



BADRUTT'S PALACE  
ST. MORITZ SWITZERLAND

## General Terms and Conditions – (individual guests)<sup>1</sup>

Badrutt's Palace Hotel AG in St. Moritz will be happy to arrange a relaxing stay for you. To ensure you have a successful stay, we 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 (GTCs) apply to the contractual relationship between the individual guest (hereinafter referred to as the "individual guest", "guest", "you" or "customer") and Badrutt's Palace Hotel AG (hereinafter referred to as the "hotel" or "we"). Individual guests are deemed to be all guests holding reservations for up to 9 accommodations per night. Reservations for 10 accommodations per night or more groups up to and including 9 people. Groups of over 10 people are deemed to be group bookings and are subject to the terms and conditions for groups.

### 2. Conclusion of contract

1. The provisions of the Swiss Code of Obligations apply to the conclusion of the contract. Normally, the contract is concluded by a reservation confirmation signed by both parties, an electronic reservation confirmation or by the unconditional acceptance of an offer of the hotel, by the guest.
2. You acknowledge the version of the GTCs valid at the moment the contract is concluded.
3. 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.
4. If the guest desires services which are not provided by the hotel, the hotel shall merely act as the intermediary. These services are charged separately and the contracts for these services are not concluded with the hotel.
5. If a third party makes a booking for the guest, this third party is liable to the hotel together with the guest as a joint debtor for all the obligations from the contract. Each third party/buyer is obliged to forward all booking-relevant information, in particular these GTCs, to the guest.
6. The subletting of the rooms provided and their use for other purposes than for accommodation requires the prior consent of the hotel in written form.

### 3. Services, prices, down-payments, invoicing

1. The hotel is obliged to keep the rooms booked by the guest ready as per the specifications of these GTCs, and to perform the agreed services.
2. The guest is obliged to pay the applicable or agreed price of the hotel for the provision of the room and the other services it has used. This also applies for services placed by the guest and expenses of the hotel with third parties. The agreed prices are quoted in Swiss Francs, including the legally applicable VAT rate. If the period of time between the conclusion of the contract and the arrival of the guest exceeds four months, and the legal VAT rate or any other local taxes and duties increase, or if new local taxes and duties are introduced, the hotel reserves the right to increase the agreed prices by the amount of the rise in VAT or local taxes and duties, or by the amount of the newly-introduced local taxes and duties.

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<sup>1</sup> For the holiday period (Christmas and New Year, i.e. between 22.12.2020 – 02.01.2021) as well as for booking of 10 or more people, separate terms and conditions apply.



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3. Provided no other written agreement is made to the contrary, the prices are quoted incl. breakfast.
4. Depending on the scope of the booking, a down payment or credit card guarantee may have to be provided by the guest, with a corresponding signature or via electronic data entry. If a down payment is agreed, it is to be paid within the agreed period of time, otherwise the hotel can use the room without setting a grace period. For the Hans-Badrutt and Helen Badrutt Suites a 20% down payment is required in any case. This is non-refundable. The remaining 80% of the price is due 28 days before arrival.
5. The invoice is – provided nothing else has been agreed in writing – to be paid at the latest when the guest departs. The hotel accepts cash and credit cards (Eurocard/Mastercard, VISA, American Express, Diners Club, JCB and CUP) as forms of payment. Cheques are not accepted.
6. Invoices of the hotel without a due date are to be paid within 10 days of the date of invoice, without deduction. The hotel is permitted to invoice any charges incurred at any time and to request immediate payment. In the event of a default in payment, the hotel is permitted to charge the legally-applicable default interest of 5% of the invoice amount, after the first reminder. The hotel reserves the right to prove it has incurred greater damage.

**4. Guest rooms / cancellation provisions and arrival / departure times**

The hotel rooms are available to guests from 3 pm and are available until 12 pm on the departure date. In the event of early arrival or late departure, the rooms can also be used earlier or left later in coordination with the hotel. If the room is used longer by the guest, without prior consultation, the hotel can invoice 50% of the listed room price until 6 pm, and 100% from 6 pm.

**Cancellation provisions**

Cancellation by the guest

1. If a guest uses an ordered room later than agreed, not at all, or if the guest cancels the room early, the following cancellation provisions shall apply:

Winter season:

Up to 7 days before arrival..... no cancellation fees  
6 days before arrival and less..... 100 % of the price

Summer season:

Up to 3 days before arrival..... no cancellation fees  
2 days before arrival and less..... 100 % of the price

**Peak season (13.02.-20.02.2021)**

Up to 28 days before arrival.....no cancellation fees  
27 – 21 days before arrival.....20 % of the price  
20 - 14 days before arrival .....40 % of the price  
13 - 7 days before arrival .....60 % of the price  
6 days before arrival and less.....100 % of the price

**For our Hans Badrutt and Helen Badrutt Suites, as well as for bookings over CHF 30,000, the following provisions apply:**

up to 28 days before arrival..... 20% of the price  
(this corresponds to a non-refundable down payment)  
27 - 21 days before arrival..... 40 % of the price  
20 - 14 days before arrival..... 60 % of the price  
13 days before arrival and less..... 80 % of the price



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

For the holiday period (Christmas/New Year) the cancellation provisions apply which are specified in the separate terms and conditions (General Terms and Conditions for Individual Guests over the holiday period).

2. The modification of a booking after check-in causes 100% of the price to be charged.
3. The hotel reserves the right to adjust the cancellation conditions individually and in writing depending on the scope of the booking; this is noted in the reservation confirmation. An annulment/change of the cancellation period by the guest is only possible with the written consent of the hotel.
4. The hotel has to offset income from any other renting of the room against the cancellation costs.

Cancellation by the hotel

1. 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 room is not used in accordance with the contract.
2. 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.
3. Furthermore, the hotel is permitted to withdraw from the contract extraordinarily on justified grounds, for example if
4. Force majeure or other conditions which are not the fault of the hotel which make the execution of the contract impossible.
5. The hotel has justified cause to assume that the use of the hotel services could danger smooth business operations, safety or the hotel.
6. In the hotel withdraws from the contract with good cause, the customer is not entitled to compensation.
7. If the hotel does not meet its duty to perform due to overbooking, it must offer the guest an equivalent room in another hotel.

**5. Liability of the hotel**

1. If the hotel services are defective or have errors, 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. If a guest is provided with a parking space in the hotel garage or on 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



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upon leaving the hotel premises.

6. The hotel assumes no liability for services of sub-contractors performed at the hotel, namely the Palace Ski School and the Palace Sport Shop.
7. All claims against the hotel shall expire in general six months after departure, provided the mandatory legal provisions do not specify longer periods.

**6. Data privacy**

The collection and processing of personal data about the guest 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](#).

**7. 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.

**8. Closing provisions**

1. If individual provisions of these general terms and conditions for hotel accommodation 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.