

## **GENERAL TERMS AND CONDITIONS OF BUSINESS**

### **BERGSPA HOTEL LA VAL**

#### **Scope**

These General Terms and Conditions of Business (hereafter "GTC") shall apply in respect of the provision of rooms and/or conference and banqueting facilities and for all related services and supplies of Bergspa Hotel LA VAL or of Brigels Gastro AG (hereafter referred to as "BGAG") to guests and event organisers (hereafter "Contractual Party" or "Event Organiser"). They shall constitute an integral part of each individual contract concluded between BGAG and a Contractual Party or an Event Organiser. These GTC may only be validly set aside by express agreement. In the event that these GTC contradict any general terms and conditions of business of a Contractual Party or of an Event Organiser, these GTC shall take precedence and shall be exclusively applicable.

#### **Hotel bookings, restaurant, spa**

This part of the GTC regulates the contractual relationship between the Contractual Party as a hotel guest and BGAG.

### **1. General**

#### **1.1 Conclusion of a contract**

A contract shall only be concluded between BGAG and the Contractual Party upon receipt by BGAG of the countersigned booking confirmation from the Contractual Party. Until this time, BGAG reserves the right to dispose otherwise of any rooms and/or premises that have been provisionally booked.

#### **1.2 Services, payments and prices**

BGAG undertakes to provide any services ordered by the Contractual Party and warranted in writing by BGAG. All prices are stated in Swiss francs (CHF) and include value added tax (VAT) at the relevant statutory rate.

BGAG shall be entitled to request a reasonable advance payment at any time. In the event that the Contractual Party fails to comply on time with its obligation to make an advance payment, BGAG shall be entitled to withdraw from the contract upon expiry of a reasonable grace period. The Contractual shall be liable to compensate BGAG for any resulting losses.

In the event that no advance payment is requested by BGAG, the entire invoice amount shall be paid by the Contractual Party at the latest upon departure by credit card (Mastercard, VISA, American Express), debit card (EC/Maestro, Postcard) or in cash. If payment by invoice has been agreed to, the entire amount invoiced shall be payable 10 days after the date of the invoice. In the event of late payment BGAG shall be entitled to charge default interest at a rate of 5% per annum.

### **2. Liability**

#### **2.1 Limitation of liability**

The Contractual Party shall bear liability towards BGAG for all damage and losses caused by it or by accompanying persons. BGAG refuses any liability for the theft of or damage to items brought by the Contractual Party or by accompanying persons. This shall also apply in respect of vehicles parked in hotel parking spaces or in the hotel's underground garage.

BGAG shall only bear liability (under contract and/or tort) for direct losses caused either wilfully or through gross negligence. Any further liability is excluded in accordance with Article 100 of the Swiss Code of Obligations ("CO"). Any liability for the auxiliary agents of BGAG is also excluded pursuant to Article 101(2) CO.

#### **2.2 Withdrawal from the contract by BGAG**

BGAG shall be entitled to withdraw from the contract at any time with good cause. The requirement of good cause shall be deemed to have been met in particular in the event of a force majeure occurrence or other circumstances beyond the control of BGAG that render the provision of either full or partial performance either significantly more onerous or impossible. In such an eventuality, BGAG may withdraw from the contract either in full or in part in respect of the part of the contract that has not yet been performed.

### **3. Hotel rooms**

#### **3.1 Arrival and departure times**

Hotel rooms shall be available for occupancy from 15.00 hours on the day of arrival and shall be vacated before 11.00 hours on the day of departure. Late check-outs until 17:00 are possible subject to availability with a charge of 25% of the daily rate.

Extra beds, dogs and parking spaces in the underground garage are subject to an additional charge.

#### **3.2 Cancellation terms**

The following cancellation terms shall apply in the event of the cancellation of a booking, a no-show or early departure.

The cancellation of a booking for an individual hotel room (up to a total of 3 rooms) must be received by BGAG no later than 14 days before the date of arrival. In the event of cancellation later than 14 days before the date of arrival, the price for up to 3 nights shall be charged for each room cancelled.

The cancellation of a block booking (up to a total of 4 rooms) must be received by BGAG before the following deadlines:

Up to 10 rooms: 14 days prior to arrival

Up to 18 rooms: 21 days prior to arrival

More than 19 rooms: 42 days prior to arrival

In the event of cancellation after the above-mentioned deadlines, the customer shall be charged a cancellation fee as follows:

Up to 10 rooms: 7-13 days prior to arrival: 50% of the total cost of the entire stay  
Less than 6 days prior to arrival: 100 % of the total cost of the entire stay

Up to 18 rooms: 11-20 days prior to arrival: 50% of the total cost of the entire stay  
Less than 10 days prior to arrival: 100 % of the total cost of the entire stay

More than 19 rooms: 21-41 days prior to arrival: 50% of the total cost of the entire stay  
Less than 20 days prior to arrival: 100 % of the total cost of the entire stay

In addition, in the event of any cancellation all services provided in advance by BGAG and its auxiliary staff shall under all circumstances be paid for in full.

### **4. Wellness & spa / fitness / games room**

#### **4.1 Reservation**

In order to guarantee the availability of therapists, all applications should if possible be booked in advance of the stay.

#### **4.2 Disclaimer**

In the event of any contraindications (such as for example pregnancy, high blood pressure or illness), BGAG does not accept any liability for complications arising following treatment, except in the event of an evident treatment error by the therapist.

#### **4.3 Dress code**

It is possible to change in the changing area. Keys for lockable cabinets may be obtained from reception. Swimming costumes must be worn in the pool area. The entire sauna area is a textile-free area.

#### **4.4 Sauna zone**

Usage of the sauna zone by children under the age of 16 is not permitted.

#### **4.5 Quiet zone**

The spa area is conceptualised as a quiet zone. In the event of non-compliance with this policy, BGAG reserves the right to require individuals to leave the spa area.

#### 4.6 Children

Access to the relaxation room and wellness pool is permitted under parental supervision. Outside of the splash hour, we attach importance to a quiet and orderly SPA operation. For younger guests, there is a daily splash hour from 16.00 to 17.00 in the indoor-pool.

#### 4.7 Fitness area

Hotel guests over the age of 16 may use a cardio fitness room free of charge. The room is used at each individual's own risk. Liability for demonstrable damage to any equipment shall lie with the individual who caused the damage.

#### 4.8 Games room

Children may use a games room free of charge. The room is used at each individual's own risk.

The game's room is not monitored.

#### 4.9 Cancellation terms

Treatments may be cancelled at no charge up to 12 hours in advance. Thereafter, BGAG will charge 50% of the price for the treatment. The full amount shall be charged in the event of a no-show without cancellation.

#### 4.10 Usage of the wellness area after check-out

The hotel's wellness area may be used by hotel guests free of charge on the day of arrival and for the full duration of the stay. After check-out, BGAG reserves the right to charge CHF 20.00 for further use of the facility.

### **Seminar, banquet, wedding reception times and block room bookings**

This part of the GTC regulates the contractual relationship between the Contractual Party as an Event Organiser and BGAG.

#### **5. Bookings**

5.1 A contract shall be concluded between the Event Organiser and BGAG in the event that either an offer of BGAG is confirmed in writing by the Event Organiser or if an enquiry by the Event Organiser is confirmed in writing by BGAG.

5.2 Any changes to the services offered shall only be binding if confirmed in writing by BGAG.

5.3 Unless agreed otherwise, offers of BGAG must be accepted within 14 days. Thereafter, BGAG shall no longer be bound by the offer. BGAG further reserves the right to withdraw an offer with good cause prior to expiry of the period for acceptance. BGAG recommends in relation to all reservations that the premises offered are inspected in advance.

#### **6. Changes to the number of participants and the time of the event**

6.1 The Event Organiser is obliged to inform BGAG of any changes in the number of participants as soon as possible. BGAG shall in principle endeavour to sell any services that are not taken up to another party under the same terms. If it is able to do so, no costs shall be charged to the Event Organiser.

6.2 BGAG must be informed of the precise number of participants no later than 48 hours in advance of the event. In the event that more participants than the number announced attend the event, calculations shall be based on the actual number of participants. BGAG warrants the provision of the agreed services in accordance with the agreed terms for up to 5% additional participants. If the actual number of participants is higher, BGAG offers no guarantee that catering can be provided for all guests.

6.3 In the event that the number of participants differs by more than 10%, the hotel shall be entitled to recalculate the price agreed upon and to provide alternative premises, provided that these are reasonable for the Event Organiser. The Event Organiser cannot assert that this is unreasonable if the usage of alternative premises is necessary due to compelling circumstances, such as e.g. official requirements or on safety grounds.

6.4 In the event of a reduction in the number of participants (seminar and banquet) by more than 10% compared to the number of participants confirmed, the following costs shall be charged by BGAG for each participant who does not attend:

Up to 60 days before the event:	no charge
59 to 30 days before the event:	50% of the agreed services
29 or fewer days before the event:	100% of the agreed services

In the event that any individual services have not been ascertained at the time of the change in participant numbers, a flat-rate charge of up to CHF 500.00 per person may be levied.

Clause 3.3 shall apply in the event of a reduction in the number of rooms booked.

6.5 The Event Organiser shall provide BGAG with all information necessary for the smooth implementation of the event no later than 10 days prior to the event.

6.6 In the event of any change in the agreed start and finishing times of the event, the resulting costs may be charged by BGAG. This shall not apply in the event that BGAG is responsible for the change.

## **7. Booking of hotel rooms**

7.1 Any requirement for hotel rooms in relation to an event must be notified to BGAG at least 10 days prior to the event. The Event Organiser shall only be entitled to the provision of rooms if this was included in the booking for the overall event. The BGAG may charge the room price in accordance with clause 3.3 in the event that any rooms booked are not taken up and it is not possible to sell them to a third party.

7.2 Hotel rooms shall be [available for occupancy] from 15.00 hours on the day of arrival and shall be vacated before 11.00 hours on the day of departure

7.3 Extra beds, dogs and parking spaces in the underground garage are subject to an additional charge.

## **8. Withdrawal by the Event Organiser**

8.1 Cancellations of events must be reported to BGAG in writing as soon as possible. Cancellation shall be deemed to have occurred upon receipt of the written declaration by BGAG. Notices delivered on a Saturday, a Sunday or a public holiday shall be deemed to have been received on the next working day. Any services provided in advance by BGAG and its partners shall be payable under all circumstances.

8.2 If the event is cancelled entirely by the Event Organiser, BGAG shall charge the following cancellation costs:

Up to 120 days before the agreed date:	cancellation free of charge
119 to 90 days before the date of the event:	25% of the services booked
89 to 60 days before the date of the event:	50% of the services booked
59 to 30 days before the date of the event:	75% of the services booked
29 or fewer days before the event:	100% of the services booked

8.3 Clause 3.3 shall apply in the event of partial cancellation (seminar and banquet). The amount due shall be calculated with reference to the time when the cancellation was received by BGAG.

8.4 In the event that the price of services booked (menu & drinks) has not yet been determined, calculations shall be based on an amount of CHF 120.00 per person.

## **9. Provision of own food and drink**

9.1 The Event Organiser is not in principle permitted to provide its own food and drink. Any exceptions must be agreed upon in advance with BGAG. In such cases, a service charge shall be calculated as follows:

Corkage:	CHF 45.00 per 0.75 litre bottle of wine
	CHF 65.00 per 0.7 litre bottle of spirits
Wedding cake/dessert:	CHF 3.00 per person

9.2 Appropriate certification of origin and compliance with hygienic standards must be provided for foodstuffs.

## **10. Fire regulations / other safety regulations / provision of decorations**

10.1 The Event Organiser undertakes to comply with the fire regulations of BGAG and in particular to ensure that escape routes are kept free, compliance with the prohibition on smoking etc.

10.2 The Event Organiser shall in addition be responsible for ensuring that the number of persons to whom entry is granted does not exceed the capacity of the room in question. The maximum capacity figures shall be those stipulated by BGAG. BGAG refuses any liability in the event of a breach.

10.3 Decorations and other items may only be affixed to walls, doors and ceilings with the prior approval of BGAG. The Event Organiser shall bear liability towards BGAG for any resulting damage.

#### **11. Video monitoring**

The hotel is subject to video monitoring on security grounds. The conduct of video monitoring is expressly referred to by the placards affixed at the hotel entrance.

The data collected shall be stored safely to protect against unauthorised access through appropriate technical and organisational measures and shall only be consulted in the event of an incident. If no significant incident occurs within 72 hours of recording, the data shall be erased by BGAG.

#### **12. Printed matter / media announcements**

The usage by the Event Organiser of logos/pictures of BGAG in any form shall require the prior written approval of BGAG. BGAG shall be entitled to withdraw from the contract in the event of unauthorised publication. The Event Organiser shall be liable to compensate BGAG for any resulting losses.

#### **13. Supplements**

The Event Organiser shall be charged a supplement of CHF 45.00 per staff member per hour after 01:00 hours.

#### **14. Payment terms**

14.1 Invoices shall be paid to BGAG at the latest within 10 days of the date of the invoice without any deduction. In the event of late payment BGAG shall be entitled to charge default interest at a rate of 5% per annum. The services invoiced shall be deemed to have been provided properly and in full unless the Event Organiser raises an objection prior to expiry of the payment period.

14.2 BGAG shall be entitled to request a reasonable advance payment at any time. The amount of the advance payment and the payment terms shall be stipulated in writing in the contract. In the event that no advance payment is requested by BGAG, the entire invoice amount shall be paid by the Customer at the latest upon departure by credit card (Mastercard, Visa, American Express), debit card (EC/Maestro, Postcard) or in cash. An advance payment of up to 100% of the services reserved may be charged in the event of bookings from abroad or with a foreign invoice address. BGAG shall be entitled to withdraw from the contract in the event of any delay by the Event Organiser in making the advance payment. The advance payment shall be offset against any costs.

14.3 BGAG reserves the right, in the event of non-payment, to charge in relation to the costs of reminders, address inquiries and credit checks, including the costs of a lawyer. The Event Organiser consents to the charging of these costs.

#### **15. Withdrawal from the contract by BGAG**

15.1 BGAG shall be entitled to withdraw from the contract at any time with good cause. The requirement of cause shall be deemed to have been met in particular in relation to official requirements and prohibitions, security aspects and in the event of a *force majeure* occurrence or of other circumstances beyond the control of BGAG that render the provision of the service excessively onerous or impossible. In such an eventuality, BGAG shall assist in the organisation of suitable alternative facilities.

15.2 BGAG may in addition withdraw from the contract where the following prerequisites are met:

- a) There is justified reason to conclude that the event or its participants will jeopardise the smooth operation of business, the security or the reputation of the hotel or of its guests.
- b) BGAG establishes that events have been booked following the provision of misleading or false material information or for a purpose other than that indicated.
- c) Third parties that have been involved in the organisation of the event by BGAG at the instigation of the Event Organiser are unable to provide the services either in full or in part.

15.3 BGAG shall give notice of withdrawal as soon as it becomes aware of the reasons entitling it to do so and shall inform the Event Organiser promptly. No damages claims may be brought against BGAG by the Event Organiser in any of the above-mentioned circumstances.

#### **16. Liability**

16.1 The Event Organiser shall bear liability for the entire amount invoiced including any services received by its staff, auxiliary agents and participants in the event. Any exceptions must be agreed to in writing.

- 16.2 The Event Organiser shall bear liability irrespective of the issue of fault for all damage and losses occasioned to BGAG by he/she/it, his/her/its auxiliary agents or participants in the event. BGAG may require the Event Organiser to furnish proof of an appropriate insurance.
- 16.3 BGAG shall bear no liability for the theft of or damage to items provided by the Event Organiser or a third party. This shall also apply in respect of vehicles parked in hotel parking spaces or in the hotel's underground garage.
- 16.4 In the event that BGAG provides technical or other equipment to the Event Organiser or procures such equipment from a third party, it shall act on behalf of the Event Organiser. The Event Organiser shall be responsible for the careful handling and return thereof and shall hold BGAG harmless in respect of any third party claims in relation to the provision of the equipment.
- 16.5 Otherwise, BGAG shall only bear liability for wilful action and gross negligence.

### **Concluding provisions**

#### **17. Amendments and supplements**

Any amendments or supplements to the contract, to additional agreements or to these Terms and Conditions of Business must be adopted in writing. This shall also apply to the waiver of the requirement of written form. Any unilateral amendments by the Contractual Party or the Event Organiser shall be invalid.

#### **18. Place of performance and payment**

The place of performance and payment for all contracts concluded by BGAG shall be the registered office of BGAG in Brigels.

#### **19. Severability**

Should any term or terms of these GTC be or become unlawful, invalid or otherwise unenforceable in full or in part, this shall not affect the validity of the remainder of these GTC. The parties undertake to cooperate in good faith in order to replace such a term with another term that comes as close as possible to the economic purpose intended by the invalid term.

#### **20. Applicable law / jurisdiction / special domicile**

All contractual relations between the Contractual Party and BGAG in addition to these GTC shall be governed by **substantive Swiss law**, and the provisions of the Swiss Act on International Private Law shall not apply.

All disputes between the parties in relation to the application, interpretation and implementation of the contract concluded between them and of these GTC shall be resolved by the ordinary courts of the Canton of Grisons. The **place of exclusive jurisdiction** shall be **Brigels**. Brigels shall constitute a special domicile for the purposes of Article 50(2) of the Swiss Federal Act on Debt Enforcement and Bankruptcy for any Contractual Parties with a foreign domicile or place of business.

The Contractual Party or the Event Organiser confirms by his/her/its signature that he/she/it is familiar with these General Terms and Conditions of Business and consents to their application without reservation.

Hotel guests and restaurant patrons shall be deemed to have consented tacitly to the GTC of BGAG in booking a room or reserving a table.

Further information may be obtained from: Reto Engler, Director, Bergspa Hotel LA VAL, Tel. 0041 41 929 26 26, reto.engler@laval.ch, www.laval.ch

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