

## General

### Terms and Conditions of Business

#### 1. Basics

These General Terms & Conditions of Business (GT&Cs) regulate the legal relationship between hotel guests, hereinafter referred to as the Guest, and Engadin St. Moritz Mountains AG as the operator of the All In One Hotel Inn Lodge, hereinafter referred to as the Hotel. For the sake of simplicity these GT&Cs shall always be referred to as the Contract, regardless of the services to which reference is made.

The Hotel's Terms and Conditions of Business valid at the time of conclusion of the Contract shall apply exclusively. The Guest's General Terms & Conditions of Business shall only apply if expressly agreed in writing prior to the signing of the Contract.

Should individual provisions of these GT&Cs be ineffective or invalid, the validity of the Contract and of the remaining provisions of the GT&Cs shall be unaffected. Statutory provisions shall apply in all other respects.

#### 2. Place of Jurisdiction / Applicable Law

**In the absence of any other legally binding place of jurisdiction, (Town) St. Moritz (Canton) Graubünden shall be the place of jurisdiction for any disputes arising from the Contract.**

Swiss law shall apply exclusively to all contractual agreements, reservation agreements, any additional agreements and general terms and conditions. The place of performance and payment shall be the domicile of the Hotel.

#### 3. Definitions

**Groups:** Groups within the meaning of these GT&Cs are travel groups comprised of a minimum number of 10 (ten) booked persons.

**Written confirmations:** Fax and email messages shall also count as written confirmation.

The **parties to the Contract** are the Guest and the Hotel.

#### 4. Subject Matter of the Contract / Scope of Validity

The Contract for the rental of rooms, seminar rooms, premises as well as the purchase of other supplies and services shall be concluded or implied with the Guest's written confirmation. A reservation made on the day of arrival itself shall be binding the moment it is accepted by the Hotel.

Changes to the Contract shall not become binding on the Hotel until confirmed in writing. Any changes or additions made unilaterally to the Contract by the Guest shall be invalid. The subleasing and onward leasing of the rooms provided and their use for purposes other than those of accommodation shall require the prior written consent of the Hotel.

#### 5. Scope of Services

The scope of services rendered under the Contract shall be determined by the reservation individually arranged and confirmed by the Guest. Other contractual agreements notwithstanding, the Guest shall not be entitled to any particular room.

If, despite a confirmed reservation, no rooms are available at the Hotel, the Hotel shall inform the Guest in good time and offer an equivalent replacement at a nearby hotel of a comparable or higher category. Any additional expenses for the alternative accommodation shall be borne by the Hotel. Should the Guest reject the alternative accommodation, the Hotel shall immediately reimburse any payments already made by the Guest (e.g. down payments). The Guest shall not be entitled to assert further claims.

## 6. Period of use

Unless otherwise agreed, the Guest shall be entitled to make use of the rented rooms from 4 pm on the agreed day of arrival until 11 am on the day of departure. In the event of arrival after 10 pm, the Guest shall inform the Hotel of the late arrival either by phone or in writing at the latest by 8 pm on the day of arrival; if not, the Hotel shall be entitled to dispose freely of the rooms.

Should the Guest be late in freeing up the room by 6 (six) hours or more, the Hotel shall be entitled to charge 100% of the full accommodation rate (list rate) for use of the room in excess of the Contract. This shall not constitute a contractual claim on the part of the Guest for proper further use of the premises; the right to claim for damages is reserved. In the event of the Guest being late in freeing up the room, the Hotel reserves the right to remove the Guest's objects from the room and to store them for a fee at a suitable location on the Hotel premises.

## 7. Rates / Payment Obligation

The rates communicated by the Hotel are in Swiss francs (CHF) and include statutory Value Added Tax, any visitor's tax, and other charges. The Guest undertakes to pay the Hotel's agreed or applicable rates for the provision of the room(s) and for any other services availed of by the Guest. This shall also apply to any orders placed with the Hotel by accompanying persons and/or visitors. Any increase in the statutory charges subsequent to the conclusion of the Contract shall be borne by the Guest. Rates quoted in foreign currencies are approximate values and shall be charged at the exchange rate on the day. The rates confirmed by the Hotel shall apply in any case.

The rates may be changed by the Hotel if the Guest subsequently makes changes to the number of rooms booked, to the Hotel's services, or to the Guests' length of stay. Depending on the agreement or as of a reservation amount of CHF 250.- or more, the Hotel may require a deposit of 50% of the total booking amount. The down payment shall be understood as a partial payment of the agreed fee. The Hotel may request a credit card guarantee instead of a down payment. Advance payments shall be made within 7 days of receipt of the confirmation of reservation. If the reservation is made at shorter notice, the Hotel shall require a credit card guarantee for the total amount of the booking.

If the down payment or credit card guarantee is not made in due time, the Hotel may withdraw from the Contract (including all promised services) immediately (without reminder) and demand the cancellation costs as set out in Section 10 of these GT&Cs. The Hotel shall be within its rights to invoice the Guest at any time either in part or in full for services provided.

The final invoice shall include the agreed price plus any additional amounts incurred as a result of additional services provided by the Hotel to the Guest and/or accompanying persons. Unless otherwise agreed, the final invoice shall be settled in Swiss francs in cash or by accepted credit card at the latest at checkout on the day of departure. The Hotel shall be entitled to charge a reminder fee of CHF 15.00 for each and every reminder. Set-off defences against claims asserted by the Hotel shall be excluded.

## 8. Withdrawal by the Hotel

The Hotel may withdraw from the Contract at not cost up to and including 6 (six) days before the Guest's agreed arrival date. Furthermore, the Hotel shall be entitled to withdraw from the Contract at any time under exceptional circumstances and with immediate effect, for objectively justified reasons, by immediate unilateral and written statement. By way of example, objectively justified reasons may include:

- an agreed advance payment or security was not made during the time period specified by the Hotel;
- force majeure or other circumstances for which the Hotel is not responsible such that the fulfilment of the Contract is objectively rendered impossible;
- rooms or premises that are booked or used under misleading or false information, e.g. with regard to the person of the Guest himself or the purpose of use or stay;
- the Hotel has good reason to believe that the Guest's availment of the services as agreed may impair the smooth running of the business, the safety of other Hotel guests or the reputation of the Hotel;
- the Guest has become insolvent (bankruptcy or unproductive levy of execution) or has suspended his payments;
- the purpose of, or occasion for, the stay is unlawful.

In the event of a withdrawal by the Hotel for any of the aforementioned reasons, the Guest shall not be entitled to damages, and compensation for the services as booked shall remain owed in principle.

## 9. Cancellation of the Reservation / Cancellation Fees

### a) Cancellation

A cancellation of the reservation shall require the written consent of the Hotel. If consent is not obtained, the agreed price shall be due even if the Guest does not avail himself of any services as contractually agreed. Should the Guest fail to show up ('no-show'), at least 100% of the booked services shall be invoiced.

Receipt of the Guest's written cancellation by the Hotel shall be decisive for the calculation of the cancellation fee. This applies both to letters and to fax and e-mail messages.

Should the Guest withdraw from the Contract without an approved cancellation or should certain reserved services be changed or cancelled, the Hotel shall be entitled to charge cancellation fees as set out below.

### b) Cancellation fees

#### *Individual reservations:*

- The Guest shall be entitled to withdraw from the Contract at no cost up to and including 2 (two) days/weeks before the agreed date of arrival (exception: non-cancellable rate).

#### *Group reservations:*

The cancellation fees listed below shall apply if more than five persons in a group (see Item 3) or 50% of the booked services are cancelled.

- The group reservation may be cancelled at no cost up to and including 28 (twenty-eight) days/weeks before the agreed date of arrival.
- written cancellation of the stay 27 (twenty-seven) to 14 (fourteen) days before the confirmed date of arrival:  
50% as per reservation confirmation

- written cancellation of the stay 13 (thirteen) to 7 (seven) days before the confirmed date of arrival:  
10% as per reservation confirmation

### c) Mitigation

The Hotel shall endeavour to reassign elsewhere the services that were not availed of by the Guest; this shall apply to both cancelled individual reservations and group reservations. Should the Hotel be able to render the cancelled services elsewhere to third parties within the agreed period, the Guest's cancellation fee shall be reduced by the amount paid by the third parties for the cancelled service.

## 10. If Arrival Is Rendered Impossible

Should the Guest be unable to arrive, or to arrive on time, due to force majeure (flood, avalanche, earthquake, etc.), he shall not be obliged to pay the agreed fee for the missed days. The Guest must show proof that his arrival has been rendered impossible. However, the payment obligation for the booked stay is revived the moment the Guest arrives.

## 11. Early Departure

Should the Guest leave earlier than anticipated, the Hotel shall be entitled to charge 100% of all the services booked. In the event of early departure, the Hotel shall endeavour to reassign elsewhere the services that were not availed of by the Guest. Should the Hotel be able to render the unused services elsewhere to third parties within the agreed period, the Guest's invoice amount shall be reduced by the amount paid by the third parties for the cancelled service.

## 12. Hotel Stay / Keys / Safety / Internet / Smoking

The Hotel room is reserved for the registered Guest exclusively. The room may only be handed over to a third party or used by an additional person with the (written) permission of the Hotel.

In concluding a contract, the Guest acquires the right for all the persons on the booking to make customary and normal use of the rented rooms and all the facilities of the Hotel usually accessible for use by guests without special conditions, and to the customary service. The Guest shall exercise his rights in compliance with any Hotel and/or Guest guidelines (House Rules).

The room card/key provided by the Hotel remains the property of the Hotel and allows 24-hour access to the Hotel. Loss of the card/key is to be reported to the reception desk immediately. The Guest will be charged a fee of CHF 20.00 for a damaged card and a fee of CHF 20.00 for the loss of the card/key.

To access the internet, the Guest must obtain personal login data from the reception desk. This service is free of charge for all guests. The Guest is responsible for the use he makes of his login data. He is likewise liable for misuse and illegal conduct when using the internet.

Throughout the Hotel, smoking is strictly not permitted.

## 13. Extension of Stay

Unless otherwise agreed, the Guest shall not be entitled to extend his stay. Should the Guest be unable to leave the Hotel on the day of departure because all departure routes are either blocked or impassable due to unforeseeable exceptional circumstances / force majeure (e.g. extreme snowfall, flooding, etc.), the Contract shall automatically be extended on the same terms & conditions as previously for as long as the Guest is unable to depart.

#### 14. Supplementary Terms & Conditions for Groups

Group rates shall apply only if previously agreed and confirmed in writing by the Hotel. Individual traveller rates shall apply to groups of 10 persons or fewer. Group arrivals and/or departures shall be notified to the Hotel in writing 7 (seven) days beforehand. Only one overall bill shall be issued to the tour guide, who shall be fully liable for the amount due.

The definitive number of persons in the group (incl. list of names) shall be communicated to the Hotel at least 4 (four) calendar days before the arrival of the group. Should the group be smaller than originally notified, the persons missing from the group shall be invoiced at 100% of the services booked, on a pro rata basis. Additional members of the group shall be counted and billed as individual travellers, subject to the possibility of accommodating the extra number. In the event of cancellation of a group reservation, the cancellation fees set out under Item 10 shall apply.

#### 15. Food and Beverages

All meals and beverages shall be sourced exclusively from the Hotel.

A written agreement differing from the above may be reached in special cases (specialities, etc.). If so, the Hotel shall be entitled to demand a service fee or to charge corkage (see separate list).

#### 16. Events

Insofar as the Hotel is required to source technical equipment and/or other facilities from third parties for the Guest's benefit and at the latter's instigation, it shall do so for the Guest's account.

The Guest shall be liable for the careful handling and proper return of said facilities and/or equipment. The Guest shall hold the Hotel harmless from all claims asserted by third parties arising from the provision of said facilities and/or equipment.

The prior written consent of the Hotel shall be required should the Guest wish to operate his own electrical systems and equipment using the Hotel's power supply. Any malfunctions or damage to the Hotel's technical equipment resulting from the use of these devices and systems shall be at the Guest's expense insofar as the Hotel itself is not responsible for any such malfunctions or damage. The Hotel shall be entitled to charge a flat fee for the electricity costs incurred through the use of any such electrical systems and equipment.

The Guest shall be entitled to use his own telephone, fax and data transmission facilities, subject to the Hotel's consent. The Hotel may charge connection fees at its discretion (see separate list).

Any malfunctions of technical or other equipment provided by the Hotel shall be remedied as quickly as possible upon notification by the Guest. Insofar as the Hotel is not responsible for the malfunctions, said malfunctions shall not result in any liability claims or claims for reduced services by the Guest.

The Guest shall obtain at his own expense all the official permits that may be required in order to stage his event. He shall be responsible for compliance with the permits and all other public-law regulations relating to the event. Fines for infringements and/or violations of permit requirements shall be paid by the Guest.

The Guest shall be responsible for handling the formalities and statements of account required in connection with the performance of music and PA systems with the relevant institutions (e.g. SUISA).

#### 17. Objects brought onto the Premises by the Guest

Any exhibition or other objects including personal items brought onto the premises by the Guest shall be on the hotel premises and/or the event rooms at the Guest's risk. The Hotel shall not be responsible for supervising and/or safeguarding such items. The Hotel assumes no liability for the loss, destruction or damage of the objects brought onto the premises by the Guest, except in the case of gross negligence or intent on the part of the Hotel. The Guest shall be responsible for insuring any items he brings along.

Any decoration material brought onto the premises by the Guest must comply with fire regulations and requirements. The Hotel shall be entitled to demand official proof of said compliance. The installation and affixing of any objects shall be agreed with the Hotel in advance to pre-empt any possibility of damage.

The exhibition objects or other items brought onto the premises by the Guest shall be removed immediately once the event has ended. The Hotel shall be entitled to remove and/or put into safe storage at the Guest's expense any objects left behind. Should the removal of such objects involve disproportionately high costs, the Hotel may choose to leave the objects on the event premises and charge the Guest the usual room rent for the duration.

Any packaging material (cardboard, crates, plastic, etc.) that may arise as a result of the Guest or third parties supplying deliveries to the event shall be disposed of by the Guest. Should the Guest leave packaging material behind at the Hotel, the Hotel shall be entitled to dispose of it at the Guest's expense.

## 18. Actions, Use and Liability

### a) Hotel

The Hotel shall not be liable to the Guest for minor or moderate negligence within the limits of the law and shall only be liable for damage caused intentionally or by gross negligence. Should disruptions or defects in the Hotel's services occur, the Hotel shall endeavour to remedy the situation upon immediate notification by the Guest. Should the Guest fail to notify the Hotel of a defect in good time, the Guest shall not be entitled to any reduction in the contractually agreed fee. The Hotel shall be liable for items brought onto the premises by the Guest in accordance with statutory provisions, i.e. up to an amount of CHF 1,000. Items shall be deemed to have been brought onto the premises if the Guest stores said items in his Hotel room and/or the safe provided for this purpose. The Hotel shall not be liable for minor or moderate negligence. Should valuables (jewellery, etc.), cash or securities not be handed over to the Hotel for safekeeping, the Hotel's liability shall be excluded to the extent permitted by law. The Hotel recommends that all money and valuables be kept in the safe at Reception as a matter of principle. Should the Hotel not be notified immediately of any damage upon its discovery, the Guest shall forfeit all claims.

The Hotel shall not be liable under any legal title for services for which it acted merely as agent for the Guest. The Hotel declines all liability for theft and damage of material brought onto the premises by third parties.

### b) Guest

The Guest shall be liable to the Hotel for all damage and/or losses caused by him, accompanying persons and/or auxiliaries or event participants, **without the Hotel having to furnish any proof of fault on the part of the Guest.**

The Guest shall be responsible for the correct use and return of all technical aids and equipment that the Hotel may have made available to the Guest or procured on his behalf through third parties, and shall be liable for any damage and/or losses. The Guest shall be liable to third parties for services and expenses arranged and incurred by the Hotel.

### c) Third parties

Should a third party make the booking on the Guest's behalf, he shall be liable to the Hotel as the ordering party together with the Guest as joint and several debtor for all liabilities arising from any such contract. Irrespective of this, each ordering party shall be obliged to forward to the Guest all information of relevance to the booking, in particular these General Terms and Conditions of Business.

## 19. Keeping animals

No animals are allowed in the Hotel.

## 20. Lost property

Lost property shall be forwarded if the circumstances of ownership are clear and the residential/business address is known. The costs and risk for the subsequent dispatch/ mailing of said items shall be borne by the Guest.

**Alternatively:** *After a 6-month storage period the lost-and-found items shall be handed over to the local lost property office.*

## 21. Data Protection

With regard to data protection, the provisions of Engadin St. Moritz Mountains AG – [www.mountains.ch/de/company/Datenschutz](http://www.mountains.ch/de/company/Datenschutz) shall apply.

## 22. Other Provisions

Should the Guest require the provision of services not provided by the Hotel itself, the Hotel shall act solely as an agent. Statutory limitation periods shall apply. Insofar as these can be amended, an absolute limitation period of 6 (six) months after departure shall apply to any claims for damages asserted by the Guest.

Any advertisements placed in any type of media (i.e. newspapers, radio, television, internet) which reference events at the Hotel, with or without the use of the unmodified company logo, shall require the prior written consent of the Hotel.

St. Moritz, 1 July 2019