, advertising materials, banners etc. may only be set up outside the hired facilities in consultation with GB Mountains. If public areas are used as part of the event, this must be agreed in advance with GB Mountains. Smoking is prohibited in all buildings of Engadin St. Moritz Mountains AG.

## 9. MENU CHANGES

GB Mountains reserves the right to make menu changes and vintage changes to wines.

## 10. CORKAGE

As a matter of principle, the Organiser and their guests are not permitted to bring their own food and drinks to events. All exceptions require a written agreement with GB Mountains. Should visitors bring their own wines, spirits, cakes etc., then a corkage fee to cover overhead costs will be charged in addition to the total quoted cost. The corkage fee is specified in the event contract.

## 11. DECORATION / FLOWERS

The hanging of decorations and other items is subject to approval, also for fire prevention reasons. Any damage caused during their securement etc. will be charged to the Organiser.

## 12. PARKING

Car parking spaces are normally available at or near the event venue. In the absence of any agreement to the contrary, the Organiser or the individual attendees shall bear any parking fees incurred.

## 13. TECHNICAL EQUIPMENT AND ELECTRICAL CONNECTIONS

In instances where GB Mountains procures technical and other equipment from third parties for the Organiser at the latter's request, GB Mountains shall act in the name of, on the authority of and for the account of the Organiser. The Organiser is responsible for the careful handling and proper return of such equipment. The Organiser shall indemnify GB Mountains from all claims by third parties arising from the use of such equipment.

The connection of the Organiser's own electrical equipment to GB Mountains' power supply network requires consent. Any malfunctions or damage to technical equipment caused by the use of the Organiser's electrical equipment shall be borne by the Organiser, provided that GB Mountains is not responsible for such malfunctions or damage. GB Mountains may meter and calculate the electricity consumption costs incurred as a lump sum.

Any faults in technical or other equipment provided by Mountains GB will be rectified immediately, where possible. Payments may not be withheld or curtailed in such instances, provided that GB Mountains is not responsible for such malfunctions.

## 14. FIRE REGULATIONS

The Organiser undertakes to comply with the fire regulations of GB Mountains, in particular to keep fire escape routes clear, and guarantees that all materials brought in comply with all applicable fire regulations. The use of flammable objects is strictly prohibited.

## 15. DELIVERY AND COLLECTION OF MATERIALS

Deliveries and collections for events must be coordinated with GB Mountains and GB Mountains must be notified in writing in good time, at least before their arrival. GB Mountains reserves the right to reject consignments that do not show the sender's details, or a valid addressee incl. indication of the event. Any

obligation or liability arising from this is rejected by GB Mountains. As storage space at GB Mountains is limited, GB Mountains may refuse to accept materials prior to the day of the event.

When shipping from abroad to Switzerland, customs duty and value-added tax are always incurred in addition to the shipping costs. If the carrier is unable to provide the exact costs at the time of delivery, we reserve the right to charge a lump sum of CHF 150 to the Organiser's invoice.

## **16. MUSICAL ENTERTAINMENT, CLOSING HOUR, EXTENDED CABLEWAY OPERATION AND NIGHT SURCHARGE**

For events with music, please note that music is only permitted at room volume after 23:00 hrs. DJs and bands are required to keep the bass at reduced volume levels and to cover the floor under any instruments with carpeting for soundproofing purposes. Music must not be performed or played later than 02:00 hrs. Should these instructions be disregarded, additional expenses will be charged to the Organiser. Copyright payments in respect of musical performances are the responsibility of the Organiser and at the Organiser's own expense.

If an event lasts longer than the legally permitted closing time, a night surcharge must be paid. The venue must be notified of an extension to the closing time at least 4 weeks before the event. The required police permit will be obtained by the venue and charged to the Organiser.

Attendees who are outdoors are requested to remain quiet. The instructions of staff must be followed. The Organiser is liable for any complaints and any fines.

For employees working at the event, a surcharge per hour will be invoiced from 24:00 hrs onwards, as per the event contract.

A separate quotation will be provided for cableway travel outside of public travel times. If the cableway is made available for longer than requested and contractually agreed, the actual service provided will be invoiced. Engadin St. Moritz Mountains AG is solely responsible for deciding whether additional cableway trips are able to be carried out. Where an extra trip is not carried out (for reasons of weather, technical malfunctions, etc.) no claims can be made.

## **17. GUEST ROOMS**

The "General Terms and Conditions for Accommodation" apply to the booking of guest rooms. In the case of events that include overnight accommodation, the hotel must receive a room list from the Organiser, no later than 14 days prior to the arrival of the hotel visitors, with the following information for individual visitors: fore- and surnames / arrival and departure dates / terms of payment.

In the event of a provisional booking of a number of rooms, but without a room list, by the Organiser, the hotel rooms must be booked directly by the guests and guaranteed individually by means of a valid credit card. After the definitive booking deadline set by the hotels, any rooms still available in the respective provisional booking will be released for open sale. The Organiser will always remain liable for any unpaid costs of the rooms booked by their visitors and visitors' consumption (no-shows, etc.).

## **18. LIABILITY / DUTY OF CARE**

All of the facilities and equipment that have been made available are to be used by visitors with the utmost care. In all instances, the Organiser shall remain liable for any damage to property or losses. GB Mountains declines all liability for theft, damages and in relation to any services provided by third parties. This also

applies to personal injury, provided that these were not caused by the employees of GB Mountains. The liability of GB Mountains is constrained in scope to statutory provisions.

## 19. DATA PROTECTION

The data protection regulations can be viewed at:  
<https://www.mountains.ch/de/service/company/Datenschutz>

## 20. FINAL PROVISIONS

In addition to "GTC Events", additional provisions and booking conditions may apply that take precedence over "GTC Events". Changes or additions to the accepted proposal or to these "GTC Events" must be made in writing. Unilateral changes or additions by the Organiser are invalid.

The place of fulfilment and payment is Engadin St. Moritz Mountains AG.

Swiss law applies, with Maloja as the exclusive legal venue.

Should individual provisions of these "GTC Events" be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, statutory provisions apply.