



BADRUTT'S PALACE
ST. MORITZ SWITZERLAND

General Terms and Conditions - Groups

Badrutt's Palace Hotel AG in St. Moritz will be happy to organise the perfect event for you. We thereby request that you carefully read the following terms and conditions, which form an integral part of the contract. We would like to thank you for your understanding and taking notice of these conditions.

1. Area of validity and contract partner

The general terms and conditions for groups (GTCs) apply to the contractual relationship between the groups of people (hereinafter referred to as the "group", "organiser", "customer" or "you") and Badrutt's Palace Hotel AG (hereinafter referred to as the "hotel" or "we"). According to these terms, groups are deemed reservations of 10 accommodations and more. Individual bookings are deemed all reservations for up to and including 9 accommodations. Individual guests are subject to the general terms and conditions for individual guests (see the "GTCs for individual guests" and the "GTC for individual guests holiday season").

2. Conclusion of contract

1. The provisions of the Swiss Code of Obligations apply to the conclusion of the contract. The reservation agreement and any changes regarding the services of the hotel are only binding for both parties, once they have been confirmed or reconfirmed in writing by the hotel and the group or organiser. If a buyer concludes the contract on behalf of a third party, then it is the buyer, and not the third party, that is the contract partner of the hotel; the buyer has to especially notify the hotel of this in advance before the conclusion of the contract and provide the hotel with the name and address of the actual contract partner.
2. If the buyer evidently concludes the contract on behalf of a third party or if the third party has commissioned a commercial agent or organiser with the handling of the contract, the buyer, agent or organiser are jointly liable with the third party, who shall be the contract partner for all the obligations in the contract. Regardless of this, the buyer is obliged to forward all booking-relevant information, in particular these GTCs, to the third party.
3. You acknowledge the version of the GTCs valid at the moment the contract is concluded.
4. Any other contractual conditions, even those which the customer declares are applicable upon the acceptance of the contract, are only valid if and to the extent that they have been explicitly recognised by the hotel as valid in written form.
5. The subletting of the provided rooms, area or display cabinets or their use for other purposes than those agreed, requires the prior consent of the hotel in written form.

3. Options

Option data is not binding for either party. After the expiry of the option deadline, the hotel can use all the rooms, provided a written order confirmation (reservation agreement) signed by both parties does not exist.



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4. Services, prices, down payments, invoicing

1. The hotel is obliged to perform the ordered and approved services according to the specifications of these GTCs.
2. The group or organiser are obliged to pay the agreed or applicable prices of the hotel for these services. This also applies for services placed by the contract partner and expenses of the hotel with third parties in connection with the event. Furthermore, the contract partner is liable for all food and drink ordered by the participants of the event as well as other costs incurred by the participants.
3. The prices are based on the contract or the underlying price list and are quoted in Swiss Francs. Unless there is a mutual agreement, all the prices are quoted including service and VAT. If the period between the conclusion of the contract and the execution of the contract is greater than four months, and the legal VAT rate increases after the conclusion of the contract, the hotel reserves the right to increase the agreed prices by the amount of the rise in the applicable VAT.
4. The following down payments are due, provided nothing else has been agreed:
Upon signing the contract:
5% of the total contract amount as a down payment
90 days before arrival: 45% of the estimated total invoice
60 days before arrival: 50% of the estimated total invoice
Short-term contracts intend a down payment of 100% of the estimated total invoice.
5. Provided nothing else has been agreed in writing, the amount for additional charges such as incidental or last minute room additions is invoiced 10 days after departure and is to be paid by the customer upon receipt of the invoice.
6. From the age of 12, each guest must pay the tourist tax of CHF 5.00 separately; this is not included in the room rate. Tax rates are subject to change according to government tax rules and any variation will need to be covered by the guests.

5. Details/Program

The hotel is to be notified of all details which are important for organising an event, such as the choice of menu and wines, seating, table and room decorations, menu print-outs dietary requirements, rooming list, etc. at the latest 15 days before the event, while a more precise program is to be provided at the latest five days before the event.

6. Availability of the rooms

Our rooms are available to the customers in accordance with the provisions in the contract.

7. Technical and audio-visual material

The costs for technical services and the rent of materials from external companies are charged to the customer (also see point 10 Invoicing of third-party services). The hotel rejects any responsibility for rented material.

8. Cancellation provisions

Cancellation by the organiser

The hotel must be notified of cancellations as the time of announcement and in writing by the organiser. If the reservation is fully or partially cancelled by the organiser, the hotel shall charge the organiser the following cancellation fees, provided no other agreements have been made explicitly in the confirmation:

1. 20 % of the contractually-agreed rooms can be cancelled up to 90 days before arrival
2. 10 % of the contractually-agreed rooms can be cancelled between 89 to 60 days before arrival as long as there have been no prior cancellations.



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3. 5 % of the contractually-agreed rooms can be cancelled between 59 and 30 days before arrival as long as there have been no prior cancellations.
4. Cancellations which exceed the afore-mentioned scope are charged in full according to the contractually-agreed rates. Above mentioned cancellation allowance is non-cumulative.

The receipt of the cancellation by the hotel is authoritative for the calculation.

Cancellation by the hotel

If the hotel has justified cause to assume, that the event could endanger smooth business operations, safety or the reputation of the hotel, the hotel is permitted to terminate the reservation agreement at any time without compensation.

Rooms are only allowed to be used for accommodation purposes. The hotel is permitted to terminate the contract immediately and without notice, if the contract was concluded with incorrect or misleading details, or if the rooms, areas or display cabinets are not used in accordance with the contract, or in a suitable manner.

If an agreed down payment is not made, even after the expiry of suitable grace period set by the hotel, the hotel is permitted to withdraw from the contract.

Furthermore, the hotel is permitted to withdraw from the contract extraordinarily on justified grounds, for example in the event of force majeure or other conditions which are not the fault of the hotel, which make the execution of the contract impossible.

If the hotel withdraws from the contract with good cause, the customer is not entitled to compensation.

If the hotel cannot meet its duty to perform due to overbooking, it must offer the guest an equivalent service in another hotel.

9. Events

1. The hotel will be happy to provide guarded cloakrooms on consultation.
2. Each organiser of an event (excluding family events and weddings) with musical entertainment is obliged to report the event to the SUISA (Swiss Cooperative Society for Authors and Publishers). The hotel rejects any liability for the non-observance of the notification obligation by the organiser.
3. Extensions to the event, in particular during the night, are only possible after prior consultation with the hotel. Addition costs for extension (e.g. employee costs) will be invoiced additionally.
4. Any type of adverts, brochures etc. which contain the name of the hotel, require the prior written consent of the hotel.
5. Providing no other written agreement has been made, the organiser shall procure all the food and drink from the hotel.

10. Invoicing of third-party services

For services and the renting of materials from third parties, which are organised by the hotel, we charge provision according to the provisions in the contract.



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11. Liability

1. If defects or errors occur on the hotel services, the hotel shall strive to take remedial action as soon as complaint is reported by the guest. If the guest culpably fails to report a defect to the hotel, it is not entitled to a claim to reduce the contractually-agreed fee.
2. The hotel is liable according to legal provisions for all damage from the injury to life, body and health, as well as in case of the assumption of a guarantee by the hotel and maliciously-concealed defects.
3. In case of other defects, the hotel is only liable for wilful intent and gross negligence. Liability for minor negligence and for auxiliary people is fully excluded.
4. The hotel is liable for items brought by the guests into its premises in accordance with legal provisions. Liability for slight negligence is explicitly excluded.
5. The hotel assumes no liability for services of sub-contractors performed at the hotel, namely the Palace Ski School and the Palace Sport Shop.
6. If the hotel provides parking spaces in the hotel garage or in the hotel's car park, even for a fee, no custody agreement is concluded as a result. The hotel has no monitoring obligation. If parked or taxied vehicles and their contents are lost or damaged on the hotel premises, the hotel is not liable for them, provided the hotel, its legal representatives or vicarious agents have not acted with wilful intent or gross negligence. In these cases, the damage must be asserted against the hotel at the latest upon leaving the hotel premises.
7. All claims against the hotel shall expire in general six months after departure, provided the mandatory legal provisions do not specify longer periods.
8. No additional decoration materials are allowed to be used without the explicit consent of the hotel. The organiser is responsible for ensuring that the decorative material it uses corresponds to the fire prevention provisions. The hotel can request proof of this. The organiser is liable to the fire safety authorities.

12. Data privacy

The collection and processing of personal data about the group and other guests by the hotel is explained in the data privacy statement. This forms an integral component of these GTCs. The data privacy statement can be accessed [here](#).

13. Assignment

The hotel reserves the right to assign or pledge the price claims against the client arising from this contract, including any partial instalments, default interest and dunning fees, to third parties.

14. Closing provisions

1. If individual provisions of these GTCs are or become unenforceable or invalid, the validity of the rest of the provisions is not affected. The legal provisions apply in general.
2. This contract is exclusively subject to Swiss law.

The parties hereby agree that the exclusive place of jurisdiction is St. Moritz / Switzerland.